



**Tuesday, May 3, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

- **Add Policy Items #15, #16 and #17 at the request of the Administration, and add Policy Item #18 at the request of Councilmember Ware.**

- 15. 2022-316** Authorize acquisition of certain property identified as Forrest County Tax Parcel No. 2-029J-10-161.00, PPIN 21875, for the Gordon's Creek Commons project; Determine the appraisal value of \$16,605.00 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction and issue manual check in payment upon closing the transaction.
- 16. 2022-315** Adopt a Resolution finding and determining the escorting of Fireman Ryan Jones' family, attending the funeral, and serving as honor guard in the funeral constitutes performance of official City of Hattiesburg duties as required in accordance with Section 25-3-41 of the Mississippi Code.
- 17. 2022-317** Adopt a Resolution to authorize acquisition of certain property identified as Forrest County, PPIN 026405, for the North 28th Avenue Bridge Project; determine the appraisal value of \$3,200 to be the fair market value and just compensation, and authorize the Mayor or his representative to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction; Authorize issuance of a manual check in payment upon closing the transaction.
- 18. 2022-318** Adopt a Resolution commemorating the 88th Anniversary of the Lacy Kelly Veterans of Foreign Wars, Post 3036.

POLICY AGENDA

1. **2022-307** Approve the minutes for the April 4 & 5, 2022 meetings of the City Council.
2. **2022-294** Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 9597 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Roy L. Burrell in the amount of \$3,500.00, in accordance with 21-17-1.
3. **2022-297** Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN13868 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to ALS Properties in the amount of \$5,000.00, in accordance with 21-17-1.
4. **2022-289** Approve Lighting Agreement with Mississippi Power Company for additional lighting on Lancaster, Longstreet, Northhill and Chickasaw Drives, Choctaw Street and N 19th Avenue for a monthly increase of \$19.17; add five (5) extra lights--one (1) on Chickasaw, two (2) on Northhill, one (1) on N 19th and one (1) on Choctaw for an increase of \$8.43 each and authorize the Mayor to execute the same.
5. **2022-298** Approve Lighting Agreement with Mississippi Power Company for additional lighting on W 7th Street from Highway 49 to W 4th Street, Rosewood/Hillside Drive Area and Luper Drive for a monthly savings of \$19.14 and authorize the Mayor to execute the same.
6. **2022-305** Approve contract with Neel-Schaffer, Inc. for construction engineering and inspection services related to the Hall Avenue Roundabout at Bay Street, Arledge Street & James Street project (Project No. FBLD-8769-00(001)LPA/108639-801000) and authorize the Mayor to execute in duplicate.
7. **2022-302** Approve subcontracts with RJM McQueen Contracting, Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project and authorize the Mayor to execute in multiples.
8. **2022-312** Approve Change Order with Webster Electric Co. LLC for the Bobby L. Chain Municipal Airport Runway 13-31 Lighting Improvements project to adjust quantities to actual as-built quantities and reduce the net contract amount by \$45,969.90 to reflect a final contract amount of \$1,028,494.10 and authorize the Mayor to execute in duplicate.
9. **2022-299** Authorize acquisition of part or all of each of the parcels listed below for the Hall Avenue Overpass West project; Acknowledge receipt of Appraisal Report for each parcel; Determine the listed appraisal values to be Just Compensation for each parcel; Authorize the Mayor or his representative to make a Fair Market Value offer for

each parcel; Authorize the Mayor to execute any and all documents required to complete said transactions; Authorize the issuance of manual checks in payment upon closing each transaction.

PPIN No.	Appraised Value
19281, 19282, 19280	\$215,640.00 Combined
21714	\$36,790.00
21715	\$2,185.00
32854	\$55,050.00
25261	\$85,560.00
25251	\$48,750.00
25252	\$10,230.00
21791	\$1,550.00

10. **2022-300** Acknowledge receipt of Waiver Valuation Reports for each of the parcels listed below and authorize the Mayor or his representative to offer the value listed for each parcel to the landowner in return for Temporary Construction Easements for the Hall Avenue Overpass West project; Authorize issuance of manual checks in payment for said easements upon receipt of executed documents.

PPIN No.	Waiver Value
18772	\$1,050.00
18467	\$150.00
13178	\$1,800.00
19172	\$1,800.00
19173	\$100.00
19174	\$650.00
19175	\$3,710.00
23748	\$575.00
13184	\$3,650.00

11. **2022-301** Authorize acquisition of part or all of two parcels of property identified by the attached legal descriptions for the Hall Avenue Overpass West project; Acknowledge receipt of a combined Appraisal Report for said parcels; Determine the combined appraisal value of \$21,225.00 to be Just Compensation for both parcels; Authorize the Mayor or his representative to make a Fair Market Value offer for said parcels; Authorize the Mayor to execute any and all documents required to complete the transaction and issue manual check in payment upon closing of transaction.

12. **2022-303** Authorize acquisition of certain properties identified as Forrest County Tax Parcel No. 2-029J-10-159.00 and 2-029J-10-168.00, PPIN 44390 & PPIN 21870, for the Gordon's Creek Commons project; Determine the appraisal value of \$52,145.00 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction and issue manual check in payment upon closing the transaction.

13. **2022-308** Acknowledge receipt of closing documents for the Wayfinding and Parking Signage Downtown Project; Authorize final acceptance of project and payment of final pay application.
14. **2022-310** Acknowledge receipt of fully executed deed for a portion of Forrest County Tax Parcel No. 2-028G-05-071.00 PPIN 15372; Authorize issuance of a manual check in payment of agreed upon value of \$1,200.00, based on appraised value of neighboring property.

ROUTINE AGENDA

1. **2022-293** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
2. **2022-306** Acknowledge receipt of the two quote docket.
3. **2022-295** Acknowledge the fiscal year 2021 audit of The Library of Hattiesburg Petal and Forrest County.
4. **2022-275** Approve the revised Community Development Division Emergency Repair Program Guidelines Manual.
5. **2022-276** Approve the Community Development Block Grant (CDBG) Roof Initiative Program Policies and Procedure manual.
6. **2022-278** Approve the revised Housing Rehabilitation and Housing Repair Grants Program policies and guidelines manual.
7. **2022-311** Approve Plans and Specifications for the demolition of structures for the Hall Avenue West Overpass project and authorize advertisement for bids.
8. **2022-291** Approve the City's purchase of (1) one grave space located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot# 109, Section 38, at Highland Cemetery, Minute Book# 2021, Page# 317, in the amount of \$175.00, from DeWayne Fairley, authorize manual check for the same.
9. **2022-292** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
10. **2022-309** Approve claims docket for the period ending April 30, 2022.

In Memoriam:

- Mr. Murphy Payton
- Mr. Stanley Strickland
- Mr. Walter McGinty
- Master Jaxon Walker Goudy
- Mr. Chris Powderly
- Mr. Wirt Yerger, Jr.

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Authorize acquisition of certain property identified as Forrest County Tax Parcel No. 2-029J-10-161.00, PPIN 21875, for the Gordon's Creek Commons project; Determine the appraisal value of \$16,605.00 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction and issue manual check in payment upon closing the transaction.
File Number: 2022-316
Minute Book #

Summary

Recommendation Statement

I recommend approval of property acquisition.

Please place this on the May 3, 2022 City Council meeting for consideration.

REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	<u>PPIN # 21875</u>
Owner	<u>Katmon Industries, LLC, et al</u>
Occupied / Leased	<u>Leased</u>
County	<u>Forrest</u>
Project Description	<u>Gordon's Creek Commons Project</u>
Effective Date of Review Report	<u>04/04/2022</u>
Review Report Date	<u>04/27/2022</u>
Review Report Requested for	<u>Original Appraisal</u>

Prepared For



City of Hattiesburg
c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By
John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Katmon Industries, LLC, et al
Parcel No:	PPIN # 21875
Project No:	Gordon's Creek Commons
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	04/04/2022	Report Date: 04/25/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 6,967 Sq. Ft.
	☐ Easement	Area of Remaining Tract 5,109 Sq. Ft.
	☒ Other	Area to be Acquired 1,858 Sq. Ft.

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	<i>State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)</i>
The effective date of this appraisal review report is 04/04/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 04/07/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple and Quit-Claim Interest	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$46,660	\$30,055	\$16,605
Cost Approach			
Income Approach			

Description of the Property Under Review	<i>(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)</i>
The subject property is an improved urban tract of land improved with an old gas station being re-purposed to an office type set-up. The improvements are approximately 1,200 sf± of usable area having been constructed in 1945. The subject property is more specifically located in part of Block 173 and a part of Block 21 of Block 174 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis 1st Survey of the City of Hattiesburg situated within Section 10, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID number is PPIN # 21875 . The total property consists of 0.16 acres more or less or 6,967 Sq. Ft. consisting one (1) tax parcel currently leased for a coffee roaster business. The property is currently leased on a short term – six (6) month lease; hence, a Q-deed has been set-up for any interest said lessee has in the acquisition area. The subject property's larger parcel consists of a total of 0.16 acres± or 6,967 Sq. Ft. more or less being irregular in shape as shown by the plats provided. The subject property is located along the west side of Pine Street at the intersection with Hardy Street. Hardy Street is just north of the subject property with McLeod Street being east of the subject property. The subject property has approximately 100 linear feet of frontage along Pine Street being accessible from said street. The tax parcel consists of 0.16 acres± (6,967 sq. ft.±) irregular in shape. The tax parcel area was calculated using an online application. The total property is considered the larger parcel. Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.	

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

As previously indicated, the subject property is an improved urban property being irregular in shape. The property enjoys access from Pine Street. The topography of the site was level at road grade with drainage appearing to be adequate with the entire property being within flood zone AE and AE shaded. Gordon's Creek runs along the north side of the subject property. A portion of the subject property Gordon's Creek lies within a permanent drainage easement in favor of the city of Hattiesburg. This area consists of approximately 17% of the total site or 1,200 sq. ft. more or less. Any adverse effects will be addressed in the topography adjustment.

Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned B-4; Downtown Business District by the city of Hattiesburg. This zoning allows for primarily commercial uses. Adjacent land uses consist of improved commercial properties. The subject property is within an older developed commercial area in Downtown Hattiesburg with some new revitalized commercial developments.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be commercial development. The highest and best use as improved was considered commercial, its current use.

The property is improved with an older gas station having been constructed in 1945 with related site improvements. The main site improvement is the concrete paving consisting of 3,800 sq. ft.± of which a portion is part of a bridge over Gordon's Creek that is the location of one (1) parking space and part of another. For a more detailed description of the subject's improvements please refer to page 23 of the appraisal report.

As noted within the appraisal, the subject is a former gas station. Please refer to pages 9-10 of the appraisal report which basically states that the appraiser is unaware of any hazardous materials or UST's exists that may exist on the subject property or the acquisition area. Determination of whether or not the property is contaminated or has UST's is beyond the scope of the appraisal assignment. This includes the appraisal review as well.

The acquisition area consists of 0.04 acres± or 1,858 Sq. Ft. more or less irregular in shape. The acquisition area affects two (2) parking spaces or approximately 665 sq. ft. of concrete parking area. Also within the acquisition area is a mature Sycamore tree. Please refer to the appraisal report for visual aids. The acquisition area is within the bridged parking area as well as part of Gordon's Creek and Gordon's Creek bank stabilization.

It was noted, the property has eleven (11) marked parking spaces; however, four (4) of said spaces are not functional. Hence, the subject property enjoys seven (7) functional parking spaces of which one (1) is a handicap space. Zoning allows for one (1) space for ever 300 sf; hence, the existing parking is sufficient for zoning purposes.

In the after condition 0.12 acres more or less or 5,109 Sq. Ft. will remain. This remainder is irregular in shape and continues to be functional as a commercial lot. Additionally, the commercial improvement is unaffected. Part of the project will provide a foot bridge across Gordon's Creek to provide for pedestrian traffic to the public parking garage across the creek. It was noted; the main structure will be within approximately 0.50 feet from the building with five (5) functional parking spaces remaining. The remaining parking is still suitable for the subject zoning with the possible use of the foot bridge to access the public parking lot as well. However, the appraiser indicated a cost to cure to re-stripe or repaint a portion of the parking lot would be required on a cost to cure basis or damages. This was the only damage found. The frontage along Pine Street will be reduced to 80 linear feet. Access to Pine Street will remain.

The highest and best use in the after condition as vacant and improved will remain the same as in the before condition or commercial development / commercial.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained.	

The appraiser met with the owner (Monica Task) on site and explained the project and acquisition area to her. After the meeting the owner was emailed an LPA Acquisition Guide and other materials related to the subject property/project.

The appraisal was completed as an Appraisal Report of Land with Improvements; which is the correct format as "land only" was being valued in the before and after conditions. The only site improvements being affected was some concrete paving / striped parking and landscaping. The contributory value of these items were added to the before land value. This is a common practice where only minor site improvements are affected.

Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land only" was being valued for all practical purposes. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being limited. The only approach developed within the appraisal was the Sales Comparison Approach. The market data for the property as vacant was adequate to provide a reliable value analysis. Elements of the Cost Approach were used to value the site improvements affected by the proposed ROW as well as the cost to cure or damages.

In the valuation of the subject's site identified consisting of 0.16 acres± or 6,967 Sq. Ft. more or less, the appraiser analyzed three (3) land sales ranging in size from 0.35 acres± to as large as 0.735 acres±. The sales ranged in price per square foot from a low of \$2.43/sq. ft. to a high of \$5.51/sq. ft. having occurred between 7/18 and 07/21.

After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales which occurred in 2018 and 2020 all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The oldest sale was adjusted 10% with the latter two sales adjusted 5% for time. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered similar to the subject property with all three (3) sales considered. The first sale was located on Hardy Street and considered similar in location to the subject property. The other two sales were located in a less dense commercial area and were considered 25% inferior in location and were so adjusted. Another adjustment was for topography. The first two sales were considered superior due to a portion of the subject property being within Gordon's Creek with the third sale having a substantial amount of area within a creek. The first sale was also considered inferior in size with a nominal upwards adjustment of 15%. The adjusted range of values is from \$3.29/sq. ft. to \$6.06/sq. ft. For appraisal purposes, a unit value of \$6.00/sq. ft. was adopted for the subject site in the before condition or **\$41,805 RO**. As previously discussed, 665 sq. ft. of striped concrete paving is located within the acquisition area as well as a mature Sycamore Tree. The paving was estimated at a replacement cost new of \$6.80/sf based on Marshall and Swift Cost Handbook, a nationally recognized Cost Source for real estate professionals. A 10% contingency as well as 7% tax was added for an estimated cost new of \$8.17 sf less 25% depreciation for an indicated contributory value of the pavement in the ROW of **\$4,000**. The mature tree was based on a cost provided by a local nursery at \$725 plus 10% contingency and 7% tax for a total of **\$855 RO**. The net indicated value of the before condition is then **\$46,660**.

In the after condition, the same sales were utilized with the after value of the subject site considered similar as in the before condition. Hence, the same unit value in the before condition was adopted in the after condition or \$6.00/sq. ft. for 5,109 square feet for an adopted value of **\$30,655 RO**. A cost to cure as discussed above was considered based on past quotes for re-striping or painting a limited area of parking at a cost of \$300 to \$500. A cost to cure or damages of **\$500** was adopted and deducted from the after value. Also deducted was a nominal value for the Q-interest to clear title. This was deducted as to not penalize the fee owner for clear title. The net indicated after value is then **\$30,055**.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$16,605**.

Conclusion	<i>Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)</i>
As this is a partial acquisition from an improved tract of land whereas the main improvements were determined not to be adversely affected, the appraisal is a "land only" appraisal for all practical purposes. The appraiser completed a total before and after value of the subject property's site. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition. The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as "land only" was being valued. Note; elements of the Cost Approach were utilized within the SCA for the minor site improvements within the proposed ROW and cost to cure damages. The following opinions were developed as a result of my review of the appraisal that is the subject of this report. The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion. I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach. The estimated due compensations is then \$16,605.	

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$16,605 and is recommended as the basis for the establishment of the amount believed to be just compensation.

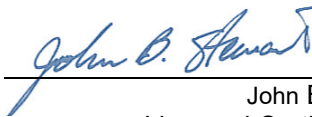
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 21875	\$11,150	\$4,855	\$500	\$16,505
Q-1 21875	\$100	\$0	\$0	\$100
Total: Sixteen Thousand Six Hundred Five Dollars				

Date
04/25/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

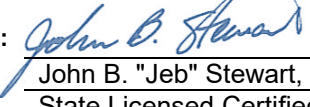
I have not performed any services within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$16,605.

Review Appraiser (sig.):

(print name)

(license)

 John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate
Appraiser # 231

Date: 04/25/2022

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

APPRAISAL REPORT of Land with Improvements

Parcel Number(s) 2-029J-10-161.00 / PPIN #21875
Owner Katmon Industries, LLC
Vacant / Occupied / Leased Leased
County Forrest
Project Description Gordon's Creek Commons Project
Effective Date of the Appraisal 04/04/2022
Report Date 04/25/2022
Report Requested for Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Real Estate Appraisal Report

County	<u>Forrest County</u>	Address:	<u>234 Woodstone Drive,</u>
Owner(s):	<u>Katmon Industries, LLC</u>		<u>Hattiesburg, MS 39402</u>
Phone:	<u>(228) 669-3835 / Monica Tisack</u>		
Occupant(s):	<u>Tony Lyon (Tenant)</u>	Address:	<u>325 West Pine Street</u>
Phone:			<u>Hattiesburg, MS 39402</u>

Estate Appraised:	☒ Fee	Area of Whole Tract	<u>+/- 0.16 Acres or 6,967 sf</u>
	☐ Easement	Area of Remaining Tract	<u>+/- 0.12 Acres or 5,109 sf</u>
	☒ Quit-Claim	Area to be Acquired	<u>+/- 0.04 Acres or 1,858 sf</u>

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	<u>04/04/2022</u>
George Null met with Monica Tisack on April 4 th , 2022. We inspected the interior and exterior of the property. She stated that she purchased the building in 2020 for \$75,000. Since that time, she has leased it for \$600/month to a local coffee roaster. The property is in average condition. the acquisition area will acquire 19 feet across two parking spaces. The subject has 11 marked spaces, but only 7 functional spaces. The loss of parking will be addressed later in this report. The acquisition area also includes one landscape tree (sycamore) and the concrete in the parking areas. This parking area is part of the elevated bridge over Gordon's Creek. the property owner stated that the property was previously a gas station, therefore, there is a concern for underground tanks or contaminants. Following the inspection, I forwarded a copy of the plat, the Citizen's acquisition guide, and the overall property plan to the property owner.	
Contact Comments	See Above – Monica Tisack (228-669-3835)
Is the Property being Leased or Rented? ☒ Yes ☐ No	
Lessor: Monica Tisack	Lessee: Tony Lyon
Terms: 6 month lease @ \$600/month for (1) room, with tenant paying all bills except for taxes and insurance. The lease started in December of 2021, as per Monica Tisack.	

Appraiser:
(signature)
(print name)
(license type)



George Null, MAI
State Certified General Real Estate Appraiser, GA-679

Date: 04/25/2022

Summary of Facts and Findings

Project No. Gordon's Creek Commons Project	Parcel No. 2-029J-10-161.00 / PPIN #21875
---	--

Property Owner: Katmon Industries, LLC Address: 234 Woodstone Drive, Hattiesburg, MS 39402 Phone: (228) 669-3835	Leasehold (Tenants) Tony Lyon Address: 325 West Pine Street, Hattiesburg, MS 39402 Phone: N/A
---	--

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is contained in one parcel of land located along the north side of West Pine Street. The property parcel is partially located in Gordon's Creek. The legal states that the property is a parcel of land being a part of Block 173 and a part of Lot 21 of Block 174 of the J.F. Long Subdivision of the D.H. McInnis First Survey of the City of Hattiesburg. Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple; Q-interest	

Size of the Whole Tract (Before):	+/- 0.16 Acres or 6,967 sf
Size of the Remaining Parcel (After):	+/- 0.12 Acres or 5,109 sf
Size of the Area to be Acquired:	+/- 0.04 Acres or 1,858 sf

Highest and Best Use Before (Whole Tract):	Commercial
Highest and Best Use After (Whole Tract):	Commercial

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 0.16 Acres
Highest and Best Use of the Larger Parcel(s)	Commercial

Unit Value of the Land (Before)	\$6.00/sf
Unit Value of the Land and Improvements (Before)	N/A
Unit Value of the Land (After)	\$6.00/sf
Unit Value of the Land and Improvements (After)	N/A

Improvements:	
The property is improved with a +/- 1,200 sf of useable building area that was built in 1945. This building was formerly a gas station and consists of a lobby area, two offices, two restrooms, and other ancillary areas. These improvements are adjacent to the proposed acquisition area. There is also an existing bridge that was built over Gordon's Creek that includes one parking stall for the subject property. The subject has approximately 3,800 sf of concrete paving.	

Total Before Value:	\$46,660
Total After Value:	\$30,055
Just Compensation:	\$16,605

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
None				
Parcel No.	Land	Improvements	Damages	Total
PPIN# 21875	\$11,150	\$4,855	\$500	\$16,505
Q1 – Tony Lyon	\$100			\$100

Effective Date of the Appraisal:	04/04/2022
Date of Report:	04/25/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 04/04/2022.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$46,660</u>
Fair Market Value of the Remainder Property	After	<u>\$30,055</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$16,605</u>

as of 04/04/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **04/25/2022**

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

George Null met with Monica Tisack on April 4th, 2022. We inspected the interior and exterior of the property. She stated that she purchased the building in 2020 for \$75,000. Since that time, she has leased it for \$600/month to a local coffee roaster. The property is in average condition. The acquisition area will acquire two parking spaces. the subject has 11 marked spaces but only 7 functional spaces. City code requires one parking stall per 300/sf of building for office and retail uses, Thus, 4 parking spaces are needed. The loss of parking will be addressed later in this report. The acquisition area also includes one landscape tree (sycamore) and the concrete in the parking areas. This parking area is part of the elevated bridge over Gordon's Creek. The property owner stated that the property was previously a gas station, therefore, there is a concern for underground tanks or contaminants. Following the inspection, I forwarded a copy of the plat, the Citizen's acquisition guide, and the overall property

plan to the property owner. Following the inspection, I forwarded an email with a copy of the plat, the Citizen's acquisition guide, and the overall project site plan to the property owner.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple; Q-Interest	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

1) The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.

2) There is an extraordinary assumption that the property no longer has underground gas tanks or any ground contamination from previous leaks, as its prior use as a former gas station.
--

NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS
--

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as the so called "Superfund Act," provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of the fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers, tenants, and lenders involved with the property which is the subject of this report, and any other user and/or users of this report are urged to consult legal counsel to determine their respective rights and liabilities with respect to the proposed transaction involving the subject of this appraisal. If hazardous wastes or substances have been, or are going to be used, or if underground storage tanks are present, it is essential that legal and technical advice be obtained in determining, among other things, what permits and approvals have been or may be required, if any, estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances, and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

I have not made an investigation or obtained reports regarding the subject matter of this Notice, except as may be specifically described within the body of this appraisal. I make no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. The user and/or users of this report should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to provide advice concerning the property.

The term "hazardous wastes or substances" are used in this Notice in its broadest sense and includes, but is not limited to, petroleum base products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB's and any storage tanks that may be present on all types of real property. This Notice is therefore meant to apply to any type of real property, whether improved or unimproved.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the west side of West Pine Street at its intersection with Hardy Street, in downtown Hattiesburg, Forrest County, Mississippi. This area consists primarily of commercial properties.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along the west side of West Pine Street at its intersection with Hardy Street. The downtown area of Hattiesburg is to the east of the subject property. The surrounding uses are predominantly commercial uses.					
The subject neighborhood is a revitalized commercial area of Hattiesburg, west of the downtown Hattiesburg area.					
Neighborhood Zoning	☐ Res.	☒ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There are various projects that continue to support the revitalizing of the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued demand in downtown Hattiesburg presents a stable to growing outlook for the area.	

Site Description

(Before – Acquisition - After)

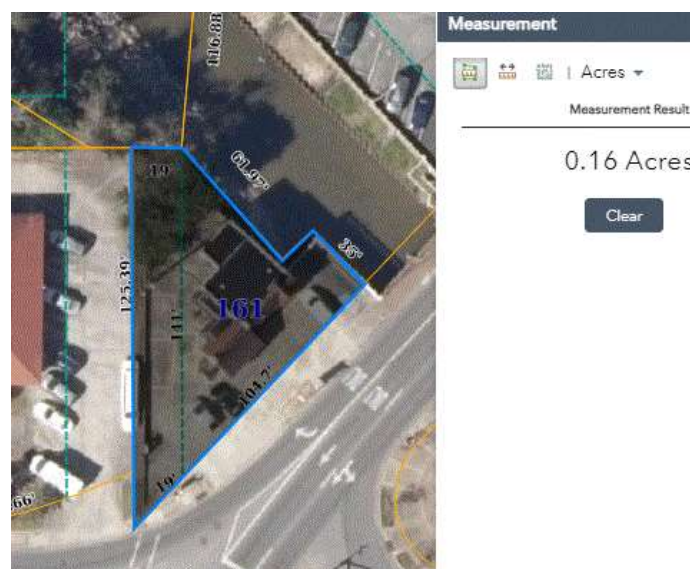
Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Commercial Property, Leased

Legal Description of the Total Ownership: The subject property is contained in one parcel of land located along the west side of West Pine Street. The property parcel is partially located in Gordon's Creek. The legal states that the property is a parcel of land being a part of Block 173 and a part of Lot 21 of Block 174 of the J.F. Long Subdivision of the D.H. McInnis First Survey of the City of Hattiesburg. Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.



Location: The subject property is located east of McLeod Street and north of Hardy Street at its intersection with West Pine Street in Hattiesburg, Forrest County, Mississippi. Hardy Street is a busy corridor with a multitude of commercial uses in the downtown area of Hattiesburg.

Dimensions/Area/Shape: The subject property is irregular in shape with access along West Pine Street. The larger parcel contains approximately +/- 0.16 acres or 6,967 sf and is contained in one tax parcel. The proposed acquisition area (PPIN# 21875) contains approximately +/- 0.04 acres or 1,858 square feet and is irregular in shape.

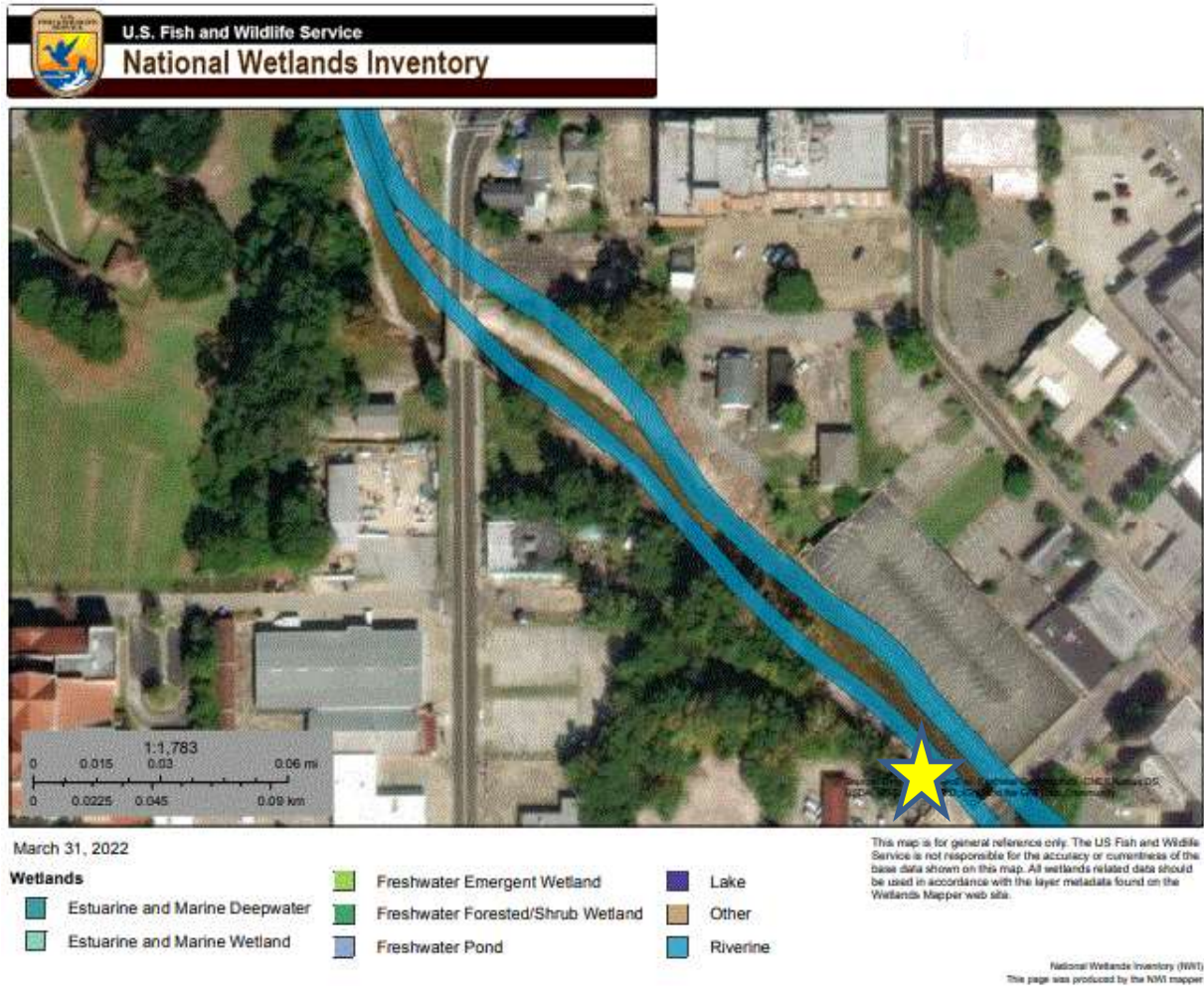
Frontage/Access: The property has +/- 100' of frontage along West Pine Street.

Topography: The subject property is a fairly level lot except on the north boundary. Approximately 1,200 sf of 17% of the lot is in the creek bank. The entire lot is located almost entirely in a flood zone area.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone AE, which is a designated flood hazard area.



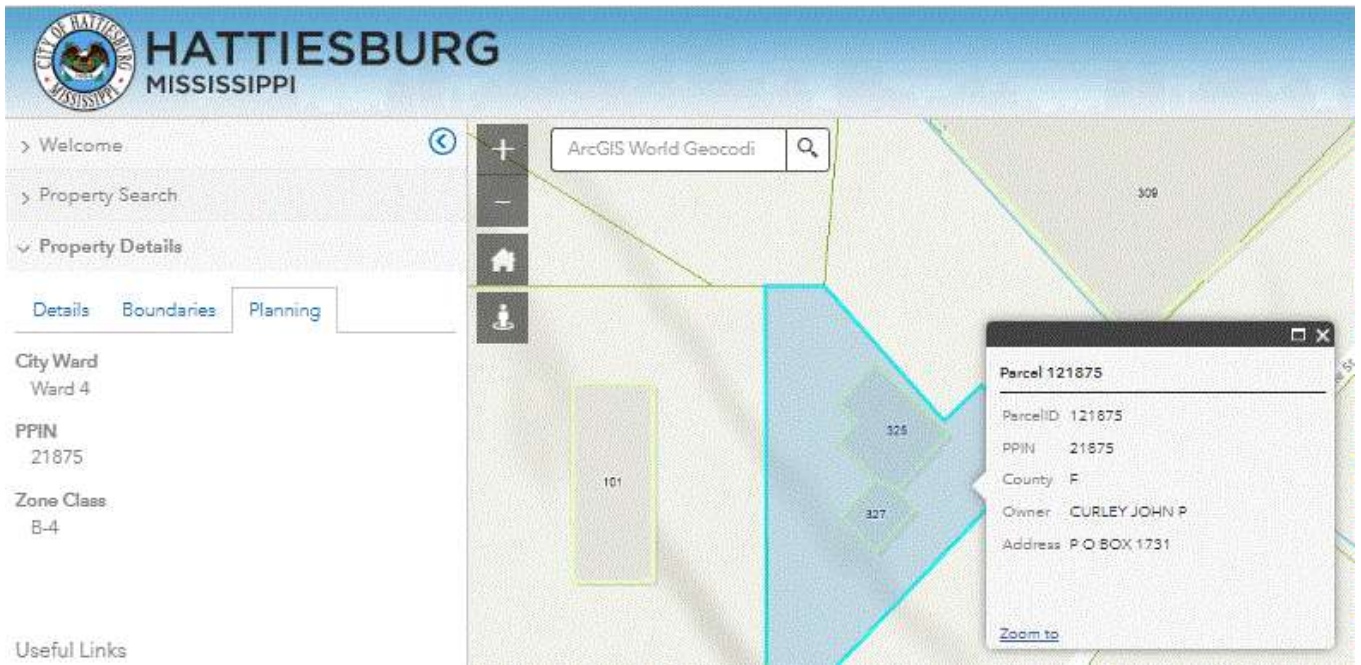
WETLANDS MAP



**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned B-4, Downtown District by the City of Hattiesburg. This zoning allows for primarily commercial uses. Please see the addenda of this report for the full zoning ordinances.

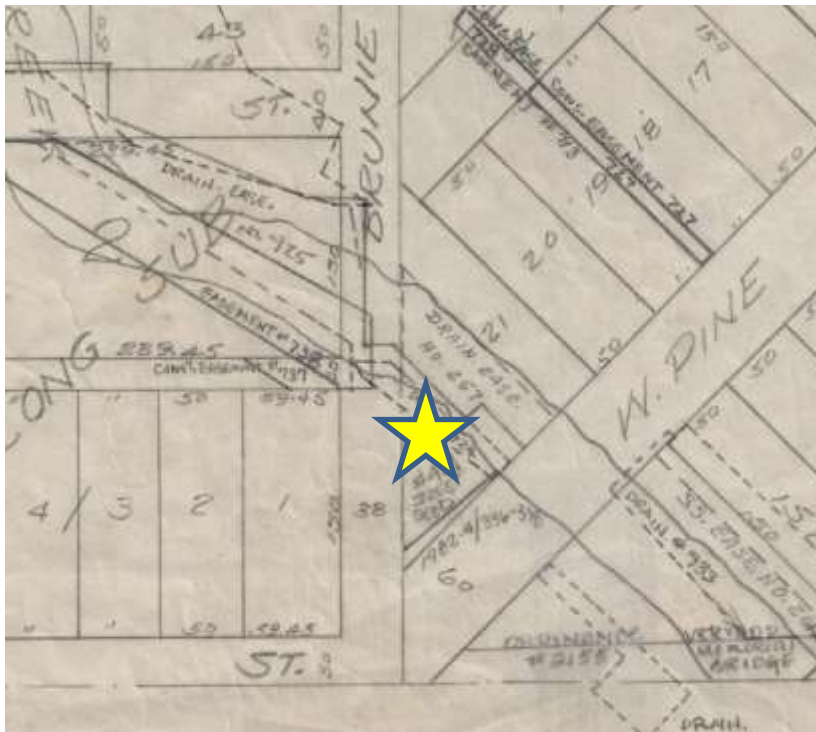
4.5.11 B-4 Downtown District.	
Description and Purpose.	Characteristic Development Type
The Downtown Business District is intended to promote the concentration and vitality of commercial and business uses in the historic central business area of the City and as such, encourages a mixture of complementary uses with a pedestrian orientation. This district is characterized by wall-to-wall and lot-line-to-lot-line development, pedestrian walkways, a vertical mix of uses, upper floor residential uses, and off-street public parking lots.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10



Site Improvements: The property is improved with a +/- 1,200 sf building that was built in 1945. This building was formerly a gas station and consists of a lobby area, two offices, two restrooms, and other ancillary areas. This improvement is adjacent to the proposed acquisition area. There is also an existing bridge that was built over Gordon's Creek that contains one parking stall for the subject property. The subject has approximately 3,800 sf of concrete paving.

Adjacent Land Uses: Commercial

Easements/Encumbrances: The City of Hattiesburg currently has a drainage easement on a portion of the property both along and within Gordon's Creek. Refer to the addenda for a copy of the easement.



Utilities:



-  **Electric Service Area** ①
Mississippi Power Company
-  **Telecomm Service Area** ①
BellSouth Telecommunications, LLC
-  **Gas Service Area** ①
Willmut Gas and Oil Co.
-  **Water Service Area** ①
null
-  **Sewer Service Area** ①

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in an older commercial area of Hattiesburg, with some new revitalized commercial buildings such as Blooms and The Thirsty Hippo. Gordon's Creek runs along the northern property boundary and creates less useable area due to the topography and drainage easement.	

Site Description — Area of Acquisition

Location: The larger parcel contains approximately +/- 0.16 acres and is contained in one tax parcel. The proposed acquisition area (PPIN# 21875) contains approximately +/- 0.04 acres or 1,858 square feet, is irregular in shape, and is located at the intersection of West Pine Street and Hardy Street.

Dimensions/Area/Shape: The fee simple acquisition area is +/- 0.04 acres or +/-1,858 sf is contained on PPIN# 21875. The dimensions and shape are irregular. See the plat for better detail.

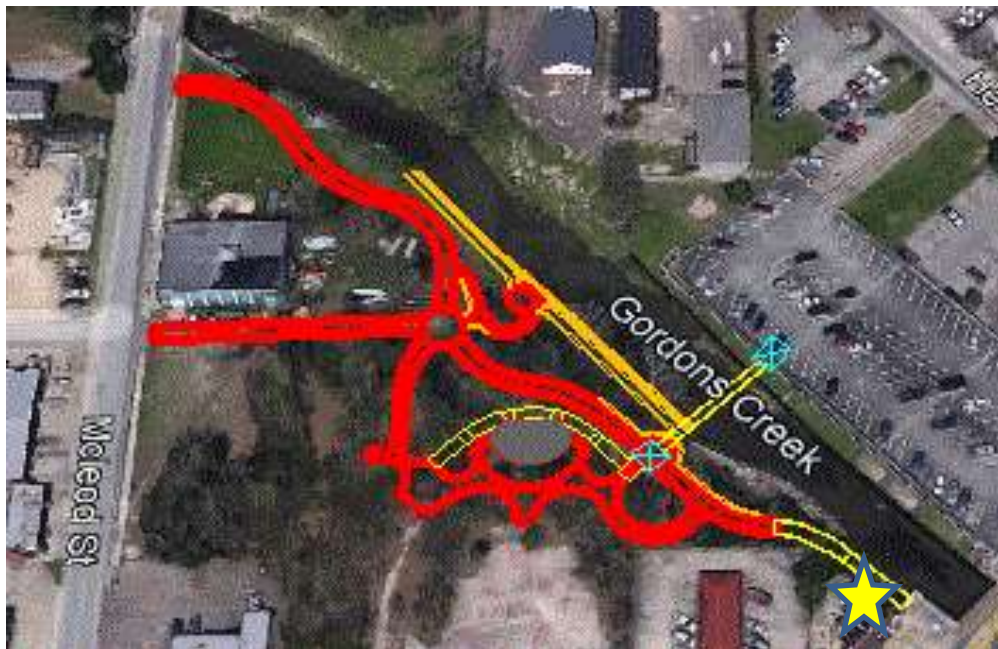
Site Improvements: The property is improved with a +/- 1,200 sf building that was built in 1945. This building was formerly a gas station and consists of a lobby area, two offices, two restrooms, and other ancillary areas. This improvement is adjacent to and +/- 0.5 feet from the proposed acquisition area and any zoning ordinances will be grandfathered in. The subject has approximately 3,800 sf of concrete paving.

The proposed acquisition area will acquire 665 sf of parking, effecting two parking spaces. The subject property has eleven (11) marked spaces but only 7 functional spaces. City code requires one parking space per 300 sf of building area. There are approximately 7 spaces, with two being affected. Thus, the subject will retain adequate parking and would not be damaged. The acquisition area also includes one landscape tree (sycamore) and the concrete in the parking areas. This parking area is part of the elevated bridge over Gordon's Creek.

89.02 Requirements of Automobile Parking and Storage Space: For the purposes of this Section a parking or storage space shall not be less than nine (9) feet by eighteen (18) feet, excluding all driveways, entrances and exits. The area for each space including all driveways, entrances and exits shall not be less than three hundred (300) square feet per parking space. Each space shall have a wheel stop or raised concrete curb.

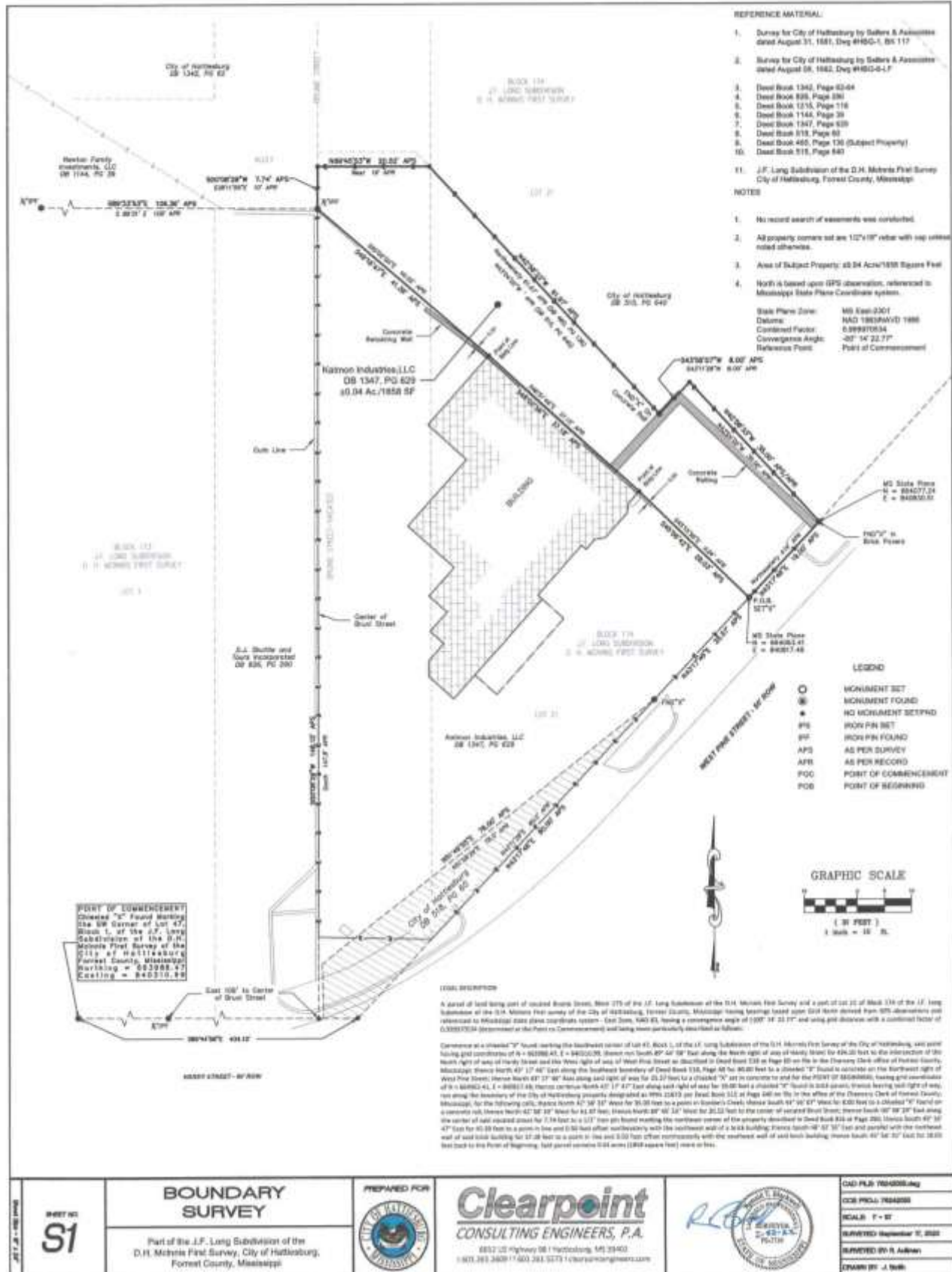
<u>Retail, <10,000 sq.ft.</u>	1 per 300 sf GFA
<u>Retail, >50,000 sq.ft.</u>	1 per 300 sf GFA
<u>Retail, 10,000-50,000 sq.ft.</u>	1 per 300 sf GFA

Rights to be Acquired for Each Parcel: Fee Simple



Aerial view of proposed project.

SURVEY



Parcel No. PPIN# 21875

Project No. Gordon's Creek Commons Project

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel and subject property of this report will have +/- +/- 0.12 Acres or 5,109 sf remaining.

Frontage/Access: In the After Condition, the property will have the same access as in the Before Condition. However, the property will only retain approximately +/- 80 feet of frontage along West Pine Street.

Topography: Same as in the Before Condition.

Flood Plain and Drainage Data: Same as in the Before Condition.

Use Restrictions: Same as in the Before Condition.

Off-Site Public Improvements: Same as in the Before Condition.

Easements/Encumbrances: Same as in the Before Condition.

Utilities: Same as in the Before Condition.

Comments:	<i>Include additional narrative, as needed.</i>
There will be a pedestrian bridge to the parking garage over Gordon's Creek. This will carry foot traffic from the parking garage to the proposed park. This garage could provide off-site parking to the subject.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.16 acres of land.

Items of Personal Property Not Appraised

None.

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the inspections of the subject property.

Basic Construction Details

Design/Style: +/- 1,200 sf painted brick commercial building, with additional storage areas adjacent to the building.

Foundation: Slab

Exterior Walls: Painted brick veneer

Roof: Cedar Shingles

Windows: Storefront glass

Exterior Doors: Glass and metal

Interior Floors: Vinyl composition tile, ceramic tile

Interior Walls: Painted gypsum board

Ceiling: Acoustical ceiling tiles with lay-in grid system

Lighting: Single incandescent lighting, fluorescent lay-in lighting

Room Count (Total / Bedrooms / Bathrooms): 2 bathrooms, Lobby, 2 offices, 1 storage room

Heating and Cooling: Central HVAC

Parking and Drives: Parking off of West Pine Street; 11 marked spaces (1 H/C space); 7 useable spaces

Actual Age: 1945 (77 years)

Items of Deferred Maintenance: Roof

Improvements in the Acquisition: A +/- 665 sf area of the parking lot as well as one landscaping tree will be acquired in the proposed acquisition.

Improvements Remaining: The building and remaining parking.

IMPROVEMENT SKETCH





View looking north along West Pine Street with the subject property on the left.



View looking from the intersection of West Pine Street and Hardy Street of the subject property.



View of the proposed acquisition area.



View of the subject property along Gordon's Creek and proposed acquisition area.



Additional view of the proposed acquisition area over the drainage easement.



Additional view of the proposed acquisition area.



Additional view of the proposed acquisition area.



Interior view of the building located on the subject property.



Additional interior view of the building on the property.



Additional interior view of the building on the property.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Tax Assessor's website, the tract is irregular in shape and contains a total of +/- 0.16 acres, more or less. The property is owned by Katmon Industries, LLC. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The +/- 0.16 acres or 6,967 square feet and is owned by Katmon Industries, LLC. It has a highest and best use as commercial. Thus, it was valued as the larger parcel of this appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Physically possible: The site has access to West Pine Street and is physically large enough for a variety of uses. Any sort of small commercial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned B-4 by the City of Hattiesburg. This zoning district is intended for commercial business uses. Residential and industrial uses would be excluded. Financially feasible: The site is located in Hattiesburg and is legally restricted to B-4 zoning class. This area along West Pine Street is mostly older and/or commercial uses. Feasible uses would be similar commercial uses. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 0.16 acres. The property has direct physical access off of West Pine Street and is in an area of commercial uses. For this reason, the highest and best use as vacant is as a commercial lot. <u>Highest and Best Use As Improved:</u> The highest and best use as if improved is as a commercial use.	

HIGHEST AND BEST USE IN THE AFTER CONDITION

The highest and best use in the after condition is as a commercial use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
09/04/2020	John Michael Curley	Katmon Industries, LLC	\$75,000	1347/629	WD
Explanation: There have been no transfers in ownership in the last five years. A copy is found in the addenda.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 21875	True Value – Land	\$27,320
Millage Rate		True Value – Improvements	\$42,570
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

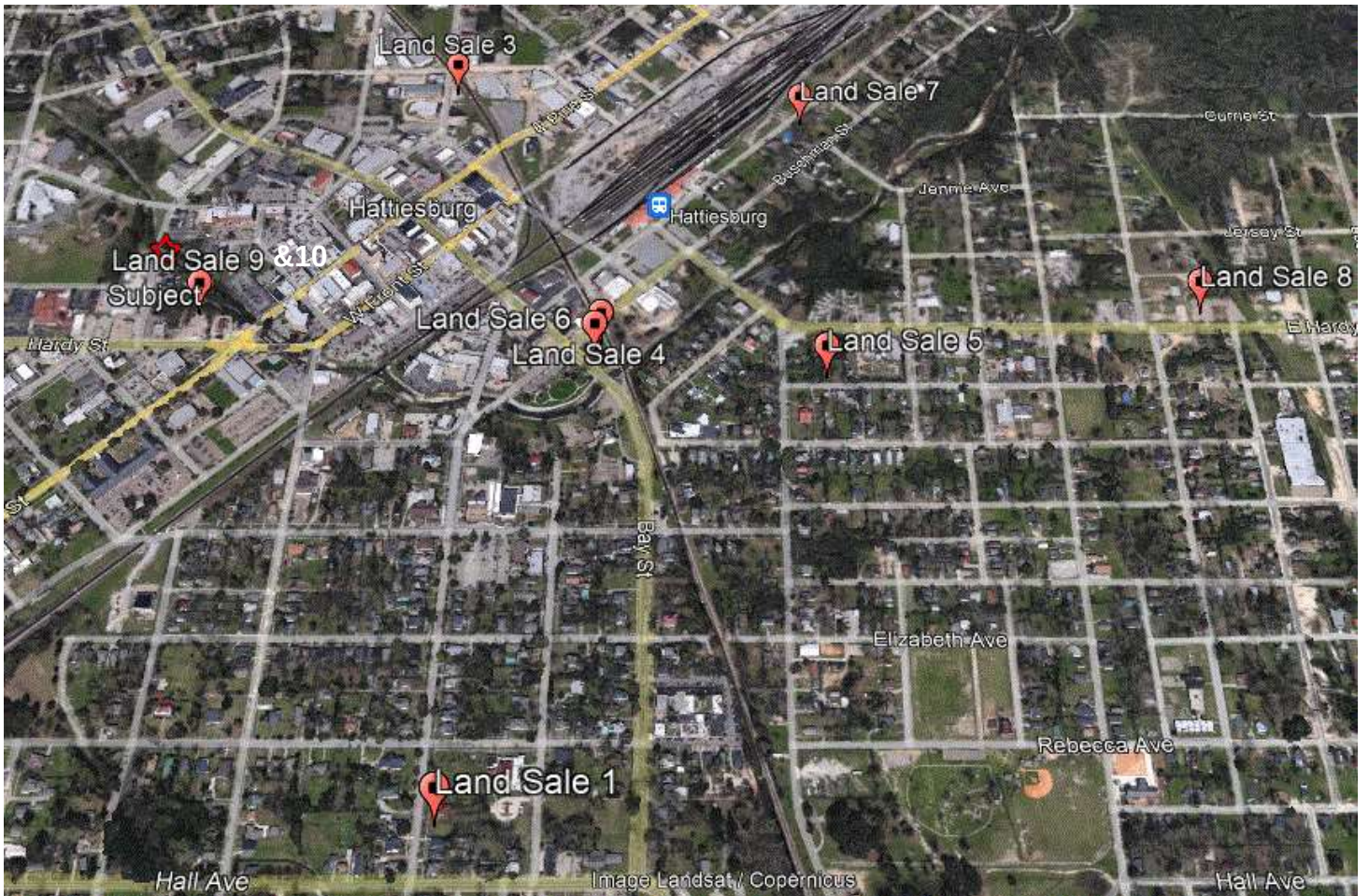
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised as an vacant tract of an improved commercial property. The value of the property is valued using the Sales Comparison approach presented on the following pages.	

LAND SALES MAP



Sales Comparison Approach –Before Value

☐ Complete Take
☒ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #	L-10	Comp Sale #	L-6	Comp Sale #	L-9
Location		East Hardy Street		101 Main Street		Off of McLeod Street	
Sales Price			\$180,000		\$43,500		\$37,000
Price Per SF			\$5.51		\$2.85		\$2.43
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$5.51		\$2.85		\$2.43
Financing	Typical						
Adjusted Price			\$5.51		\$2.85		\$2.43
Condition of Sale	Arms-Length						
Adjusted Price/ SF							
Market Conditions	Date of Sale	7/19/18	10%	11/24/20	5%	7/14/20	5%
Adjusted Price / SF			\$6.06		\$2.99		\$2.55
Location		Similar	\$0.00	Inferior	25%	Inferior	25%
Size (Acre(s))	0.160	0.735	15%	0.350	0%	0.350	0%
Topography	Flat, level	flat, level	-15%	flat, level	-15%	Creek	35%
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	B-4	B-1	\$0.00	B-3	\$0.00	B-3	\$0.00
Additional Adjustment		(+/-)		(+/-)		(+/-)	
		Net %	0.00%	Net %	10.00%	Net %	60.00%
		Gross %	0.00%	Gross %	10.00%	Gross %	60.00%
Adjusted Sales Price			\$6.06		\$3.29		\$4.08

Adopted Unit Value, Before (Land Only): \$6.00

Size	Unit of Measure	Rate		
6967.000	Square Feet	\$6.00	Per SF	\$41,802
Add (Timber, minor site improvements, concrete - See Attached):				\$4,000
Tree				\$855
Total Before Value (Land Only):				\$46,657
r/o				\$46,660

Sales Comparison Approach –After Value

☒ Complete Take

☐ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Acre(s))			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Acre(s))							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$6.00

Size	Unit of Measure	Rate	
5,109.00	Square Feet	\$6.00	\$30,654
Less Cost to Cure:			(\$500)
Less Easements (See Attached):			\$0
Less Other (See Attached):			(\$100)
Total After Value (Land Only):			\$30,054
R/O			\$30,055
Difference in Before and After:			\$16,605

Parcel No. PPIN# 21875

Project No. Gordon's Creek Commons Project

Explanation of Adjustment

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2020 to 2021. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales 6 and 9, and 15% was applied to sale 10.

Location: All of the sales are located in Forrest County and are generally similar in location. Sales L-6 & L-9 are located in inferior locations and were adjusted up 25%.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. A positive 15% size adjustment was made to sale L-10. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject contains about 15% of un-useable ground. Sales 1 & 2 were considered superior in topography, and therefore adjusted down 15%. Sale 3 has more un-useable ground and was adjusted up for this reason.

Zoning: The subject is zoned B-4, Downtown District. All of the sales had similar commercial business zoning. The highest and best use was commercial. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$3.29 to \$6.06 per square foot. Sale #10 was the most similar in location. This sale is one lot west of the subject, although it is larger. It has better topography which offsets the size adjustment. Overall, considering the other adjusted values, the topography and floodplain, the subject was concluded to have a value of \$6.00 per square foot. This was adopted for the subject property. This per square foot value was used for land value calculation on the previous page.

Site Improvements

The property is improved with a +/- 1,200 sf building that was built in 1945. This building was formerly a gas station and consists of a lobby area, two offices, two restrooms, and other ancillary areas. This improvement is adjacent to the proposed acquisition area. The subject has approximately 3,800 sf of concrete paving. The acquisition area consumes approximately 665 sf of parking.

The proposed acquisition area will acquire two parking spaces. The subject property has eleven (11) marked spaces but only 6 functional spaces. City code requires 300/sf of building per parking space. The acquisition area also includes one landscape tree (sycamore) and the concrete in the parking areas. This parking area is part of the elevated bridge over Gordon's Creek.

See the breakdown of each item below. Cost estimates can be found in the addenda of this report.

Improvements in the R.O.W.	Compensation
Paving – 665 SF in the R.O.W. @ \$6.80/sf + 10% Contingency + 7% tax = (\$8.17/sf) – 25% depreciation	\$4,000
Landscaping (1 Sycamore tree)	\$855
Total	\$4,854

Landscaping:

The cost estimate for the landscaping was taken from a previous project and is found in the addenda. In total the landscaping in the proposed right-of-way includes;

1 Tree @ \$725 =	\$725
Subtotal =	\$725
Contingency @ 10% =	\$72.50
Tax @ 7% =	<u>\$55.83</u>
Total =	\$853.33 or \$855 (ro)

Paving analysis:

The paving is in average condition and ranges between \$3.19 to \$6.93 per square foot, per the Marshall & Swift Valuation Guide, Section 66, Page 2. Due to recent inflation, a price near the top of the range or \$6.80/sf was utilized.

(665 square feet x \$6.80/sf + 10% Contingency + 7% tax) – 25% depreciation = **\$4,000 (ro)**.

Explanation of Adjustment

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same as in the Before Condition.

Financing: Same as in the Before Condition.

Conditions of Sale: Same as in the Before Condition.

Market Conditions: Same as in the Before Condition.

Location: Same as in the Before Condition.

Size: Same as in the Before Condition.

Topography: Same as in the Before Condition.

Utilities: Same as in the Before Condition.

Other: Same as in the Before Condition.

Explanations of damages (if any): In the after condition, the subject property will have two of the eleven marked parking spaces impacted. One of which is only losing two feet. The city code requires 9 feet per parking stall. In the after condition, there will be about 64 linear feet of parking lot. Thus, with repainting this 2nd stall could be reconfigured. Based on previous estimates for parking lot painting a cost of \$300 to \$500 was quoted. A cost to cure of \$500 was included for repainting the parking stalls. The City of Hattiesburg requires that for B-4, Downtown District zoning, one parking space per 300 sf of building area be provided. There are approximately 7 spaces, with two being affected. Thus, the subject will retain adequate parking and would not be damaged.

<u>Retail, <10,000 sq.ft.</u>	1 per 300 sf GFA
<u>Retail, >50,000 sq.ft.</u>	1 per 300 sf GFA
<u>Retail, 10,000-50,000 sq.ft.</u>	1 per 300 sf GFA

In addition, there is currently a tenant in the building. He has an active lease. The property will lose one parking space; however, will still have adequate parking. For this reason, a nominal value of \$100 was allocated for a quitclaim interest.

After Value - Reconciliation of Land Sales:

In the after condition, approximately +/- 0.12 acres or 5,109 sf remains. The property will have similar utility, thus not damages to the remainder.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$46,660	\$30,055	\$16,605
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the +/- 0.16 acre parcel was concluded to have a before value of \$46,660. In the after condition, the remaining site was concluded to have a value of \$30,055. Thus, just compensation due is \$16,605.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$16,605** as of 04/04/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest										
Parcel		Acq. Area		HBU	Land	Improvements		Damages		Total
						Item	Value	Item	Value	
21875		0.040	Acre(s)	Comm	\$11,150	Tree	\$855	Painting	\$500	\$12,505
						Paving	\$4,000			\$4,000
										\$0
										\$0
										\$0
Totals		0.040	Acre(s)		\$11,150		\$4,855		\$500	\$16,505

Easements (Permanent / Temporary)										
Parcel		Acq. Area		HBU	Land	Improvements		Damages		Total
						Item	Value	Item	Value	
										\$0
										\$0
										\$0
										\$0
										\$0
Totals		0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold										
Parcel		Acq. Area		HBU	Land	Improvements		Damages		Total
						Item	Value	Item	Value	
Q-1 21875		0.040	Acre(s)	Comm	\$100					\$100
										\$0
										\$0
										\$0
										\$0
Totals		0.040	Acre(s)		\$100		\$0		\$0	\$100

Total of all Interests										\$16,605
------------------------	--	--	--	--	--	--	--	--	--	----------

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- USPAP 2020-2021, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

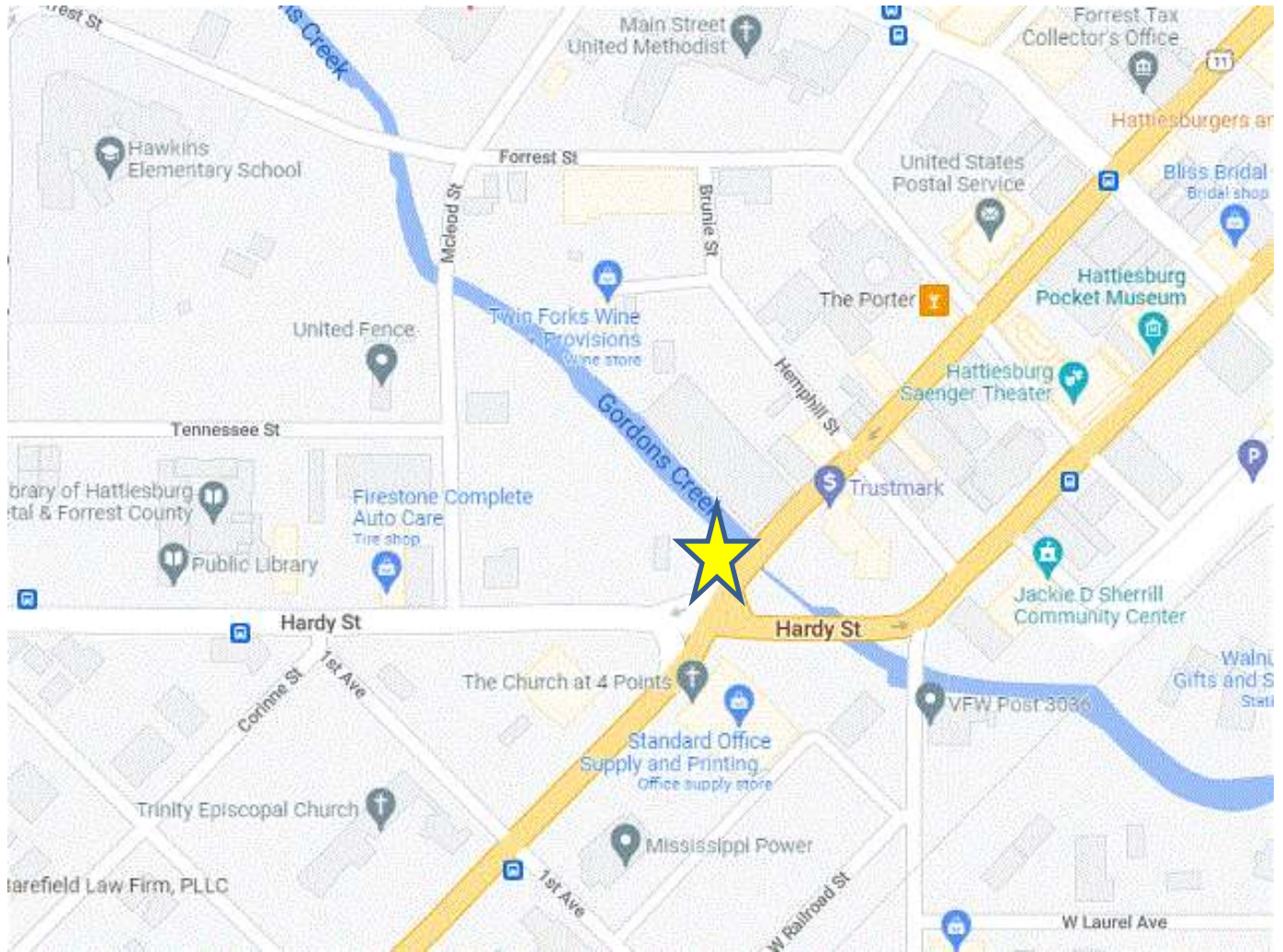
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Location Map



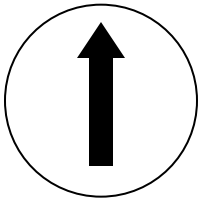
Sketch of Property¹⁷

AREAS

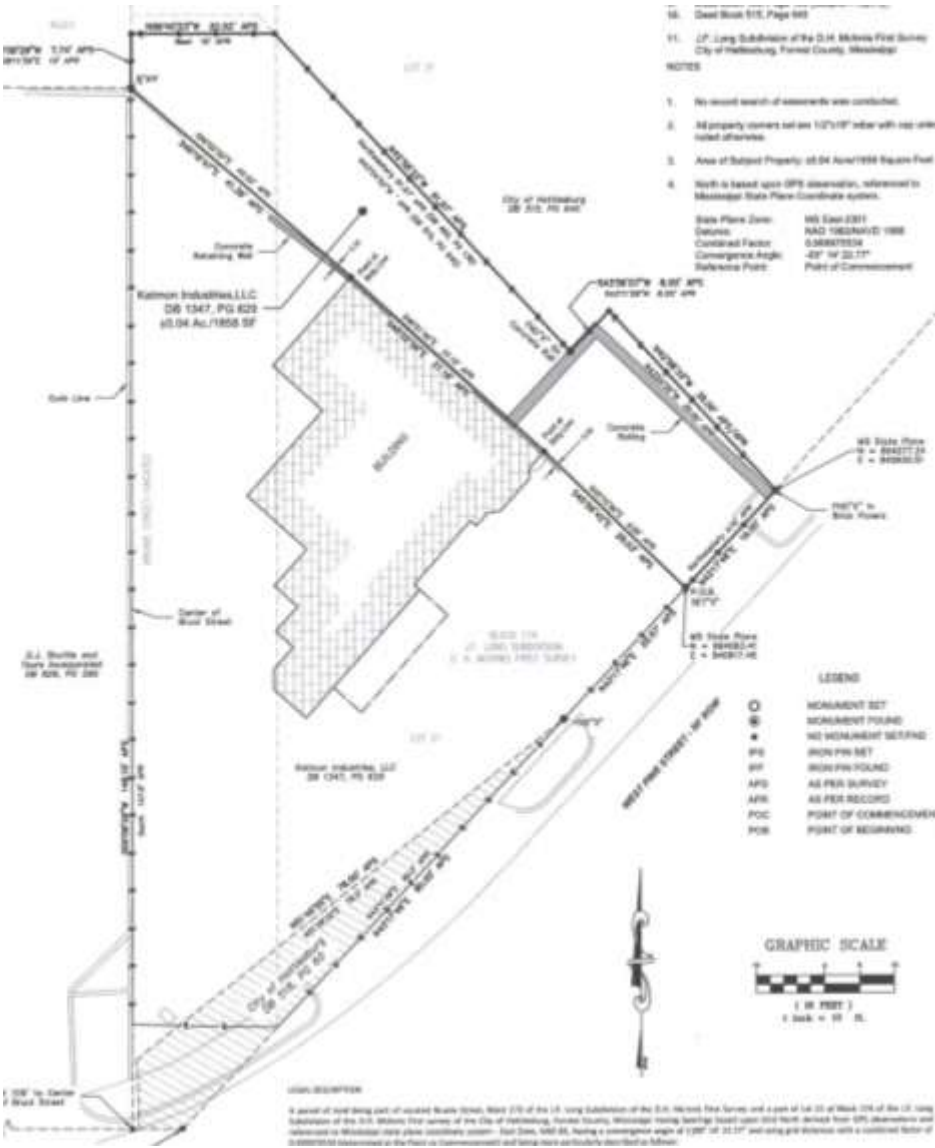
Area of Whole Tract - Before: +/- 0.16 Acres

Area of Remaining Tract - After: +/- 0.12 Acres

Area to be Acquired: +/- 0.04 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

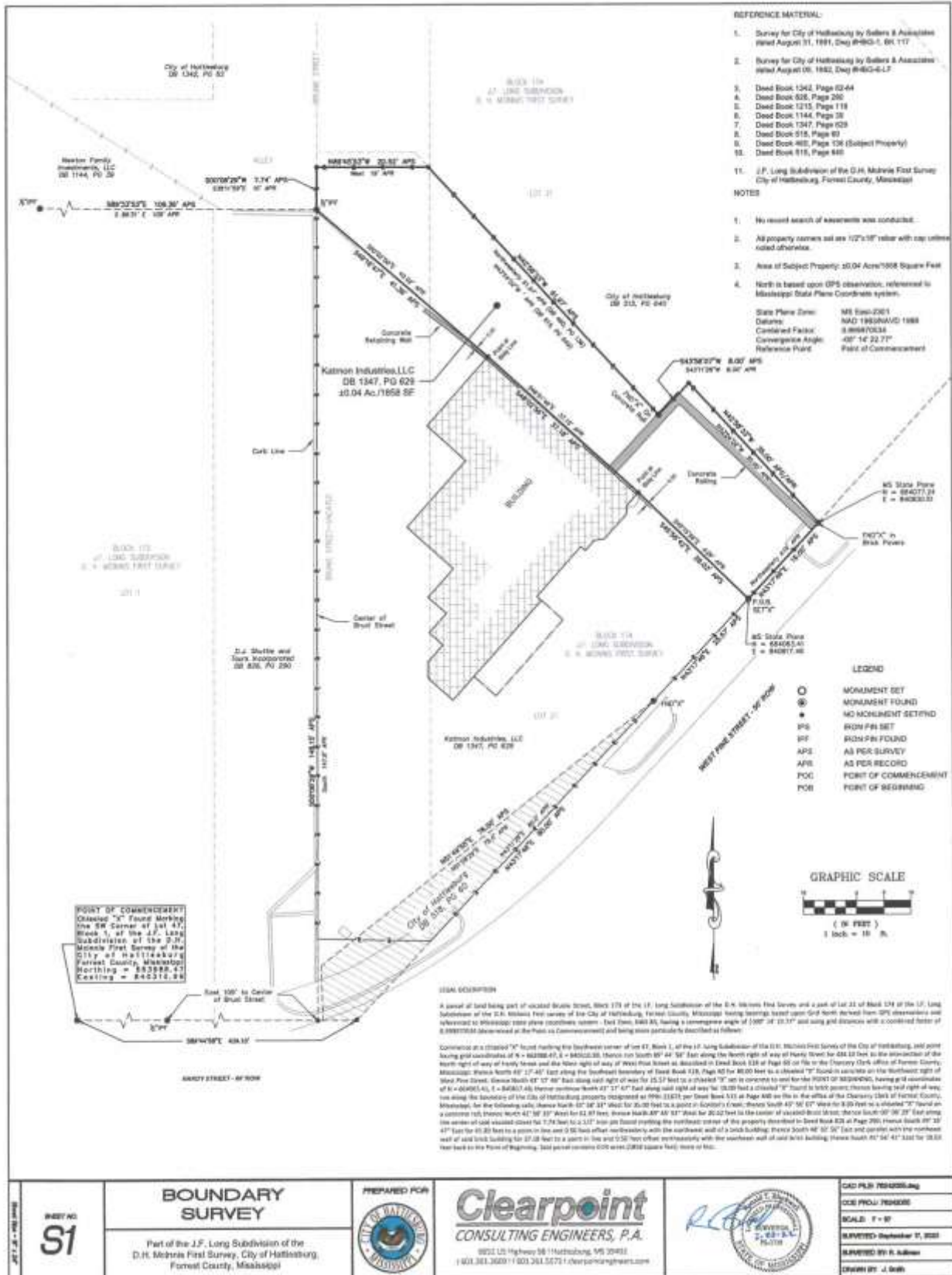
- 1. All boundary dimensions.
- 2. Location of all significant improvements.
- 3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
- 4. Relation of improvements to areas taken.
- 5. Area to be acquired.
- 6. Area of remainder(s).
- 7. Different uses (if appropriate).

Acknowledgement of Appraiser Intern Assistance

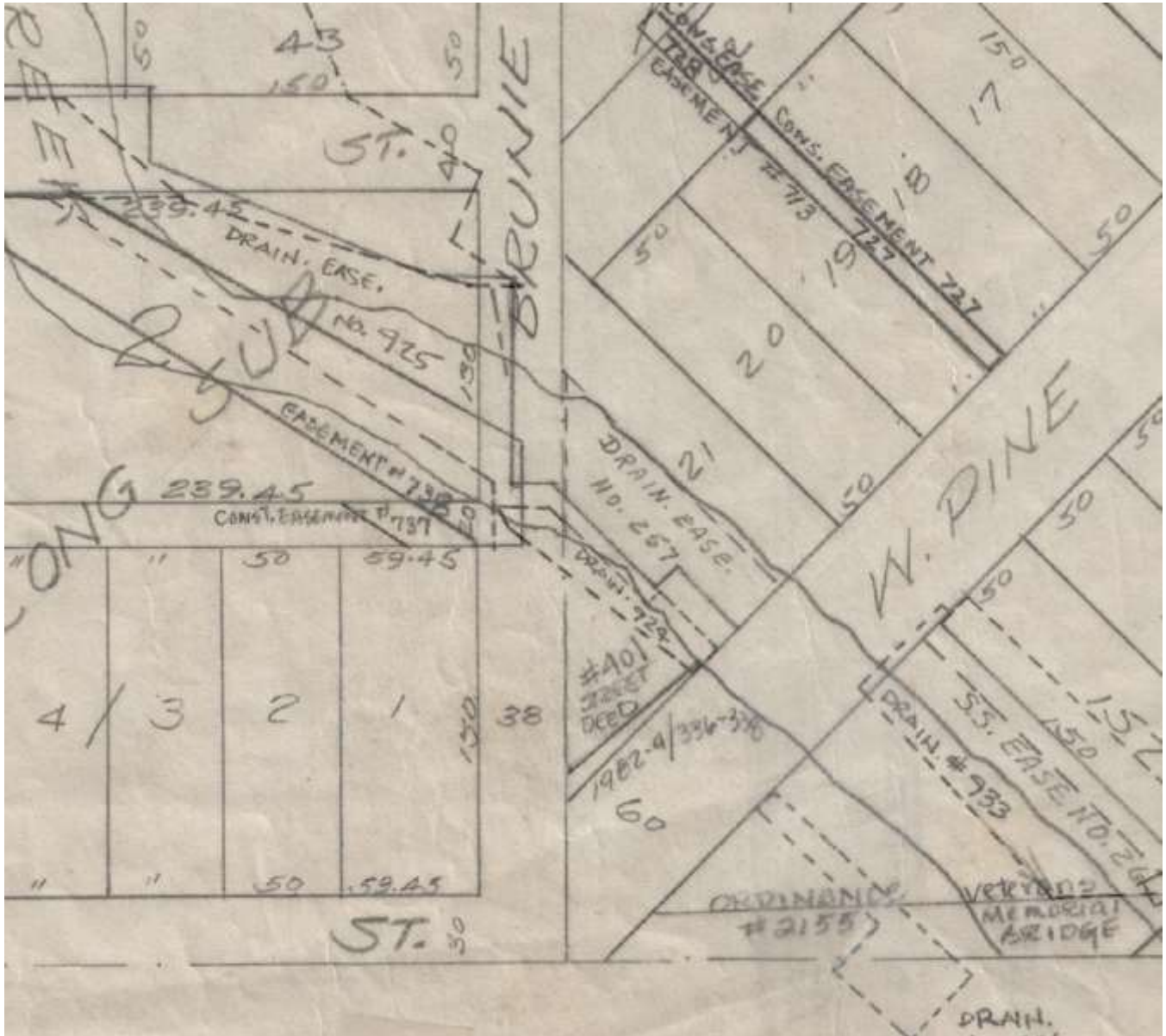
In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

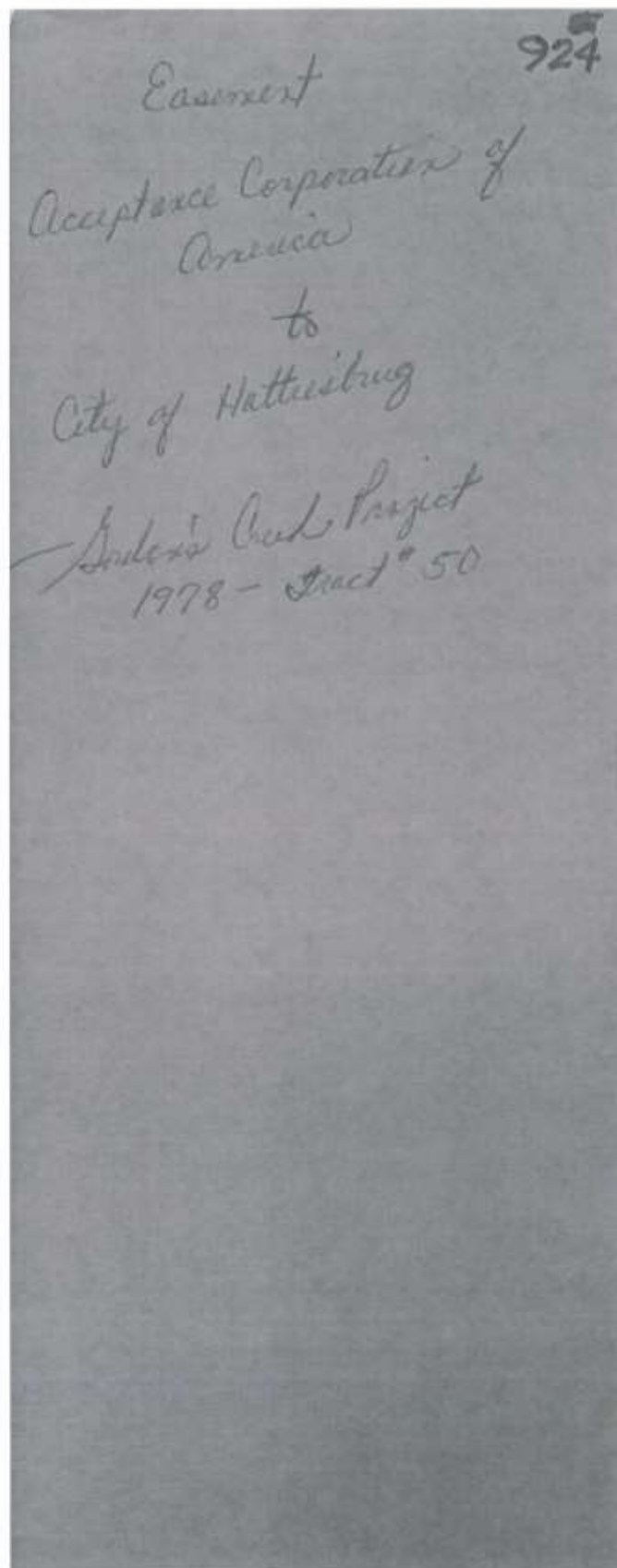
- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

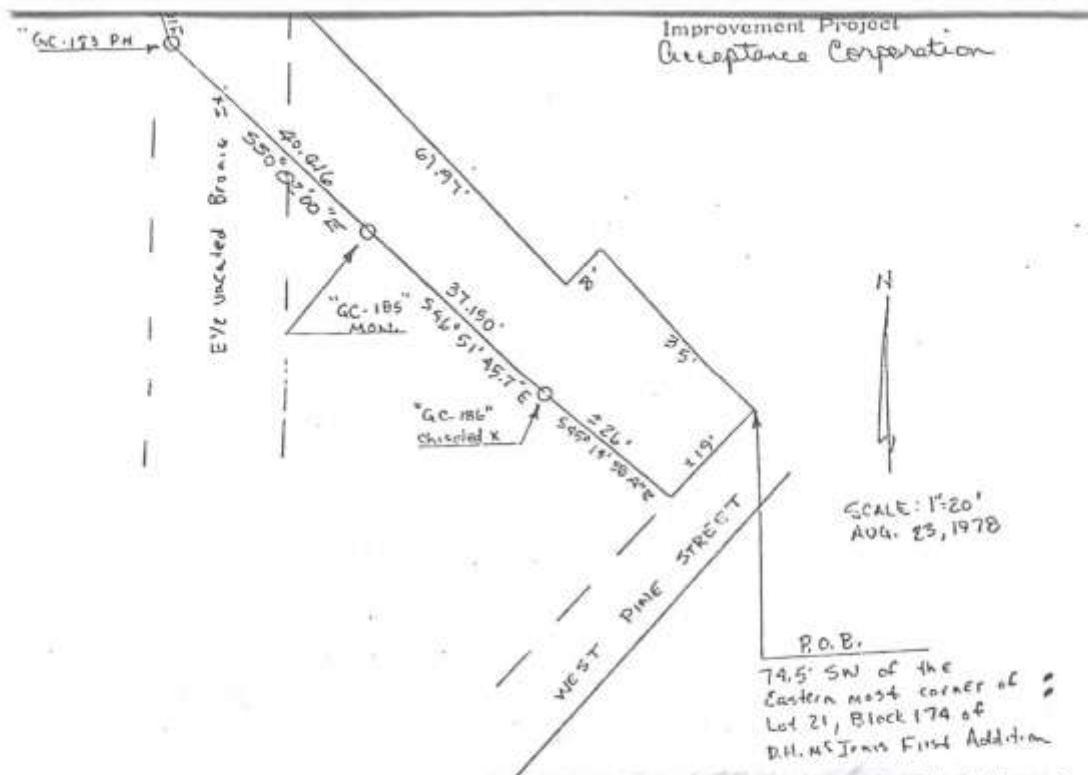
In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.



Drainage Easement Map and Documents







All that tract or parcel of land lying and being situated in Lot 21, Block 174 of the D. H. McInnis First Addition and a part of the E½ of the vacated Brunie Street, lying West of said Lot 21, all in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows: Beginning at a point 74.5 feet Southwesterly along the Northwest line of West Pine Street from the Eastern most corner of Lot 21 of said Block 174 and thence run Northwesterly and parallel with the dividing line between Lots 20 and 21 for 35 feet, thence run Southwesterly and parallel with the Northwesterly boundary of West Pine Street for 8 feet, thence run Northwesterly and parallel with the dividing line between Lots 20 and 21 for 61.97 feet, thence run West and parallel with the Northern boundary line of Hardy Street for 19 feet, thence run S 38° 11' 58.6" E for 10 feet, more or less, to a plastic hub stamped "GC-183", thence run S 50° 02' 00" E for 40.416 feet to a concrete monument stamped "GC-185", thence run S 46° 51' 45.7" E for 37.150 feet to a chiseled X stamped "GC-186", thence run S 45° 15' 58.4" E for 26 feet, more or less, to a point on the Northwestern boundary line of West Pine Street, thence run Northeasterly along the Northwestern boundary line of West Pine Street for 19 feet, more or less, to the Point of Beginning and comprising 0.04 of an acre, more or less.

Raymond M. Dearman, Civil Engineer, No. 3302

The Grantee herein is hereby given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and egress.



WITNESS THE SIGNATURE on this, the 6th day of September,

ACCEPTANCE CORPORATION OF AMERICA,

BY: John E. Gough Vice President
A duly authorized officer

STATE OF MISSISSIPPI
HINDS
COUNTY OF ~~FORREST~~

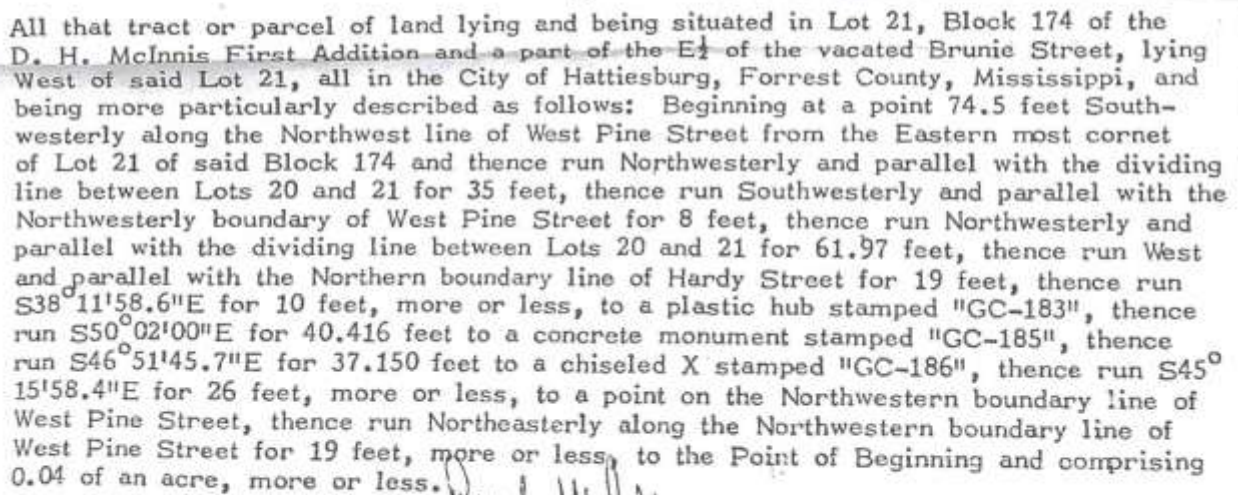
This day there came and appeared before me, the undersigned authority in and for said County and State, JOHN E. GOUGH, a duly authorized officer of Acceptance Corporation of America, who acknowledged before me that he signed, executed and delivered the above and foregoing Easement on the day and year therein mentioned after first being authorized so to do.

GIVEN under my hand and official seal of office, on this, the 6th day of September, A.D., 1978.



My Commission Expires:
May 21, 1979

Delores D. Dove
NOTARY PUBLIC



Page 14

257 ement 17-8-51 DRAINAGE

Juan B. Landry
Estate to
City of Hattiesburg

7-8
7-8
BOOK & PAGE

In lot 21, blk. 174, D.H.
M & Innis 1st Survey.
STATE OF MISSISSIPPI
FORREST COUNTY

I hereby certify that this instrument was filed
for record on 17-8-51 at 8 o'clock
on 7-8 at 190
168-169 and 190
Olyde H. Eastling
Mary Ann Eastling
Referee 1150

#5732

GORDON CREEK

City of Hattiesburg

STATE OF MISSISSIPPI }
 }
COUNTY OF FORREST }

For and in consideration of the sum of \$1.00, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, including the benefits to be derived therefrom, we, the undersigned Juan G. Landry and Carl E. Matthes, do hereby grant and convey an easement to the City of Hattiesburg, Mississippi, a municipal corporation under the laws of Mississippi, with the full and free right, liberty and authority to enter upon and to dig, construct and maintain a part of Gordon's Creek for drainage purposes over and upon a parcel of land owned by us and located and situated in the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit:

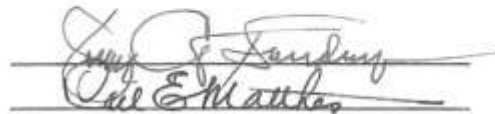
A part of Lot 21 of Block 174 of the D. H. McInnis First Survey of the City of Hattiesburg, Mississippi, particularly described as Beginning at the Southeast Corner, being the most easterly corner, of said Lot 21 of Block 174 and run thence in a southwesterly direction along the northwesterly boundary line of West Pine Street a distance of 37.5 feet to the point of beginning, and from said point of beginning continue in a southwesterly direction along the northwesterly boundary line of West Pine Street a distance of 37 feet, thence in a northwesterly direction and parallel with the northeasterly boundary line of said Lot 21 of Block 174 a distance of 35 feet, thence in a southwesterly direction parallel

*OK
City Eng*

with West Pine Street a distance of 8 feet, thence in a northwesterly direction and parallel with the northeasterly boundary line of said Lot 21 of Block 174 a distance of 31.4 feet to the eastern boundary line of what was formerly Brunie Street, thence in a northerly direction along the eastern boundary line of what was formerly Brunie Street a distance of 65.7 feet and thence in a southeasterly direction and parallel to the northeasterly boundary line of said Lot 21 of Block 174 a distance of 111.5 feet to the point of beginning.

The grantee herein is hereby given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear the said right of way, so selected, of such trees and shrubs as may be necessary.

WITNESS our signatures on this the 20th day of SEPTEMBER, 1957.

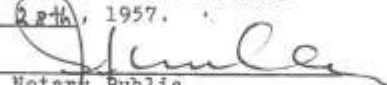


Carl E. Matthes

STATE OF MISSISSIPPI)
COUNTY OF FORREST)

PERSONALLY appeared before me, the undersigned authority in and for said state and county, the above and within named JUAN G. LANDRY and CARL E. MATTHES, both personally known to me, who acknowledged that they signed and delivered the foregoing instrument on the date therein named.

GIVEN under my hand and seal of office in said state and county, this September 20th, 1957.



Notary Public



My Commission Expires
February 28, 1959

Legal Description(s)



DEED

Bk:1347 Page:629-631

RGD: 09/15/2020 @ 1:32:00:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by:
James Kearney Travis, III
Travis and Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590
(601) 582-5591
MSB #8779

Return to:
James Kearney Travis, III
Travis and Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590

INDEXING INSTRUCTIONS: Index as a part of Lot 21 of Block 174 of the D. H. Melnnis First Survey of the City of Hattiesburg, Forrest County, Mississippi. Please make a marginal notation that a portion of vacated Brunie Street is also included.

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed,

John Michael Curley, as Executor of the Estate of Kathleen C. Curley, deceased, in Cause No. 19-PR-00179-S on the Docket of the Chancery Court of Forrest County, Mississippi, Grantor
3002 Mesa Drive
Hattiesburg, MS 39402
Phone: 601-310-7306

does hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto

Katmon Industries, LLC, a Mississippi Limited Liability Company, Grantee
234 Woodstone Drive
Hattiesburg, MS 39402
Phone: 228-669-3835

the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE.

Together with all improvements thereon and appurtenances thereunto belonging.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances, and to all existing easements, grants, or rights-of-way for public roads and streets, and for electric, telephone, gas, water, drainage, sewage, or other purposes which affect or relate to the above described property, including but not limited to the easement and rights held and owned by the City of Hattiesburg, Mississippi, for the construction, operation, and maintenance of an eighteen (18) inch sanitary sewer line on and along the Western boundary line referred to in the above description and prior Deeds in the chain of title; that certain easement and rights held and owned by the City of Hattiesburg, Mississippi for the

Page 1 of 2

EXHIBIT "A"

Book 1347 Page 631
Instrument# 810660
DEED 9/15/2020 1:32:08 PM

Beginning at the most southerly corner of Lot 21 in Block 174 of the D. H. McInnis First Survey of the City of Hattiesburg, Mississippi, said point also being the point of intersection of the northern boundary line of Hardy Street with the northwesterly boundary line of West Pine Street, and run thence in a northeasterly direction along the northwesterly boundary line of West Pine Street a distance of 104.7 feet to a point that is 74.5 feet southwesterly from the most easterly corner of said Lot 21 of Block 174 of the D. H. McInnis First Survey (said point also being the most easterly or southeasterly corner of the parcel of land conveyed by City of Hattiesburg, Mississippi to American Oil Company by deed dated June 15, 1939, and recorded in Book 57 at Page 620 of the Land Deed Records of Forrest County, Mississippi), thence run in a northwesterly direction parallel with the dividing line between Lots 20 and 21 of Block 174 of said D. H. McInnis First Survey a distance of 35 feet, run thence in a southwesterly direction parallel with the northwesterly boundary line of West Pine Street a distance of 8 feet, run thence in a northwesterly direction parallel with the dividing line between Lots 20 and 21 of Block 174 of said D. H. McInnis First Survey a distance of 61.97 feet, run thence west parallel with the northern boundary line of Hardy Street a distance of 19 feet, run thence south at right angles to the last named course a distance of 141 feet to a point on the northern boundary line of Hardy Street, and run thence east on and along the northern boundary line of Hardy Street a distance of 19 feet to the point of beginning; the same being a part of Lot 21 of Block 174 of the D. H. McInnis First Survey of the City of Hattiesburg, Mississippi, and a part of the closed and abandoned portion of Bruze Street lying immediately west thereof, together with all improvement thereon and appurtenances and hereditaments thereunto appertaining and belonging; subject to the easement and rights held and owned by the City of Hattiesburg, Mississippi, for the construction, operation, and maintenance of an 18-inch sanitary sewer line on and along the western boundary line of said property; and subject to the easement and rights held and owned by the City of Hattiesburg, Mississippi for the construction, maintenance and operation of a 6-foot-square box culvert extending underground from Hardy Street towards Gordon's Creek under the southeasterly portion of said property; and subject to the agreements contained in the deed from City of Hattiesburg, Mississippi to American Oil Company, dated June 15, 1939, and recorded in Book 57 at Page 620 of the Land Deed Records of Forrest County, Mississippi with reference to a concrete box culvert extending back northwesterly from West Pine Street a distance of approximately 35 feet along the northeastern side of said property as set forth in a Warranty Deed recorded in Book 441 at Page 152 in the office of the Chancery Clerk of Forrest County, Mississippi, LESS AND EXCEPT a parcel of land lying and being situated in Block 174 of the D. H. McInnis First Addition, being in the City of Hattiesburg, Forrest County, Mississippi and being more particularly described as follows: Beginning at the intersection of the north right-of-way line of Hardy Street and the west right-of-way line of West Pine Street, as they now exist, run North 43° 11' 28" East along the east right-of-way line of West Pine Street 80.0 feet; thence run South 31° 28' 29" West 78.0 feet; thence run South 60° 22' 12" East 10.0 feet; thence run North 87° 40' 57" East 6.2 feet to the point of beginning, as set forth in a Street Deed recorded in Book 518 at Page 60 in the Office of the Chancery Clerk of Forrest County, Mississippi.

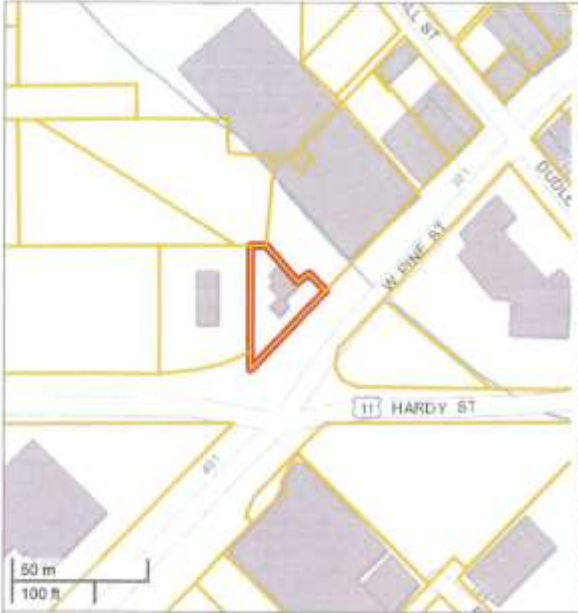
FORREST COUNTY, MISSISSIPPI
I CERTIFY THIS INSTRUMENT WAS FILED ON 9/15/2020 1:32:08 PM AND RECORDED IN DEED BOOK 1347 PAGE 629

Parcels

 Imagery 2015
 Anno

Sources: Eart, HERE, Gamm, USGS, Intermap, INCREMENT P, NRCam, East Japan, METI, Ein China (Hong Kong), Ein Korea, Ein Thailand.

City of Hattiesburg, Earl, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS |




Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	21875
PARCEL ID:	2-029J-10-161.00
OWNERNAME:	KATMON INDUSTRIES LLC
ADDRESS1:	234 WOODSTONE DRIVE
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39402
SECTION:	10
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	POB NEC INTSEC HARDY ST & W PINE NELY ALG PINE 80 NE 24.7 NWLY 35 SWLY 8 NWLY 61.97 W 19
LEGAL2:	S 141 TO HARDY ST E ALG HARDY TO POB BLK 174PREV #H0636-10-005
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	27320
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	27320
BAL_VAL1:	0
IMP_VAL2:	42570
TOTALVALUE:	69890
EXEMPT_CODE:	0
HOMESTEAD:	
DEED_BOOK:	1347
DEED_PAGE:	0629
DEED_DATE:	1600128000000
STREET_ADDR:	325 PINE STREET



Property Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

Records Last Updated 3/30/2022

PROPERTY DETAIL

OWNER KATMON INDUSTRIES LLC
234 WOODSTONE DRIVE

HATTIESBURG MS 39402

ACRES : **NA**
LAND VALUE : 27320
IMPROVEMENTS : 42570
TOTAL VALUE: 69890
ASSESSED : 10484

PARCEL 2-029J-10-161.00
ADDRESS 325 PINE STREET

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	686.70	0.00	693.57
CITY	557.01	0.00	562.58
SCHOOL	692.78	0.00	699.71

TOTAL	1936.49	0.00	1955.86	1.00% Penalty
--------------	---------	------	---------	---------------

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	POB NEC INTSEC HARDY ST & W
TAX DISTRICT 1110	PINE NELY ALG PINE 80 NE 24.7
PPIN 021875	NWLY 35 SWLY 8 NWLY 61.97 W 19
SECTION 10	S 141 TO HARDY ST E ALG HARDY
TOWNSHIP 04N	TO POB BLK 174
RANGE 13W	PREV #:H0636-10-005
	714/663 7/94
	MCINNIS D H 1ST ADD
Book 1347	Page 0629

[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-029J-10-161.00 **ALT PARCEL NUMBER** 237 -0636-174-005.00
PPIN 021875 **SKETCH** 1 [VIEW 01](#)
OWNER NAME KATMON INDUSTRIES LLC
OWNER ADDRESS 234 WOODSTONE DRIVE
HATTIESBURG MS39402
PROPERTY ADDRESS 325 PINE STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/1/1982
CLASSED BY CH DATE: 1/1/1982
REVIEWED BY O/S DATE: 10/7/2010
REALTOR CODE

LEGAL DESCRIPTION

1 POB NEC INTSEC HARDY ST & W
2 PINE NELY ALG PINE 80 NE 24.7
3 NWLY 35 SWLY 8 NWLY 61.97 W 19
4 S 141 TO HARDY ST E ALG HARDY
5 TO POB BLK 174
6 PREV #:H0636-10-005
7 714/663 7/94

Block 174 Section 10 Township 04N Range 13W

Book 1347 Page 0629 Type WD Date 9/15/2020

Book 1215 Page 118 Type DEC Date 10/21/2015

LOT INFORMATION

LOT CODE 0636 **LOT SIZE** **LOT VALUE** 27320

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	1.00		49674.24	99	1.00	.55		27320.83	27320	1

ACRE INFORMATION

ACRES TYPE **QUAL CLASS** **PRICE CODE** **UNCULTIVATED CODE** **PRICE ADJ. %** **DESCRIPTION** **APPRAISED** **MARKET**
*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 27320

LAND USE CODE CLASS 1 6300 BUSINESS SERVICES

LAND USE CODE CLASS 2 6300 BUSINESS SERVICES

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	030	OFFICE	37000	N
002	017	CONCRETE PAVING	5570	N

TOTAL PARCEL VALUE 69890





Property Appraisal Link

FORREST COUNTY, MS

Current Date 4/19/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-029J-10-161.00 **ALT PARCEL NUMBER** 237 -0636-174-005.00
PPIN 021875 **SKETCH** 1 [VIEW 01](#)
OWNER NAME KATMON INDUSTRIES LLC
OWNER ADDRESS 234 WOODSTONE DRIVE
HATTIESBURG MS39402
PROPERTY ADDRESS 325 PINE STREET
PROPERTY IS VACANT (Y/N) N
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7 714/663 7/94
Block 174 Section 10 Township 04N Range 13W
Book 1347 Page 0629 Type WD Date 9/15/2020
Book 1215 Page 118 Type DEC Date 10/21/2015

LOT INFORMATION
LOT CODE 0636 **LOT SIZE** **LOT VALUE** 27320

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	1.00		49674.24	99	1.00	.55		27320.83	27320	1

ACRE INFORMATION
ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ % DESCRIPTION APPRAISED MARKET
*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 27320
LAND USE CODE CLASS 1 6300 BUSINESS SERVICES
LAND USE CODE CLASS 2 6300 BUSINESS SERVICES

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	030	OFFICE	37000	N
002	017	CONCRETE PAVING	5570	N

TOTAL PARCEL VALUE 69890



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Property Appraisal Link

FORREST COUNTY, MS

Current Date 4/19/2022

APPRAISAL INQUIRY

PARCEL 2-029J-10-161.00 ALT PARCEL NUMBER 237 -0636-174-005.00

PPIN 021875

SKETCH 1

OWNER NAME

KATMON INDUSTRIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	8" BRICK
ROOF TYPE	GABLE
ROOF MATERIAL	CLAY TILE
FLOORS	CARPET & U
INTERIOR	DRYWALL
PLUMBING	AVERAGE
ELECTRIC	AVERAGE
	FHA/AC (OFF)

BASIC AREA	1222
UNITS: CONST 108	
CLASS D CLASS UNITS	
= TOTAL UNITS	108
X RATES: BASE 39.82 ADJ.	43.01
X INDEX 1.130 COST/SF	48.60
X ADJUSTED AREA	1256
= BASIC COST	61042
+ EXTRA FEATURES	12955
= ADJUSTED COST	73997
DEPRECIATION:	
STRAIGHT	35
ADDITIONAL	15
OVERRIDE	
X CONDITION	50 %
= DEPRECIATED COST	36999
X NUMBER OF BUILDINGS	1
FINAL VALUE	37000
OVERRIDE VALUE	

YEAR BUILT 1945

OVERRIDE REASON

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 4/19/2022

APPRAISAL INQUIRY

PARCEL 2-029J-10-161.00 ALT PARCEL NUMBER 237-0636-174-005.00

PPIN 021875

SKETCH 1

OWNER NAME

KATMON INDUSTRIES LLC

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 017 CONCRETE PAVING

YEAR BUILT:

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 2.78

LOCATION INDEX: 1.130

SQUARE FOOT COST: 3.14

BASE AREA: 5915

ADJUSTED AREA: 5915

REPLACEMENT COST: 18573

CONDITION: 30

DEPRECIATED COST: 5572

FINAL VALUE: 5570

COMMENT: X

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Landscaping Quote

January 20, 2021

4" cal. Trees	Qty	Rate	Amount
Bald Cypress	5	\$575.00	\$2,875.00
Magnolia	1	\$575.00	\$575.00
River Birch	2	\$575.00	\$1,150.00
Cedar	1	\$575.00	\$575.00
Crapemyrtle	1	\$525.00	\$525.00

\$150.00 per Tree installation

7 % sales tax add to total amount

Susan Campbell
Green Acres Nursery
6427 Hwy 11 N
Carriere, Ms. 39426
601-798-1441

YARD IMPROVEMENTS

PAVING – DECKING

Typical costs per square foot, except as otherwise specified. For paved areas of 750 square feet, deduct 10%; 2,000 square feet, deduct 20%. Over 3,000 square feet, use Subdivision costs. Small separate pours of 100 square feet or less may run 25% higher. Hand mixed and spread could cost 75% more.

For complete plaza cost, see Open Malls, Section 13.

	COST RANGE
2" asphalt on 2" base	2.63 – 3.88
add per additional inch	0.61 – 0.77
2" aggregate base	0.85 – 1.47
add per additional inch	0.20 – 0.29
4" concrete, unreinforced	5.87 – 8.77
add or deduct per inch of variation	0.53 – 0.77
add for mesh reinforcing	0.53 – 1.39
bar reinforcing	0.61 – 3.10
exposed aggregate	1.00 – 3.88
brick ribbons	1.32 – 4.34
detectable warning surface (ADA), stamped	6.97 – 13.75
decorative pattern finish, stamped	5.65 – 10.45
surface formed	8.54 – 19.00
thin-set synthetic overlay	0.85 – 1.86
color or grills	6.11 – 8.68
epoxy with stone or shell	0.53 – 0.92
salt finish (cool deck)	19.00 – 74.00
deck channel drain and grate, per lin. ft.	344.00 – 685.00
catch basins, small, up to 24", each	1.32 – 1.85
4" sand base	1.47 – 2.03
4" gravel base	0.28 – 0.36
add or deduct per inch of variation	0.29 – 0.48
add for 1" stone dust base	8.54 – 11.85
Open grid blocks for grass on sand base	11.25 – 18.55
Asphalt block pavers on concrete base*	14.80 – 23.95
Brick on concrete base, grouled, flat*	20.95 – 35.75
Concrete pavers on concrete base*	12.70 – 20.95
Flagstone on concrete base, grouled*	16.80 – 30.00
Tile, quarry on concrete base*	14.80 – 21.50
*For sand bed in place of concrete, deduct	3.71 – 6.79
Snow melting, including controls, electric	16.20 – 19.55
hydronic, large areas (excluding heat source)	8.54 – 22.90
Wood, on grade (posts, beams and joists not included)	
2" x 4" flat	7.82 – 12.70
2" x 4" on edge	11.90 – 19.00
Steps on ground, per lin. ft. of tread, brick on concrete	59.00 – 121.00
concrete	45.00 – 75.50
Approach apron, concrete	6.79 – 11.25
Concrete curb, 4" 6", per lin. foot	15.60 – 24.25
Concrete sidewalk	6.26 – 9.49
Handicap ramps, sidewalks (retrofit, add 400%)	9.12 – 14.30
buildings, concrete (retrofit, add 200%)	26.75 – 54.50
add for railing, per lin. ft.	50.50 – 71.50
wood	35.00 – 50.50
add for railing, per lin. ft.	20.10 – 42.75
for portable ramps, see Section 58.	
For synthetic surfaces, pathways, see Section 58.	

For complete plaza cost, see Open Malls, Section 13.

MARSHALL EVALUATION SERVICE

The data included on this page becomes obsolete after update delivery, scheduled for December 2021.

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12/2021

RAISED PATIO DECKS

Typical cost ranges per square foot of deck area, including supports. For custom installations with complex shapes, built-in planters and seats can run 50% to 100% more.

TYPE	≤ 25 Sq. Ft.	50 Sq. Ft.	100 Sq. Ft.	≥ 300 Sq. Ft.
Decks:				
softwood, fir, pine, etc.	36.00 – 43.50	26.25 – 32.00	19.30 – 23.90	11.75 – 15.00
cedar, redwood or metal	48.50 – 58.00	37.00 – 45.50	28.25 – 35.00	18.55 – 23.10
Railings:				
softwood, fir, pine, etc.	11.40 – 14.30	7.71 – 9.63	5.30 – 6.16	2.71 – 3.50
cedar, redwood or metal	16.00 – 19.90	11.40 – 13.70	7.71 – 9.45	4.44 – 5.30
Steps:				
softwood, fir, pine, etc.	10.65 – 13.05	5.35 – 6.73	2.88 – 3.38	0.88 – 1.20
cedar, redwood or metal	15.70 – 19.50	7.90 – 9.76	3.98 – 4.87	1.37 – 1.66

For each foot of height above 3 feet, increase costs by 5%.

For treated softwoods increase cost by 25%.

For wood polymer composite, add 30% to softwood costs.

For vinyl and tropical hardwoods, add 15% to cedar/redwood costs.

PATIO ROOF

(Typical costs per square foot of covered area, including supports)

TYPE	COST RANGE
Awning, fabric	15.20 – 34.25
Aluminum or steel, baked enamel	10.30 – 19.00
Fiberglass or screen only	7.38 – 13.75
Wood, including built-up, composition	12.20 – 29.25
Open lattice, metal, vinyl or wood	8.33 – 25.25
Architectural columns, open lattice or trellis	34.25 – 117.00
Picnic shelters	22.75 – 57.50
Add for insulated metal panels	4.94 – 6.79
Add for lighting fixtures, each	113.00 – 310.00
For Carports, see Section 63 or Section 12.	
For small Prefabricated Storage Structures, see Section 63 or Section 17.	

PATIO ENCLOSURES

Typical cost ranges per linear foot of wall, 84" high, including one exterior door. Use high end of range for insulated panels or knee walls. Add for roof above.

Glassine windows or decorative wood with screen	106.00 – 186.00
Acrylic windows	179.00 – 220.00
Screened only, fiberglass	35.75 – 58.50
steel or aluminum	57.50 – 75.50
bronze	74.00 – 111.00
Add for extra door, each	137.00 – 275.00
GAZEBOES: Typical cost each for 8' to 20' wood units including minimal foundation but excluding floors.	
Standard	4550.00 – 23900.00
Deluxe	21200.00 – 57500.00
For Solar rooms and greenhouses, see Section 64. Pool enclosures, see Section 67.	

TEMPLES: Typical cost each, 8' to 12' high (to bottom of dome) cast stone units with top ring up to 12' in diameter.

Cost does not include floors or other ornamentation	23500.00 – 63250.00
Add for fiberglass dome	6850.00 – 12200.00
Add for masonry paver floor with no steps	4775.00 – 9500.00
Add for floor with steps	5350.00 – 12200.00

PAVILIONS: Typical cost each for cast stone units

For individual stone columns, see Section 56. For finials, urns, statues, see Page 7.

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

Page 3

Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Katmon Industries, LLC
Parcel No: PPIN # 21875
Project No: Gordon's Creek Commons Project
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$16,605.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, May 3, 2022

Re: Adopt a Resolution finding and determining the escorting of Fireman Ryan Jones' family, attending the funeral, and serving as honor guard in the funeral constitutes performance of official City of Hattiesburg duties as required in accordance with Section 25-3-41 of the Mississippi Code.
File Number: 2022-315
Minute Book #

Summary

Adopt a Resolution finding and determining the escorting of Fireman Ryan Jones' family, attending the funeral, and serving as honor guard in the funeral constitutes performance of official City of Hattiesburg duties as required in accordance with Section 25-3-41 of the Mississippi Code.

Recommendation Statement

I recommend this item be added to the May 3, 2022, Council agenda for consideration.

Please place this on the May 3, 2022 City Council meeting for consideration.

RESOLUTION

WHEREAS, any officer or employee of any county or municipality, after being duly authorized, is required to travel in the performance of his official duties, the officer or employee shall receive as expenses for each mile actually and necessarily traveled in accordance with Mississippi Code Section 25-3-41; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to determine that escorting Fireman Ryan Jones’ family, attending the funeral, and serving as honor guard in the funeral constitutes performance of official duties; and

WHEREAS, the Mississippi Attorney General’s Office opined in Opinion No. 2019-00040 that if a City determines that the duties would constitute official duties, then reimbursement of travel would be permissible; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare and determine that the escorting of Fireman Ryan Jones’ family, attending the funeral, and serving as honor guard in the funeral constitutes performance of official City of Hattiesburg duties as required in accordance with Section 25-3-41 of the Mississippi Code.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 3rd day of May, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 3rd day of May, 2022.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

2019 WL 1142891 (Miss.A.G.)

Office of the Attorney General

State of Mississippi
Opinion No. 2019-00040
February 15, 2019

Re: Travel Reimbursement

*1 Ms. Samantha Melancon
Municipal Clerk
City of Brookhaven
Post Office Box 560
Brookhaven, Mississippi 39602-0560

Dear Ms. Melancon:

Attorney General Jim Hood is in receipt of your opinion request and has assigned it to me for research and reply.

Background and Issues Presented

Your request states:

The City of Brookhaven suffered the loss of two Police Officers killed in the line of duty in September 2018. The Officers will be honored during the National Police Week 2019 in Washington, D.C. The Concerns of Police Survivors Foundation (C.O.P.S.) requests that a Police Officer be present with each family to represent the fallen Officer and City of Brookhaven at the ceremonies. Is it lawful for the City to pay for the airfare and hotel for the two Officers to attend the event and represent the City of Brookhaven?

Response

If the City of Brookhaven determines that escorting Corporal Moak and Patrolman White's families would constitute official duties, then reimbursement of travel would be permissible. In a prior opinion regarding municipal employees attending **funerals** of family members of other municipal employees and serving as a color guard in **funerals**, we have previously opined that reimbursement for travel may only be made to a municipal employee for required travel in the performance of his official duties pursuant to [Section 25-3-41 of the Mississippi Code](#). See MS AG Op., Turnage (November 20, 2017). In our opinion to Turnage, we stated:

A municipal employee may only be paid for hours that he has actually worked in the performance of his official duties. To compensate an employee for hours that he has not actually worked would result in an unlawful donation. MS AG Op., Robinson (May 14, 2010); MS AG Op., Thomas (September 10, 2004). The determination as to whether a municipal employee is actually working in the performance of his official duties is a factual one to be made by the municipality itself.

In regard to the use of municipal vehicles, a municipal vehicle may not be used for personal use and may only be used for conducting city business. MS AG Op., Thomas (June 4, 1999); MS AG Op., Hunt (February 5, 1999). Likewise, reimbursement for travel may only be made to a municipal employee for required travel in the performance of his official duties pursuant to [Mississippi Code Annotated Section 25-3-41](#). To permit a municipal employee to use a municipal vehicle for business other than municipal business or to reimburse him for travel that was not taken in the performance of his official duties would result in an unlawful donation.

Id. (Footnote omitted.)

If we can be of further assistance, do not hesitate to call us.

Sincerely,

Jim Hood

Attorney General

By: Emiko Hemleben

Special Assistant Attorney General

2019 WL 1142891 (Miss.A.G.)

End of Document

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Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Adopt a Resolution to authorize acquisition of certain property identified as Forrest County, PPIN 026405, for the North 28th Avenue Bridge Project; determine the appraisal value of \$3,200 to be the fair market value and just compensation, and authorize the Mayor or his representative to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction; Authorize issuance of a manual check in payment upon closing the transaction.
File Number: 2022-317
Minute Book #

Summary

Recommendation Statement

I recommend adoption of the Resolution.

Please place this on the May 3, 2022 City Council meeting for consideration.

RESOLUTION AND ORDER

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi (hereinafter “the City”), acting by and through the City Council, has determined, for the sake of the public health and safety and in the best interests of the citizens of the City, to construct and replace the North 28th Avenue Bridge near Foxfire Drive, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use certain property which is more particularly describe as PPIN 026405, and in the construction plans for said project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal has been performed on said property in the amount of \$3,200.00, said appraisal being attached hereto as Exhibit “A”.

NOW THEREFORE BE IT RESOLVED that the appraisal attached hereto is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, authorize the Mayor to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

BE IT FURTHER RESOLVED that if the owner(s) of the subject parcel do not accept the Fair Market Offer of the Mayor or his representative as described above, the City Attorney is authorized to institute any and all proceedings necessary to acquire the above-described property for public use.

In support of this Resolution and Order, the City acknowledges and declares its eligibility to obtain the necessary land through eminent domain by virtue of the authority granted it in *Miss. Code Ann.* § 21-37-47 and in *Miss. Code Ann.* § 11-27-81, as amended.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of May 2022.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of May 2022.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

G:\PROJECTS\Hattiesburg_City of 12228 - N. 28th Bridge Replacement\4. Design\12228-CAD Files\Right of Way\12228-La Casa_Survey.dwg, 1 of 1, 2/17/2022 9:28:44 AM

POINT OF COMMENCEMENT:
NORTHEAST CORNER OF THE NORTHEAST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 6,
TOWNSHIP 4 NORTH, RANGE 13 WEST
FOUND 4"x4" CONCRETE MONUMENT
N: 669,301.49
E: 828,826.07

CHARLES & MARTHA PARKER
PPIN: 17848
COUNTY TAX ID: 2-028F-06-001.00

MARIO EVANS
PPIN: 17850
COUNTY TAX ID: 2-028F-06-133.00

DAVID & BRENDA
WILLIAMSON
PPIN: 17849
COUNTY TAX ID: 2-028F-06-134.00

LA CASA I, INC.
PPIN: 26405
COUNTY TAX ID: 2-028F-06-135.00
(BK: 1282, PG 567, 2018)

±0.13 AC
±5,704 SF

SET 3/4" REBAR
N: 668,964.32
E: 828,761.40

POINT OF BEGINNING:
SET 3/4" REBAR
N: 668,942.55
E: 828,817.82

GREENS
CREEK
(WEST)

S88°09'38"E
53.88'

N01°50'22"E
80.00'

N45°54'42"W
74.37'

SOUTHEAST 1/4
NORTHEAST 1/4
SECTION 6
S01°03'37"W (APR)
S01°18'44"W (APS)
169.91'

S01°03'37"W (APR)
S01°18'58"W (APS)
119.86'

S01°04'33"W (APR)
S01°19'36"W (APS)
69.27'

NORTH 28TH AVENUE
CENTERLINE
21+00
20+00
19+00

RIGHT OF WAY LINE (EXIST)

TREE LINE

STORM PIPE (EXIST)

FOUND 3/4" CRIMP
TOP PIN

SEWER PIPE (EXIST)

FOUND 3/4" ROUND
IRON PIN

RIGHT OF WAY LINE (EXIST)

OVERHEAD POWER (EXIST)

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APPRAISAL OF PROPERTY AT

720 NORTH 28th AVENUE

PPIN # 26405

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 549-5484

March 30, 2022

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 720 North 28th Avenue, Hattiesburg, MS,
belonging to La Casa 1 LLC

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located 720 North 28th Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of March 29, 2022, the effective date of the appraisal being the date the property was last inspected. The value opinion is both before and after the taking of a .16 acre parcel (7,081 sf) by the City of Hattiesburg in conjunction with the construction of a box culvert to facilitate a bridge replacement project on North 28th Avenue.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject is located in northwest Hattiesburg, west of Highway 49 and north of the University of southern Mississippi. The neighborhood contains a mixture of residential and small commercial properties, most being in excess of 20 years old. There are a number of multi-family units in the area. Maintenance levels appear to be average. The neighborhood is in reasonable proximity to employment, shopping, and medical centers. Based on current trends and existing amenities, it appears that the area should remain viable for a number of years.

SITE DESCRIPTION

The subject site is located on the westerly side of North 28th Avenue, just to the north of West 7th Street. It has considerable frontage along West 7th Street. The site is generally rectangular in shape and contains approximately 6.86 acres. It appears to have adequate utility for use as a residential building site. The property does not appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities are connected or available to the site. A survey and plat map are included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-2, Two Unit Residential, by the zoning authorities of the City of Hattiesburg. The City intends to take a .16 acre parcel along the northerly property line to install a box culvert that will facilitate the replacement of a bridge across North 28th Avenue. The take is in the northeasterly corner of the site and is low lying along a creek. There are no improvements on the take portion. The remainder site will be approximately 6.70 acres. Following the take, public access will remain essentially the same. There will, in the appraiser's opinion, be no damages to the remainder property.

IMPROVEMENTS DESCRIPTIONS

The subject property is improved with several two family dwellings. These improvements are well removed from the acquisition area and are given no consideration in this appraisal report.

PROPERTY HISTORY

The subject property appears to have been under the present ownership since June of 2018, based on tax assessor's records. It is not known to be currently listed for sale or under contract.

TAXES

The total taxes for the subject property for 2021 are \$54,695.22. The total true value (tax value) of the property is \$1,974,090.00 with an assessed value of \$296,114.00.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for multiple two family unit development, both before and after the taking. The Highest and Best Use of the property as presently improved is estimated to be for multiple two family units, both before and after the taking.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a .16 acre parcel by the City of Hattiesburg for construction of box culvert. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: 311 North 39th Avenue
Date: 11/28/2016
Price: \$19,600
Size: .37 acre
Price/Acre: \$52,973
Zoning: R-3, Multi Family
Confirmation: MLS # 105941, /Coldwell Banker
Comments: Purchased for multi-family development.

LAND SALE NO. 2

Location: 3600 Essex Street
Date: 11/13/2015
Price: \$22,000
Size: .29 acre
Price/Acre: \$75,862
Zoning: R-2, Two Family Residential
Confirmation: MLS # 98952, /Realty Executives
Comments: Purchased for construction of a duplex.

LAND SALE NO. 3

Location: 4300 West 4th Street
Date: 01/20/2021
Price: \$106,000
Size: 9 acres
Price/Acre: \$11,777
Zoning: None
Confirmation: MLS # 122954/1st Choice Realty
Comments: Just outside city limits. Purchased for commercial or multi-family development.

LAND SALE NO. 4

Location: 3210 Oak Grove Road
Date: 05/08/2019
Price: \$200,000
Size: 8.12 acres
Price/Acre: \$24,630
Zoning: None
Confirmation: MLS # 117556/The Real Estate Center, LLC
Comments: Outside city limits. Purchased for future development of single-family or multi-family dwellings.

The above land sales indicate an unadjusted range in value from \$11,777 to \$75,862 per acre. Sales 1 and 2 are considerably smaller in size than the subject and are given less reliability than Sales 3 and 4 for this reason. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site in the before and after condition is estimated to be \$20,000 per acre.

BEFORE VALUE

6.86 acres @ \$20,000	\$137,200.00
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AFTER VALUE

6.70 acres @ \$20,000	<u>134,000.00</u>
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Value Before Taking	\$137,200.00
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Value After Taking	134,000.00
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Damages	\$ -0-
---------	--------

Just Compensation Due Owner	\$ 3,200.00
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I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey
RA-16

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**

Stan Lightsey

Stan Lightsey

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed.

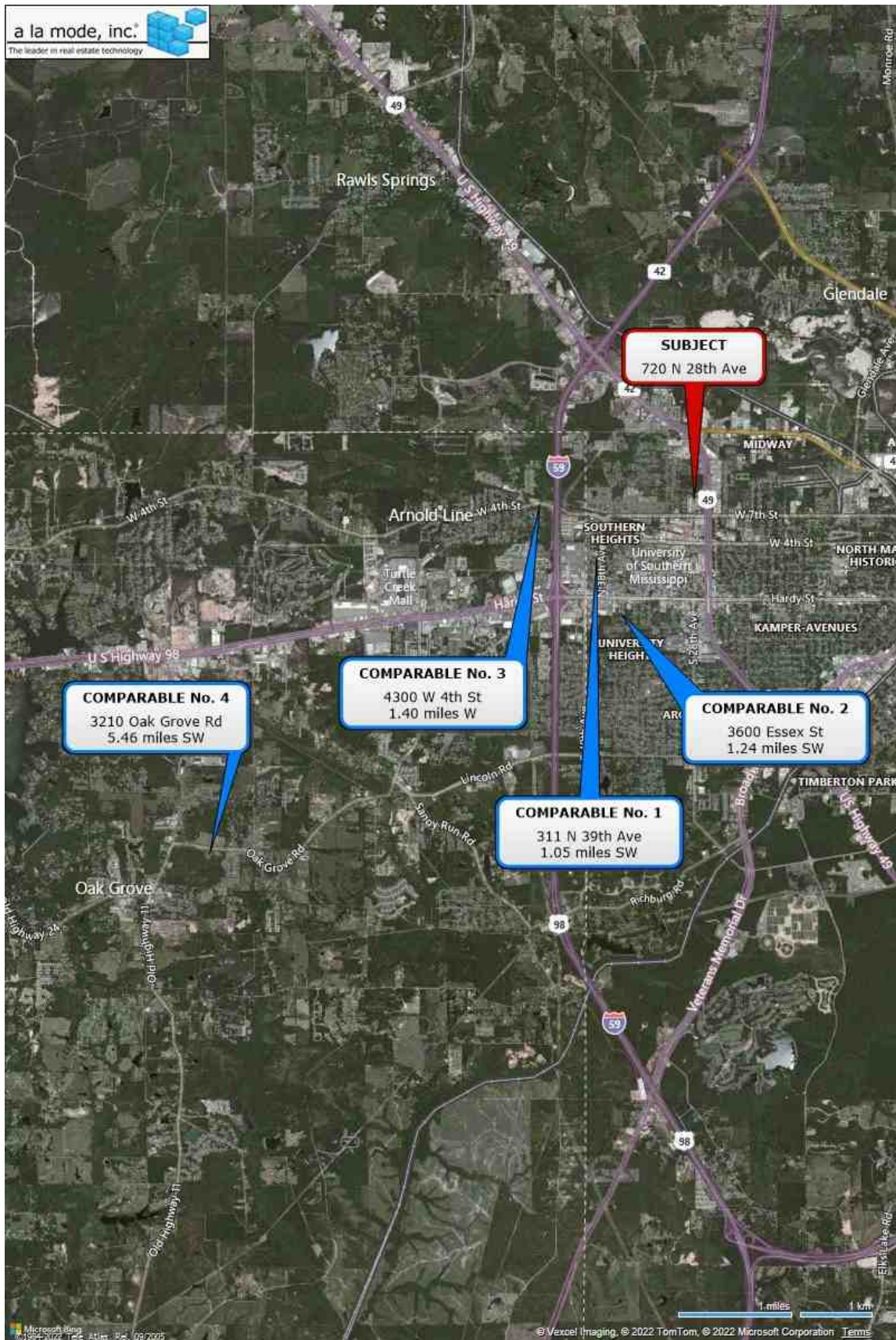
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Owner	La Casa I, LLC					
Property Address	720 N 28th Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Location Map

Owner	La Casa I, LLC					
Property Address	720 N 28th Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Owner	La Casa I, LLC						
Property Address	720 N 28th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	CITY OF HATTIESBURG						



Plat Map

2/24/22, 2:57 PM

Forrest Parcel Viewer

 Forrest Parcel Viewer

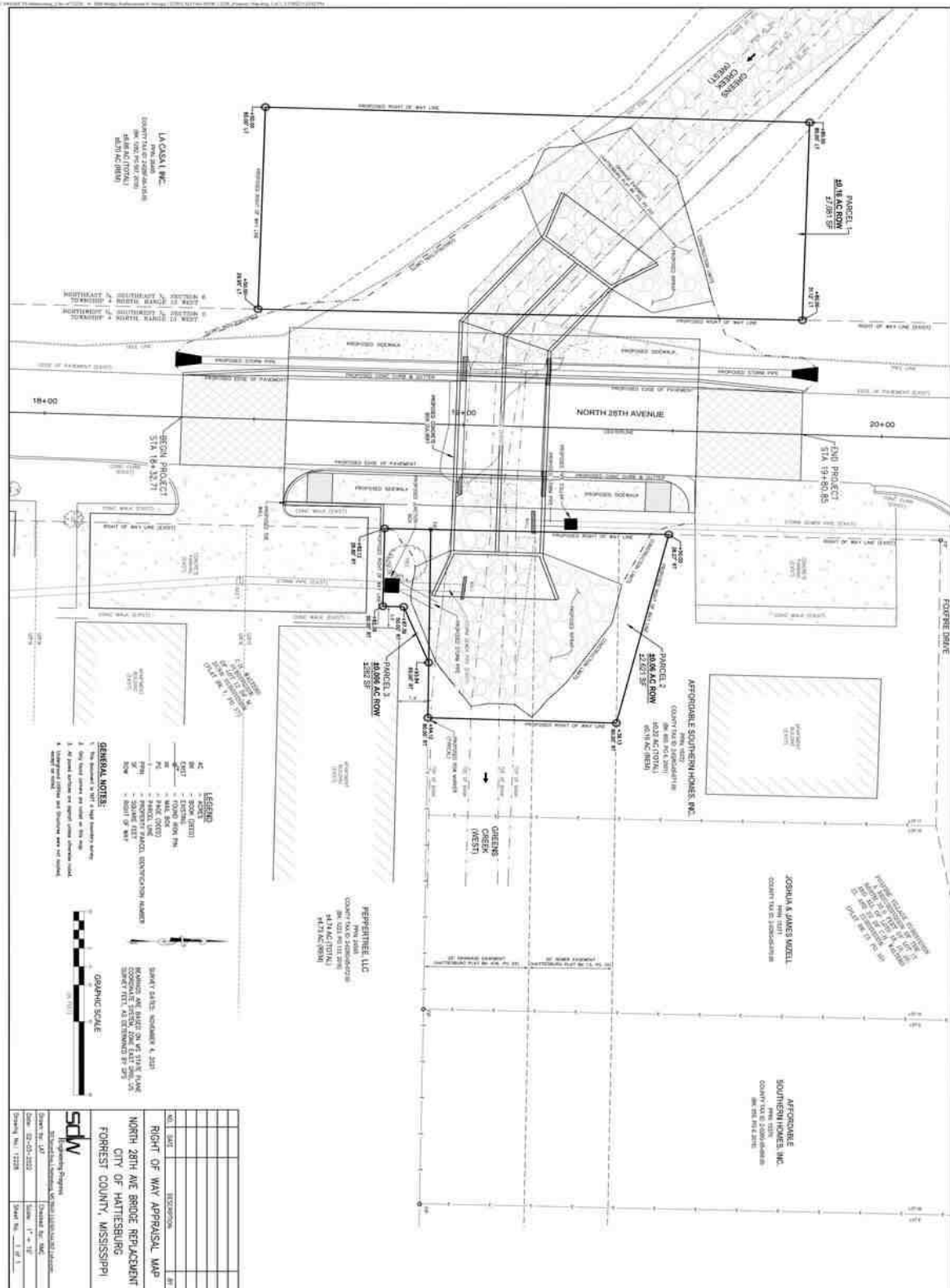


-89.327 31.339 Degrees

<https://forrestms.maps.arcgis.com/apps/webappviewer/index.html?id=fc67997aeb1e4a8e93b5ec9b2615cc71>

1/1

Survey



Tax Data

2/24/22, 2:53 PM

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 2/24/2022

Tax Year 2021

Records Last Updated 2/24/2022

PROPERTY DETAIL

OWNER LA CASA I LLC
P O BOX 4644
JACKSON MS 39296

ACRES : 6.86
LAND VALUE : 102900
IMPROVEMENTS : 1871190
TOTAL VALUE : 1974090
ASSESSED : 296114

PARCEL 2-028F-06-135.00
ADDRESS 720 28TH AVENUE

TAX INFORMATION

	YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY		19395.47	19395.47	0.00
CITY		15732.54	15732.54	0.00
SCHOOL		19567.21	19567.21	0.00
TOTAL		54695.22	54695.22	0.00

LAST PAYMENT DATE 1 / 27 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	COM AT THE NE1/4 OF
HOMESTEAD CODE None	SE1/4	
TAX DISTRICT 1110	SOUTH 01DEG WEST 289.85' FOR P	
PPIN 026405	OB	
SECTION 06	SOUTH 01DEG W 902.67' TO THE W	
TOWNSHIP 04N	EST	
RANGE 13W	ROW OF BOUNDARY OF NORTH 28TH	
	AVE	

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PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2013	T T L B L LLC	2/ 6/2015 PINE CREEK LLC

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Photograph Addendum

Owner	La Casa I, LLC					
Property Address	720 N 28th Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Subject site



Subject site

Photograph Addendum

Owner	La Casa I, LLC					
Property Address	720 N 28th Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Street Scene



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 3, 2022

Re: Adopt a Resolution commemorating the 88th Anniversary of the Lacy Kelly, Veterans of Foreign Wars, Post 3036.
File Number: 2022-318
Minute Book #

Summary

Recommendation Statement

I recommend adoption of the Resolution.

Please place this on the May 3, 2022 City Council meeting for consideration.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **3rd** day of **May, 2022**, the following Resolution:

RESOLUTION 2022-

**RESOLUTION COMMEMORATING THE 88th ANNIVERSARY OF THE LACY
KELLY, VETERANS OF FOREIGN WARS, POST 3036**

WHEREAS, the Veterans of Foreign Wars (VFW) traces its roots back to 1899 when veterans of the Spanish-American War and the Philippine Insurrection founded local organization to secure rights and benefits for their service. Many service members arrived home wounded or sick and there was no medical care or veterans' pension for them;

WHEREAS, the Veterans of Foreign Wars has been instrumental in establishing the Veterans Administration, creating a GI bill for the 20th century, giving expanded educational benefits to America's active-duty service members, and members of the Guard and Reserves, fighting in Iraq and Afghanistan; the development of a national cemetery system, the fight for compensation for Vietnam vets exposed to Agent Orange, and for veterans diagnosed with Gulf War Syndrome; and fighting for women veteran's rights;

WHEREAS, the Department of Mississippi Veterans of Foreign Wars (VFW) was founded in 1934; the Mississippi VFW membership has over 8,500 in Mississippi, with Lacy Kelly VFW, Post 3036 serving over 829 veterans who have served honorably in a foreign war or overseas operation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF HATTIESBURG, MISSISSIPPI,

The Governing Authority of the City of Hattiesburg does hereby recognize and appreciate the dedication to implementing programs, services, and assistance to veteran members and their families.

The City of Hattiesburg is honored to join Commander Ricky R. Howey in commemorating the 88th Anniversary of the Lacy Kelly VFW, Post 3036, to be celebrated on Friday, May 6, 2022.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following, to wit;

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of **May, 2022**.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **3rd** day of **May, 2022**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Cole, Clerk of Council
cc:
Date: Tuesday, May 3, 2022
Re: Approve the minutes for the April 4 & 5, 2022 meetings of the City Council.
File Number: 2022-307
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the May 3, 2022 City Council meeting for consideration.

Published Agenda



**Monday, April 18, 2022
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Agenda Adjustments

1. **2022-290** Add Policy Item #28 - Acknowledge acceptance of equipment from MDOT (per the attached memo) for the maintenance of I-59 between the Bouie River and U.S. Hwy 98 East.

Agenda Review

Citizens' Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, April 18, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on April 5, 2022.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1 (via teleconference); Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public. Absent: Council member Deborah Delgado, Ward 2.

Council President Carroll Called the meeting to order.

Agenda Adjustments

The Clerk of Council read aloud the Agenda Adjustments.

Add Policy Item #28 at the request of the Administration as follows:

1. **2022-290** Acknowledge acceptance of equipment from MDOT (per the attached memo) for the maintenance of I-59 between the Bouie River and U.S. Hwy 98 East.

Attachments: Transfer of equipment from MDOT for I-59 maintenance

Agenda Review

Council President Carroll proceeded with the Agenda Review.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

He stated the procedures and invited members of the public to speak.

There were no citizens present who wished to address the Council.

Council Vice President George closed the Citizen Forum.

Executive Session

A MOTION was made by Council Member Ware for the Council to enter closed session to determine the need to enter Executive Session at 4:31 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4-George (via teleconference), Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

*Note: Council Vice President disconnected the call at this time (4:31 p.m.).

Council President Carroll asked for the Chambers to be cleared at this time.

A MOTION was made by Council Member Ware and seconded by Council Member Brown to enter Executive Session to discuss strategy or negotiations with respect possible litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25 41 7 (b) at 4:32 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - Carroll, Ware and Brown

Nays: 0

Absent: 2 - George and Delgado

The City Attorney stepped out into the hall and announced that the Council had gone into Executive Session to discuss strategy or negotiations with respect to possible litigation.

Those present for the Executive Session were Mayor Toby Barker; Council Members: Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer Ann Jones; Code Enforcement Division Manager Wiley Quinn; Chief Communications Officer Samantha McCain; Fire Chief Sherrocko Stewart; Director of Public Works Ronnie Perkins; Director of Water & Sewer Alan Howe; Police Chief Peggy Sealy; Director of Parks & Recreation Chris McGee; Interim Chief Financial Officer Malcolm Berch; Planning Division Manager Ginger Lowrey; Planner Nathan Satcher; and Clerk of Council Ronda Cole.

A MOTION was made by Council Member Brown for the City of Hattiesburg to approve a partial settlement in Forrest County Chancery Court Case No. 22-CV-00120-CS on the following terms: that the City (1) accepts the Donative Quitclaim Bill of Sale Without Warranty from the Charles H. Kepner and Susan F. Kepner Trust dated October 21, 1986 ('the Trust'), pertaining to any interest it may have in one Steam Locomotive No.

300, manufactured by Baldwin Locomotive Works in 1925, Construction No. 38,241("the Locomotive"); (2) releases the Trust from any claim for fees, expenses or costs of any kind arising from the Locomotive and its location on property of the City' (3) authorizes the Mayor and City Clerk to execute and deliver the Acceptance by the City of Hattiesburg that is part of the Donative Quitclaim Bill of Sale Without Warranty; and (4) authorizes the payment of \$5,000.00 to the Trust for its time and expense arising from the Donative Bill of Sale.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - Carroll, Ware and Brown Nays: 0

Absent: 2 - George and Delgado

A MOTION was made by Council Member Ware and seconded by Council Member Brown to exit the Executive Session and re-open the meeting to the public at 4:58 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3 - Carroll, Ware and Brown

Nays: 0

Absent: 2 - George and Delgado

Meeting Recess

Council President Carroll declared the **meeting recessed at 4:58 p.m., this 18th day of April, 2022**, by unanimous consent, until the 19th day of April, 2022.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



**Tuesday, April 19, 2022
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- 1. 2022-286** Approve the minutes for the April 4 & 5, 2022 meetings of the City Council.
- 2. 2022-213** Adopt a Resolution setting Public Hearing on Monday, May 16th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
- 3. 2022-258** Adopt an Ordinance filed by Joseph Tatum, owner, Silicon Ranch Corporation, Reagan Farr, Rob Riley, applicant, and Cara Wagner, representative, to change the zoning classification for property located on Bonhomie Road (PPIN 27685, Forrest County, Ward 5) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A. The Planning Commission recommended to APPROVE on April 6, 2022.
- 4. 2022-260** Adopt an Ordinance amending the Midtown Form Based Code, Ord. 3105, so that Section 3.17 C.3.b.v. removes: "Chevy Chase Drive". The Planning Commission recommended to APPROVE on April 6, 2022.
- 5. 2022-257** Approve or deny a petition filed by Stephens Daniel, Applicant, and Carol Drake, Owner as required in the Flood Damage Prevention Ordinance No. 3294, to request a variance from Article 6, Section E, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for 100 Hardy St (Ward 4). The Planning Commission recommended to APPROVE on April 6, 2022.
- 6. 2022-259** Approve or Deny a petition has been filed by Joseph Tatum, owner, Silicon Ranch Corporation, Reagan Farr, Rob Riley, applicant, and Cara Wagner, representative, to request a Conditional Use as a "Solar Farm" in R-1A (contingent on zoning change) for a property located on Bonhomie Road (PPIN 27685, Forrest County, Ward 5). The Planning Commission recommended to APPROVE on April 6, 2022 with the condition that the developer observe school zones during construction.
- 7. 2022-261** Approve or Deny a petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request Sec 4.4 the use of "Parking lot or garage" as a primary use for properties located on Lorraine Street, S. 30th Avenue, and S. 31st Avenue (PPIN'S 20856; 20857; 20849; 20855; 20850; Ward 3). The Planning Commission recommended to APPROVE on April 6, 2022.
- 8. 2022-262** Approve or Deny a petition filed by Juli Martinez, Owner, to request a variance from section 10, Table 10.6 "Sign Message Area (Max)(sq. ft)" for wall signs in residential districts, "50 square feet", and instead allow a wall sign of 108 square feet for a variance of 68 square feet for the property located at 1503 Country Club Road (Ward 5). The Board of Adjustment recommended to APPROVE on April 6, 2022.
- 9. 2022-263** Approve or Deny a petition filed by Kevin P. Lewis, Representative, to request a variance from section 7.10.11.1 "Perimeter Landscaping: of 10 feet for the property located at 120 Mayfair Road (Lamar Co., Ward 3). The Board of Adjustment recommended to APPROVE on April 6, 2022.
- 10. 2022-264** Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2 (F) which states a Build-to Zone on a primary street shall meet 70% minimum overall lot width and instead allow 49.7% lot width for a variance of 20.3% lot width for property located on Chevy Chase Drive (PPIN'S 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840 Ward 3). The Board of Adjustment recommended to APPROVE on April 6, 2022.
- 11. 2022-265** Approve or Deny the petition filed Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2(F) of 30% lot width for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to APPROVE on April 6, 2022.

- 12. 2022-266 Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2(H) which states a Build-to Zone on a side street shall meet 35% minimum overall lot width and instead allow 0% lot width on S. 30th Avenue and Lorraine Street for a variance from the requirement for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.
- 13. 2022-267 Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 5, Section 5.1.B. which requires the proposed development to provide 325 parking spaces and instead allow 226 parking spaces for a variance of 99 or 31% reduction for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.
- 14. 2022-268 Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.3 (A) which states the Building height maximum is 60’ and instead allow 65’ (average) for a variance of 5’ for the average building height maximum for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.
- 15. 2022-269 Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) of 10% on S. 30th Avenue for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.
- 16. 2022-270 Approve Lighting Agreement with Mississippi Power Company for lighting changes on High Hills Drive for a monthly increase of \$91.82, and authorize the Mayor to execute the same.
- 17. 2022-280 Approve subcontracts with Lamey Electric Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute in multiples.
- 18. 2022-277 Approve initial grant agreement under the Fiscal Year 2020 Build Transportation Program between the United States Department of Transportation, Mississippi Department of Transportation and the City of Hattiesburg which reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the Hattiesburg Downtown Railroad Innovation: Construction of Grade Separations and Connection Track at a Major Rail Intersection; authorize the Mayor to execute in duplicate.
- 19. 2022-287 Approve an Agreement between the City of Hattiesburg and Sammy Graham, LLC for maintenance of all city pools and one splash pad and authorize the Mayor to execute the same.
- 20. 2022-253 Acknowledge cancellation of Contractor and Owner Agreement and Grant Award Agreement approved August 17, 2021 for Ora Marshall of 104 Saucier Drive executed, in triplicate, according to the Housing Rehabilitation and Housing Programs Manual Section VII (E).
- 21. 2022-288 Acknowledge contract termination between the City and Community Connections, Inc (QEC) for rehabilitation projects at 303 J.C. Killingsworth and 515 Columbia Street removal from the City of Hattiesburg QEC List.
- 22. 2022-255 Approve and authorize the Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Helen O’Neal of 303 J C Killingsworth in an amount not to exceed \$33, 530 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}
- 23. 2022-256 Approve and authorize the Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Lisa Means of 515 Columbia Street for an amount not to exceed \$48,800 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}
- 24. 2022-281 Approve Waiver Valuation and Authorize acquisition of certain property identified as Forrest County PPIN 21852 for the Gordon's Creek Commons project.
- 25. 2022-282 Approve Waiver Valuation and Authorize acquisition of certain property identified as Forrest County PPIN 44390 for the Gordon's Creek Commons project.
- 26. 2022-272 Ratify and confirm the Mayor’s appointment of Jessica Cathey (Ward 1) to the Board of Adjustment for a three-year term, beginning May 4, 2022, and ending May 3, 2025.
- 27. 2022-271 Ratify and confirm the Mayor’s appointment of Luke McNair (Ward 1) (Replaces Kenneth Waites, Ward 1) to the Planning Commission for a term beginning April 19, 2022, and ending May 12, 2023.

ROUTINE AGENDA

- 1. 2022-250 Acknowledge receipt of the Privilege Tax License monthly report for March 2022.
- 2. 2022-254 Acknowledge Proof of Publications for Hub City Spokes for the month of March 2022.
- 3. 2022-274 Acknowledge submission of the Community Rating System (CRS) annual recertification.

- 4. **2022-285** Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}
- 5. **2022-252** Authorize and approve publication of notice of public comment period from April 28, 2022, to May 31, 2022, and authorize publication of the same on April 28, 2022; May 5, 2022; May 19, 2022; and May 26, 2022, by the Hattiesburg-Petal-Forrest-Lamar MPO for the public comment period for the Transportation Master Plan (TMP).
- 6. **2022-284** Approve plans and specifications for the Hall Avenue Roundabout Project at Bay Street, Arledge Street and James Street (FBLD-8769-00(001)LPA / 108639-801000), and approve authority to advertise for bids.
- 7. **2022-251** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
- 8. **2022-273** Approve claims docket for the period ending April 15, 2022.

In Memoriam:
Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, April 19, 2022**, in Council Chambers at City Hall; same being from a recessed meeting held on April 18, 2022.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1 (via teleconference); Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Phillip McSwain.
The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.
The Mayor recognized the City's program graduates for achieving their CDL certification with Pearl River Community College Workforce.
The Mayor also presented each following graduate their certificate:

- Denzell Expose – Hattiesburg Fire Department
- Walter Green – Hattiesburg Fire Department
- Tawian Brown – Sanitation Department

There were no other presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2022-286** Approve the minutes for the April 4 & 5, 2022 meetings of the City Council.

Attachments: 4-4-2022 AR, WS Mins.
 4-5-2022 Mins

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Approve the minutes for the April 4 & 5, 2022 meetings of the City Council.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

 Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

 Nays: 0

2. **2022-213** Adopt a Resolution setting Public Hearing on Monday, May 16th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: PH 04 19 2022 Request to Set Public Hearing Memo
 PH 04 19 2022 Resolution

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Adopt a Resolution (#2022- 24) setting Public Hearing on Monday, May 16th, 2022 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

 Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

 Nays: 0

3. **2022-258** Adopt an Ordinance filed by Joseph Tatum, owner, Silicon Ranch Corporation, Reagan Farr, Rob Riley, applicant, and Cara Wagner, representative, to change the zoning classification for property located on Bonhomie Road (PPIN 27685, Forrest County, Ward 5) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A. The Planning Commission recommended to APPROVE on April 6, 2022.

Attachments: HPC Item B&C
 Ordinance - Solar Farm Rezone

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Adopt an Ordinance (#3310) filed by Joseph Tatum, owner, Silicon Ranch Corporation, Reagan Farr, Rob Riley, applicant, and Cara Wagner, representative, to change the zoning classification for property located on Bonhomie Road (PPIN 27685, Forrest County, Ward 5) from Section 5.4.10 Community Business District B-3 to Section 5.4.3 Residential District R-1A.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

 Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

 Nays: 0

4. **2022-260** Adopt an Ordinance amending the Midtown Form Based Code, Ord. 3105, so that Section 3.17 C.3.b.v. removes: “Chevy Chase Drive”. The Planning Commission recommended to APPROVE on April 6, 2022.
- Attachments: HPC Item E
Ordinance - Midtown Form Based Code Amendment - remove Chevy Chase drive as a secondary street

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Adopt an Ordinance (#3311) amending the Midtown Form Based Code, Ord. 3105, so that Section 3.17 C.3.b.v. removes: “Chevy Chase Drive”.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

5. **2022-257** Approve or deny a petition filed by Stephens Daniel, Applicant, and Carol Drake, Owner as required in the Flood Damage Prevention Ordinance No. 3294, to request a variance from Article 6, Section E, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for 100 Hardy St (Ward 4). The Planning Commission recommended to APPROVE on April 6, 2022.

Attachments: HPC Item A

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve a petition filed by Stephens Daniel, Applicant, and Carol Drake, Owner as required in the Flood Damage Prevention Ordinance No. 3294, to request a variance from Article 6, Section E, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood-proof the structure, for 100 Hardy St (Ward 4).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

6. **2022-259** Approve or Deny a petition has been filed by Joseph Tatum, owner, Silicon Ranch Corporation, Reagan Farr, Rob Riley, applicant, and Cara Wagner, representative, to request a Conditional Use as a “Solar Farm” in R-1A (contingent on zoning change) for a property located on Bonhomie Road (PPIN 27685, Forrest County, Ward 5). The Planning Commission recommended to APPROVE on April 6, 2022 with the condition that the developer observe school zones during construction.

Attachments: HPC Item B&C

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Approve a petition has been filed by Joseph Tatum, owner, Silicon Ranch Corporation, Reagan Farr, Rob Riley, applicant, and Cara Wagner, representative, to request a Conditional Use as a “Solar Farm” in R-1A (contingent on zoning change) for a property located on Bonhomie Road (PPIN 27685, Forrest County, Ward 5) with the condition that the developer observe school zones during construction.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

7. **2022-261** Approve or Deny a petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request Sec 4.4 the use of “Parking lot or garage” as a primary use for properties located on Lorraine Street, S. 30th Avenue, and S. 31st Avenue (PPIN'S 20856; 20857; 20849; 20855; 20850; Ward 3). The Planning Commission recommended to APPROVE on April 6, 2022.

Attachments: HPC Item F

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve a petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request Sec 4.4 the use of “Parking lot or garage” as a primary use for properties located on Lorraine Street, S. 30th Avenue, and S. 31st Avenue (PPIN'S 20856; 20857; 20849; 20855; 20850; Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

8. **2022-262** Approve or Deny a petition filed by Juli Martinez, Owner, to request a variance from section 10, Table 10.6 “Sign Message Area (Max)(sq. ft)” for wall signs in residential districts, “50 square feet”, and instead allow a wall sign of 108 square feet for a variance of 68 square feet for the property located at 1503 Country Club Road (Ward 5). The Board of Adjustment recommended to APPROVE on April 6, 2022.

Attachments: BOA Item A

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Approve a petition filed by Juli Martinez, Owner, to request a variance from section 10, Table 10.6 “Sign Message Area (Max)(sq. ft)” for wall signs in residential districts, “50 square feet”, and instead allow a wall sign of 108 square feet for a variance of 68 square feet for the property located at 1503 Country Club Road (Ward 5).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

9. **2022-263** Approve or Deny a petition filed by Kevin P. Lewis, Representative, to request a variance from section 7.10.11.1 “Perimeter Landscaping: of 10 feet for the property located at 120 Mayfair Road (Lamar Co., Ward 3). The Board of Adjustment recommended to APPROVE on April 6, 2022.

Attachments: BOA Item B

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve a petition filed by Kevin P. Lewis, Representative, to request a variance from section 7.10.11.1 “Perimeter Landscaping: of 10 feet for the property located at 120 Mayfair Road (Lamar Co., Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

10. **2022-264** Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2 (F) which states a Build-to Zone on a primary street shall meet 70% minimum overall lot width and instead allow 49.7% lot width for a variance of 20.3% lot width for property located on Chevy Chase Drive (PPIN'S 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840 Ward 3). The Board of Adjustment recommended to APPROVE on April 6, 2022.

Attachments: BOA Item C-H Jones Property

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2 (F) which states a Build-to Zone on a primary street shall meet 70% minimum overall lot width and instead allow 49.7% lot width for a variance of 20.3% lot width for property located on Chevy Chase Drive (PPIN'S 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840 Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

11. **2022-265** Approve or Deny the petition filed Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2(F) of 30% lot width for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to APPROVE on April 6, 2022.

Attachments: BOA Item C-H Jones Property

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve the petition filed Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2(F) of 30% lot width for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

12. **2022-266** Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2(H) which states a Build-to Zone on a side street shall meet 35% minimum overall lot width and instead allow 0% lot width on S. 30th Avenue and Lorraine Street for a variance from the requirement for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.

Attachments: BOA Item C-H Jones Property

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.2(H) which states a Build-to Zone on a side street shall meet 35% minimum overall lot width and instead allow 0% lot width on S. 30th Avenue and Lorraine Street for a variance from the requirement for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

13. **2022-267** Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 5, Section 5.1.B. which requires the proposed development to provide 325 parking spaces and instead allow 226 parking spaces for a variance of 99 or 31% reduction for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.

Attachments: BOA Item C-H Jones Property

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 5, Section 5.1.B. which requires the proposed development to provide 325 parking spaces and instead allow 226 parking spaces for a variance of 99 or 31% reduction for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 14. 2022-268** Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.3 (A) which states the Building height maximum is 60’ and instead allow 65’ (average) for a variance of 5’ for the average building height maximum for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.

Attachments: BOA Item C-H Jones Property

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5.3 (A) which states the Building height maximum is 60’ and instead allow 65’ (average) for a variance of 5’ for the average building height maximum for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 15. 2022-269** Approve or Deny the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) of 10% on S. 30th Avenue for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3). The Board of Adjustment recommended to Approve on April 6, 2022.

Attachments: BOA Item C-H Jones Property

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve the petition filed by Reed Nelson, Representative, Midtown Montevista LLC, Owner, to request a variance from Article 3, Section 3.5 4. Transparency (A) of 10% on S. 30th Avenue for property located on Chevy Chase Drive (PPIN's 20848; 20847; 20846; 20845; 20844; 20843; 20842; 20841; 20840; Ward 3).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 16. 2022-270** Approve Lighting Agreement with Mississippi Power Company for lighting changes on High Hills Drive for a monthly increase of \$91.82, and authorize the Mayor to execute the same.

Attachments: MS Power-High Hills Drive

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve Lighting Agreement with Mississippi Power Company for lighting changes on High Hills Drive for a monthly increase of \$91.82, and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 17. 2022-280** Approve subcontracts with Lamey Electric Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute in multiples.

Attachments: Lamey Electric Subcontract

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve subcontracts with Lamey Electric Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute in multiples.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 18. 2022-277** Approve initial grant agreement under the Fiscal Year 2020 Build Transportation Program between the United States Department of Transportation, Mississippi Department of Transportation and the City of Hattiesburg which reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the Hattiesburg Downtown Railroad Innovation: Construction of Grade Separations and Connection Track at a Major Rail Intersection; authorize the Mayor to execute in duplicate.

Attachments: B3-FHWA-B20HC012-GrantAgreement

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve initial grant agreement under the Fiscal Year 2020 Build Transportation Program between the United States Department of Transportation, Mississippi Department of Transportation and the City of Hattiesburg which reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the Hattiesburg Downtown Railroad Innovation: Construction of Grade Separations and Connection Track at a Major Rail Intersection; authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 19. 2022-287** Approve an Agreement between the City of Hattiesburg and Sammy Graham, LLC for maintenance of all city pools and one splash pad and authorize the Mayor to execute the same.

Attachments: POOL MAINTENACE.CONTRACT.2022

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve an Agreement between the City of Hattiesburg and Sammy Graham, LLC for maintenance of all city pools and one splash pad and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 20. 2022-253** Acknowledge cancellation of Contractor and Owner Agreement and Grant Award Agreement approved August 17, 2021 for Ora Marshall of 104 Saucier Drive executed, in triplicate, according to the Housing Rehabilitation and Housing Programs Manual Section VII (E).

Attachments: Grant Agreement - O. Marshall (\$25K+) 02.28.20

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Acknowledge cancellation of Contractor and Owner Agreement and Grant Award Agreement approved August 17, 2021 for Ora Marshall of 104 Saucier Drive executed, in triplicate, according to the Housing Rehabilitation and Housing Programs Manual Section VII (E).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 21. 2022-288** Acknowledge contract termination between the City and Community Connections, Inc (QEC) for rehabilitation projects at 303 J.C. Killingsworth and 515 Columbia Street removal from the City of Hattiesburg QEC List.

Attachments: Deadline letter

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Acknowledge contract termination between the City and Community Connections, Inc (QEC) for rehabilitation projects at 303 J.C. Killingsworth and 515 Columbia Street removal from the City of Hattiesburg QEC List..

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

- 22. 2022-255** Approve and authorize the Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Helen O’Neal of 303 J C Killingsworth in an amount not to exceed \$33, 530 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: JCK -- Grant Agreement - H. O’Neal 4.19.22
303 JCK_COHCD Contractor Owner Agreement 04.07.22

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Approve and authorize the Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Helen O’Neal of 303 J C Killingsworth in an amount not to exceed \$33, 530 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

23. **2022-256** Approve and authorize the Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Lisa Means of 515 Columbia Street for an amount not to exceed \$48,800 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: Columbia COHCD Contractor Owner Agreement 04.07.22
 Columbia -- Grant Agreement - L. Means (\$25K+) 04.19.22

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Approve and authorize the Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Lisa Means of 515 Columbia Street for an amount not to exceed \$48,800 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

24. **2022-281** Authorize acquisition of certain property identified as Forrest County Tax Parcel No. 2-029J-10-170.00, PPIN 21852, for the Gordon's Creek Commons project; Determine the appraisal value of \$33,575 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction; Authorize issuance of a manual check in payment upon closing the transaction.

Attachments: Establishment of Just Compensation Offer-Kevin Fant
 Combined Appr. Rev. and Appr. - Kevin Fant

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Authorize acquisition of certain property identified as Forrest County Tax Parcel No. 2-029J-10-170.00, PPIN 21852, for the Gordon's Creek Commons project; Determine the appraisal value of \$33,575 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction; Authorize issuance of a manual check in payment upon closing the transaction..

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

25. **2022-282** Approve Waiver Valuation and Authorize acquisition of certain property identified as Forrest County PPIN 44390 for the Gordon's Creek Commons project.

A MOTION was made by Council Member Ware and seconded by Council Member Delgado to Remove Policy Agenda Item #25.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

26. **2022-272** Ratify and confirm the Mayor’s appointment of Jessica Cathey (Ward 1) to the Board of Adjustment for a three-year term, beginning May 4, 2022, and ending May 3, 2025.

Attachments: Jessica Cathey Resume
 Data sheet Jessica Cathey BOA 2022

A MOTION was made by Council Member Brown and seconded by Council Member Ware to Ratify and confirm the Mayor’s appointment of Jessica Cathey (Ward 1) to the Board of Adjustment for a three-year term, beginning May 4, 2022, and ending May 3, 2025.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

27. **2022-271** Ratify and confirm the Mayor’s appointment of Luke McNair (Ward 1) (Replaces Kenneth Waites, Ward 1) to the Planning Commission for a term beginning April 19, 2022, and ending May 12, 2023.

Attachments: Resume-Luke-McNair-2022-03-17
 Data sheet McNair HPC 2022

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Ratify and confirm the Mayor’s appointment of Luke McNair (Ward 1) (Replaces Kenneth Waites, Ward 1) to the Planning Commission for a term beginning April 19, 2022, and ending May 12, 2023..

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

28. **2022-290** Acknowledge acceptance of equipment from MDOT (per the attached memo) for the maintenance of I-59 between the Bouie River and U.S. Hwy 98 East.

Attachments: Transfer of equipment from MDOT for I-59 maintenance

A MOTION was made by Council Member Ware and seconded by Council Member Brown to Acknowledge acceptance of equipment from MDOT (per the attached memo) for the maintenance of I-59 between the Bouie River and U.S. Hwy 98 East.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Ware and seconded by Council Member Nicholas Brown to approve the Routine Agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George (via teleconference), Delgado, Carroll, Ware and Brown

Nays: 0

1. **2022-250** Acknowledge receipt of the Privilege Tax License monthly report for March, 2022.

Attachments: Privilege Tax License Mthly March 2022

2.

2022-254

Acknowledge Proof of Publications for Hub City Spokes for the month of March, 2022.

Attachments: [Proof of Publications Hub City Spokes Inv99635](#)
3.

2022-274

Acknowledge submission of the Community Rating System (CRS) annual recertification.

Attachments: [Hattiesburg MS 2022 Recert full document 3-31-2022](#)
4.

2022-285

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {HOME/Entitlement CDBG}

Attachments: [Manual Check Memo 04192022](#)
[Norris draw_FINAL](#)
5.

2022-252

Authorize and approve publication of notice of public comment period from April 28, 2022, to May 31, 2022, and authorize publication of the same on April 28, 2022; May 5, 2022; May 19, 2022; and May 26, 2022, by the Hattiesburg-Petal-Forrest-Lamar MPO for the public comment period for the Transportation Master Plan (TMP).

Attachments: [PUBLIC NOTICE - TMP Public Comment Period MPO](#)
6.

2022-284

Approve plans and specifications for the Hall Avenue Roundabout Project at Bay Street, Arledge Street and James Street (FBLD-8769-00(001)LPA / 108639-801000), and approve authority to advertise for bids.

Attachments: [108639-801000 Street Ready Plans](#)
[108639-801000 Street Ready Specs](#)
[Advertise for Bids](#)
7.

2022-251

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: [Memo's \(04-19-2022\)](#)
[Receipts \(04-19-2022\)](#)
[Deeds \(04-19-2022\)](#)
8.

2022-273

Approve claims docket for the period ending April 15, 2022.

Attachments: [DOCKET 22.04.15](#)
[DT-41922](#)

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:22 p.m., this 19th day of April, 2022**, by unanimous consent, until the 2nd day of May, 2022.

ATTEST:

Clerk of Council

APPROVE:

Council President

ATTEST AND CERTIFY:

City Clerk

APPROVE:

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, May 3, 2022

Re: Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 9597 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Roy L. Burrell in the amount of \$3,500.00, in accordance with 21-17-1.
File Number: 2022-294
Minute Book #

Summary

Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN 9597 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to Roy L. Burrell in the amount of \$3,500.00, in accordance with 21-17-1.

Recommendation Statement

I recommend this item be placed on the Council Agenda for consideration.

Please place this on the May 3, 2022 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 516 Barnes Avenue,, better identified by PPIN 9597 and county parcel number 2-042G-25-116.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 3rd day of May, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 3rd day of May, 2022.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

LAND APPRAISAL REPORT

File No. 102Jan2022

IDENTIFICATION	Owner <u>City of Hattiesburg</u>		Census Tract <u>0105.00</u>	Map Reference																																																													
	Property Address <u>516 Barnes Avenue</u>																																																																
	City <u>Hattiesburg</u>	County <u>Forrest</u>	State <u>MS</u>	Zip Code <u>39401</u>																																																													
	Legal Description <u>Lot 7, Block 1, Tosh Barnes Subdivision, Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi</u>																																																																
NEIGHBORHOOD	Sale Price \$ <u>N/A</u>		Date of Sale <u>3/02/1998</u>	Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD																																																													
	Actual Real Estate Taxes \$ <u>Exempt</u> (yr.)																																																																
	Client <u>City of Hattiesburg; c/o Ms. Ann Jones</u>		Address <u>200 Forrest Street, Hattiesburg, MS 39401</u>																																																														
	Occupant <u>Vacant Lot</u>		Appraiser <u>Zachary H. Fairley</u>	Instructions to Appraiser <u>Provide an opinion of the "as is" market value</u>																																																													
	Intended User: <u>City of Hattiesburg</u>		Intended Use: <u>Internal decision making purposes for potential disposition</u>																																																														
	Location	☐ Urban	☒ Suburban	☐ Rural	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Employment Stability</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Employment</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Utilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Property Compatibility</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Police and Fire Protection</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>General Appearance of Properties</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Appeal to Market</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> </table>	Employment Stability	☐	☒	☐	☐	Convenience to Employment	☐	☒	☐	☐	Convenience to Shopping	☐	☒	☐	☐	Convenience to Schools	☐	☒	☐	☐	Adequacy of Public Transportation	☐	☒	☐	☐	Recreational Facilities	☐	☒	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	Police and Fire Protection	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐	Appeal to Market	☐	☒	☐	☐
	Employment Stability	☐	☒	☐		☐																																																											
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Appeal to Market	☐	☒	☐	☐																																																													
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%																																																														
Growth Rate	☐ Fully Dev.	☐ Rapid	☒ Steady																																																														
Property Values	☐ Increasing	☒ Stable	☐ Declining																																																														
Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply																																																														
Marketing Time	☐ Under 3 Mos.	☒ 4-6 Mos.	☐ Over 6 Mos.																																																														
Present Land Use	<u>50</u> % 1 Family	<u>0</u> % 2-4 Fam	<u>5</u> % Apts. <u>0</u> % Condo <u>5</u> % Commercial																																																														
Change in Present Land Use	☒ Not Likely	☐ Likely (*)	☐ Taking Place (*)																																																														
Predominant Occupancy	☒ Owner	☐ Tenant	<u>0</u> % Vacant																																																														
Single Family Price Range	\$ <u>15,000</u> to \$ <u>160,000</u>		Predominant Value \$ <u>50,000</u>																																																														
Single Family Age	<u>30</u> yrs. to <u>100</u> yrs.		Predominant Age <u>50+</u> yrs.																																																														
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>The neighborhood is located in the southeastern portion of Hattiesburg identified as the Palmer's Crossing Community. The neighborhood contains mostly single-family uses, with commercial and industrial uses to the south along JM Tatum Industrial Drive. The neighborhood is located in the Hattiesburg Public School District. The neighborhood residential outlook is considered stable.</u>																																																																	
SITE	Dimensions <u>50Fx120Lx50R120RS</u>		<u>0.14 Acres</u> ☐ Corner Lot																																																														
	Zoning Classification <u>R-1C; Single-Family Residential District</u>		Present improvements ☒ do ☐ do not conform to zoning regulations																																																														
	Highest and best use: ☒ Present use ☐ Other (specify)																																																																
	Elec.	☐ Public	OFF SITE IMPROVEMENTS																																																														
	Gas	☐ MS Power	Street Access: ☒ Public ☐ Private																																																														
	Water	☒ Spire	Surface <u>Asphalt</u>																																																														
	San. Sewer	☒	Maintenance: ☒ Public ☐ Private																																																														
		☐ Underground Elect. & Tel.	☒ Storm Sewer ☐ Curb/Gutter																																																														
			☐ Sidewalk ☐ Street Lights																																																														
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>The appraiser did not observe any adverse easements, encroachments, or adverse conditions that would pose a detriment to the site.</u>		Topo <u>Mostly open and level with wooded perimeter</u>																																																														
		Size <u>0.14 Acres or 6,000 square feet</u>																																																															
		Shape <u>Rectangular</u>																																																															
		View <u>Street</u>																																																															
		Drainage <u>FEMA Panel No. 28035C0119E; Zone X; dated 11/19/2021</u>																																																															
		Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes																																																															
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.																																																																
	For the Market Data Analysis ☒ See grid below. ☐ See narrative attachment.																																																																
	ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3																																																										
	Address	516 Barnes Avenue Hattiesburg, MS 39401	443 Newman Street Hattiesburg, MS 39401		708 Tuscan Avenue Hattiesburg, MS 39401		1108 Allen Street Hattiesburg, MS 39401																																																										
	Proximity to Subj.		4.5 Miles North		4.8 Miles North		6.8 Miles North																																																										
	Sales Price	\$ <u>N/A</u>	\$ <u>3,750</u>		\$ <u>5,000</u>		\$ <u>3,000</u>																																																										
	Price	\$	\$ <u>25,000.00</u>		\$ <u>16,129.03</u>		\$ <u>6,666.67</u>																																																										
	Data Source		MLS#126557		MLS#118566		MLS#122763																																																										
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment																																																									
	Location	Stable	09/28/2021		09/04/2019		01/26/2021																																																										
	Site/View	SE Hattiesburg	Similar		Superior	-1,000	Similar																																																										
	Site Area	Street	Street		Street		Street																																																										
	Topography	0.14 Acres	0.15 Acres		0.31 Acres	+250	0.45 Acres	+300																																																									
	Flood Area	Mostly open; Level	Similar		Similar		Similar																																																										
		Zone X; No Flood	Zone AE; Moderate	+562	Zone X; No Flood		Zone AE; Moderate	+450																																																									
Sales or Financing Concessions																																																																	
Net Adj. (Total)		☒ Plus ☐ Minus \$ <u>562</u>		☐ Plus ☒ Minus \$ <u>-750</u>		☒ Plus ☐ Minus \$ <u>750</u>																																																											
Indicated Value of Subject		Gross 15.0%		Gross 25.0%		Gross 25.0%																																																											
		Net 15.0%	\$ <u>4,312</u>	Net 15.0%	\$ <u>4,250</u>	Net 25.0%	\$ <u>3,750</u>																																																										
Comments on Market Data: <u>I researched recent land sales in the subject neighborhood. Due to limited sales activity in the neighborhood, I expanded my search to similar areas located within the Hattiesburg Public School District. Typically, residential lots less than an acre in size are typically measured on a price per lot basis. The sales are residential lots and qualitative adjustments were made to the overall sale prices.</u>																																																																	
RECONCILIATION	Comments and Conditions of Appraisal: <u>All of the sales are residential lots and considered good indicators of value. Prior to adjustments the sales have a bracketing of sales prices \$3,000-\$5,000. Sales 2 and 3 are slightly larger in size requiring upward adjustments. Sales 1 and 3 are located in a flood zone requiring positive adjustments. Sale 2 is located adjacent to William Carey University and superior in location for this reason. The adjusted values range from \$3,750 to \$4,312.</u>																																																																
	Final Reconciliation: <u>The subject is a 6,000 sq. ft. parcel located along Barnes Avenue off of JM Tatum Industrial Drive. The property is mostly open grassy lot and generally level at road grade. Drainage is considered adequate and is not located in a designated flood zone. Sales 1 and 3 are most similar and the best indicators. Considering all factors, a market value of \$4,000 was adopted for the subject property, as of the effective appraisal date.</u>																																																																
	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>February 01</u> 2022 to be \$ <u>4,000</u>																																																																

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Zachary H. Fairley*
 Name Zachary H. Fairley
 Company Name Zac Fairley Appraisals LLC
 Company Address 84 North Of Fields,
Hattiesburg, MS 39402
 Telephone Number 601-466-2750
 Email Address Zfairley@gmail.com
 Date of Signature and Report 02/11/2022
 Effective Date of Appraisal February 1st, 2022
 State Certification # _____
 or State License # LA-1868 State # _____
 or Other _____ State # _____
 State MS
 Expiration Date of Certification or License 04/30/2022

ADDRESS OF PROPERTY APPRAISED

516 Barnes Avenue
Hattiesburg, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 4,000

CLIENT

Name Ann Jones
 Company Name City of Hattiesburg; c/o Ms. Ann Jones
 Company Address 200 Forrest Street
Hattiesburg, MS 39401
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection February 1st, 2022
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
 Date of Inspection February 8th, 2022

PHOTOGRAPH ADDENDUM

Intended User City of Hattiesburg

Property Address 516 Barnes Avenue

City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ms. Ann Jones



COMPARABLE #1

443 Newman Street
Hattiesburg, MS 39401

Price \$3,750

Price/SF

Date 09/28/2021

Age

Room Count

Living Area

Value Indication \$4,312



COMPARABLE #2

708 Tuscan Avenue
Hattiesburg, MS 39401

Price \$5,000

Price/SF

Date 09/04/2019

Age

Room Count

Living Area

Value Indication \$4,250



COMPARABLE #3

1108 Allen Street
Hattiesburg, MS 39401

Price \$3,000

Price/SF

Date 01/26/2021

Age

Room Count

Living Area

Value Indication \$3,750

LOCATION MAP

Intended User City of Hattiesburg

Property Address 516 Barnes Avenue

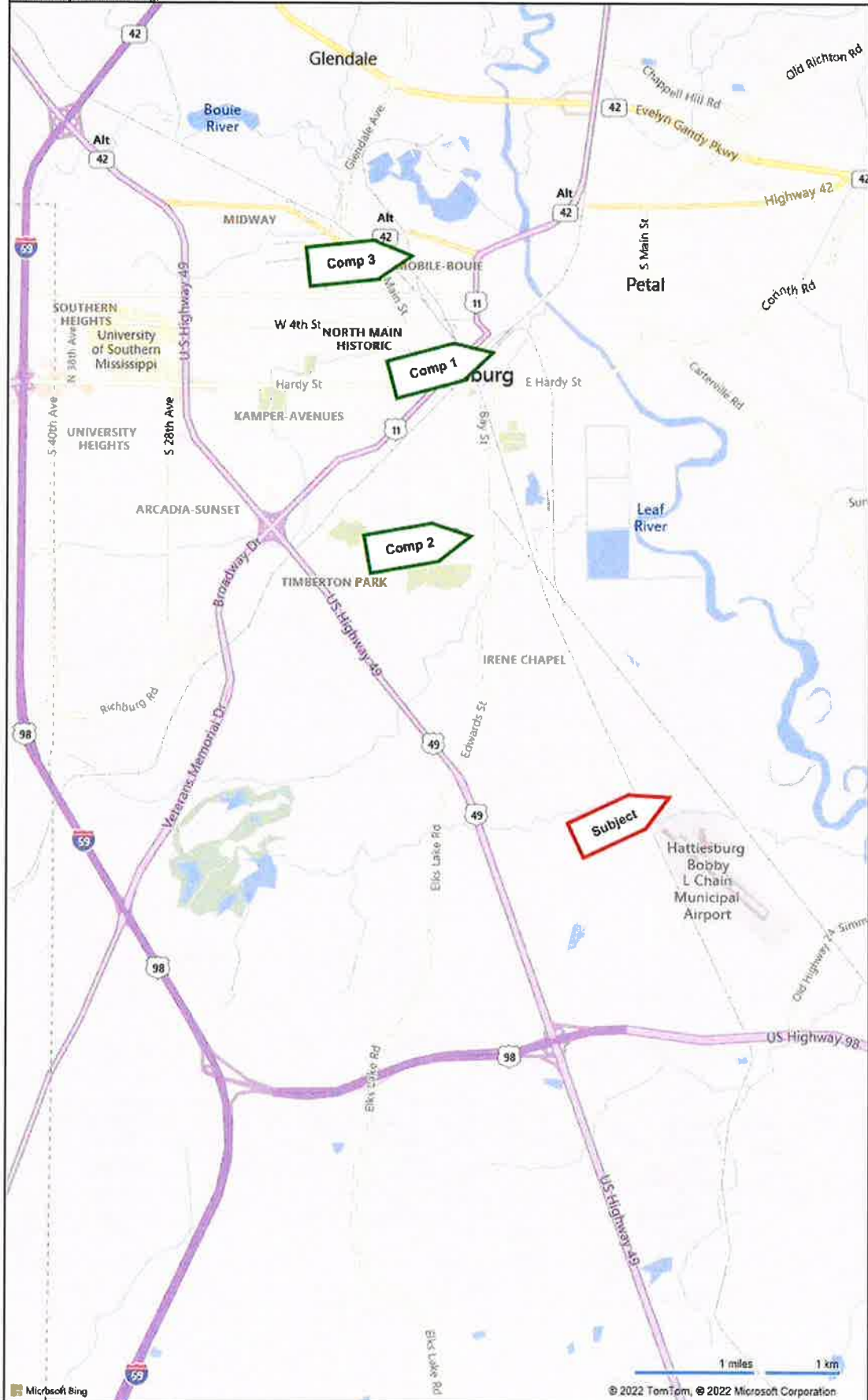
City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ms. Ann Jones



PHOTOGRAPH ADDENDUM

Intended User	City of Hattiesburg		
Property Address	516 Barnes Avenue		
City	Hattiesburg	County	Forrest
		State	MS
		Zip Code	39401
Client	City of Hattiesburg; c/o Ms. Ann Jones		



View of the property



Looking north along Barnes Avenue towards the property.



Additional View of the property

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/10/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-042G-25-116.00 **ALT PARCEL NUMBER** 167A-5030-001-188.00
PPIN 009597 **SKETCH** 1 [VIEW 01](#)
OWNER NAME CITY OF HATTIESBURG
OWNER ADDRESS 516 BARNES AVENUE
HATTIESBURG MS39401
PROPERTY ADDRESS 516 BARNES AVE
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY BP DATE: 10/20/1982
CLASSSED BY BT DATE: 11/15/1982
REVIEWED BY WS DATE: 6/2/2010
REALTOR CODE

LEGAL DESCRIPTION
1 LOT 7 BLK 1 TOSH BARNES S/D
2 428/287 572/1 7/86 721/54
3 10/94
4 DB 732 PG 379 6/95
5 DB 779 PG 681 10/97

Block 001 Section 25 Township 04N Range 13W
Book 789 Page 425 Type Date 3/2/1998

LOT INFORMATION
LOT CODE 5030 **LOT SIZE** 50.0 X 120 **LOT VALUE** 2300

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
5030	50.00	120	50.00	9	.92	1.00		46.00	2300	1

ACRE INFORMATION
ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 2300
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS
NUMBER CODE BUILDING DESCRIPTION VALUE ELIGIBLE CLASS 1
*** NO BUILDING INFO ***

TOTAL PARCEL VALUE 2300


[Back](#)

PPIN No. 9597



2/10/2022, 4:02:30 PM

Parcels

Imagery/2015

1:1,128

0 0.01 0.01 0.03 0.03 mi

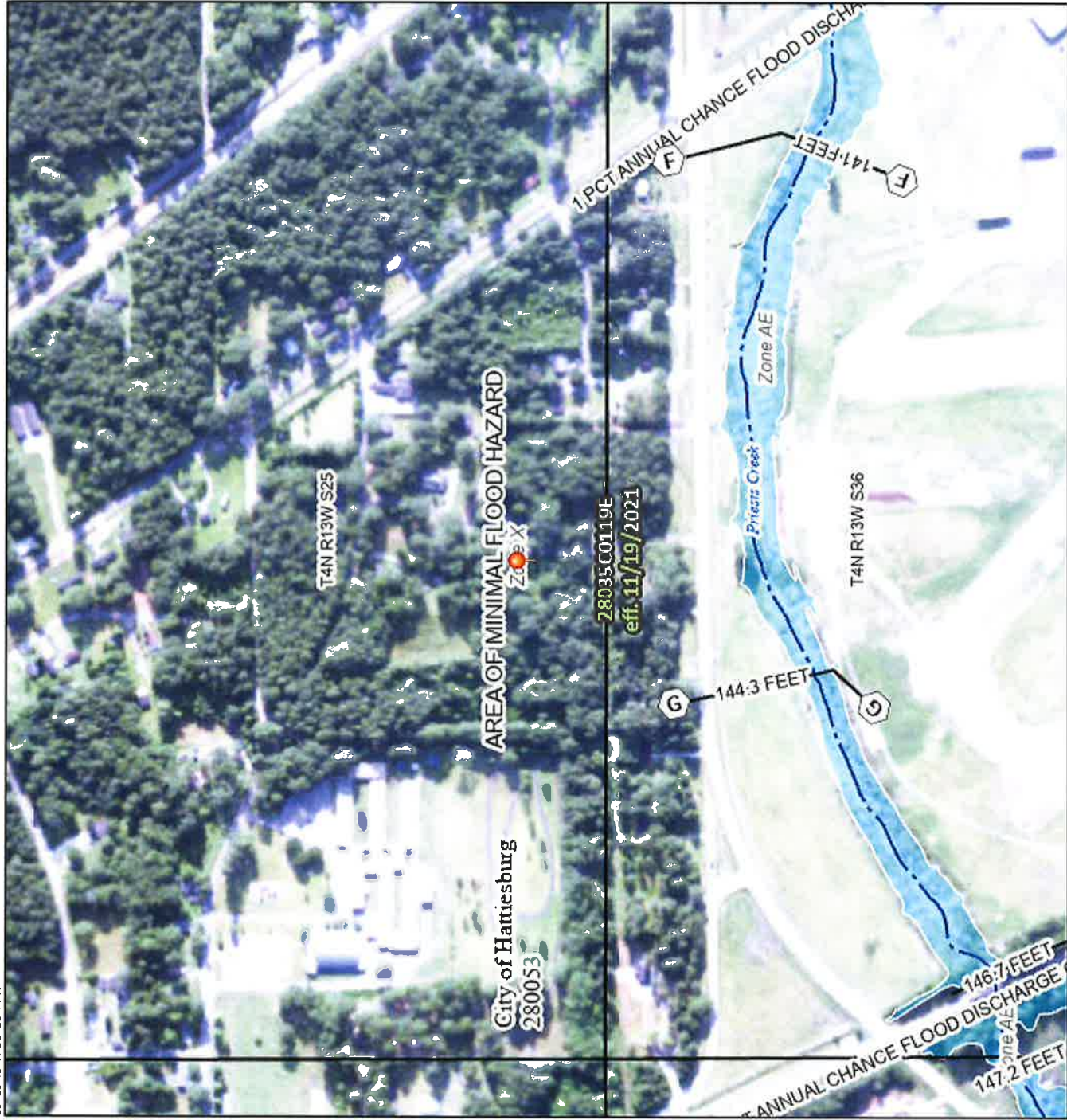
0 0.01 0.01 0.03 0.05 km

City of Hattiesburg, Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS

National Flood Hazard Layer FIRMette



89°15'48"W 31°16'44"N



Basemap: USGS National Map: OrthoImagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone AE, V, A99

With BFE or Depth Zone AE, AH, VE, AR

Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes, Zone X

Area with Flood Risk due to Levee Zone D

OTHER AREAS

NO SCREEN

Area of Minimal Flood Hazard Zone X

Effective LOMRS

Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

OTHER FEATURES

Cross Sections with 1% Annual Chance

Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

MAP PANELS

Digital Data Available

No Digital Data Available

Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/10/2022 at 5:17 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND
CERTIFICATION BOARD

LICENSE # : LA-1868

STATUS: ACTIVE

ZACHARY H FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
LICENSED APPRAISER

Effective Date:
05/01/2020

Expiration Date:
04/30/2022



SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

APPRAISAL OF VACANT LAND

LOCATED AT

516 Barnes Ave
Hattiesburg, MS 39401
LOT 7 BLK 1 TOSH BARNES S/D

FOR

Roy Burrell
908 Brook Valley Ln
Dallas, TX 75232

OPINION OF VALUE

3,000

AS OF

01/24

BY

Tim Green
Green Appraisal Service
808 Hillendale Dr
Hattiesburg, MS 39402-2621
601-270-8911
tgreenappraisals@comcast.net

Timothy Green

LAND APPRAISAL REPORT

Burrell

File No. Burrell

Borrower N/A Census Tract 0105.00 Map Reference 25620
 Property Address 516 Barnes Ave
 City Hattiesburg County Forrest State MS Zip Code 39401
 Legal Description LOT 7 BLK 1 TOSH BARNES S/D
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
 Actual Real Estate Taxes \$ 00 (yr) Loan charges to be paid by seller \$ None Other sales concessions None
 Lender/Client N/A Address _____
 Occupant Vacant Land Appraiser Tim Green Instructions to Appraiser None

Location ☐ Urban ☒ Suburban ☐ Rural
 Built Up ☐ Over 75% ☒ 25% to 75% ☐ Under 25%
 Growth Rate ☐ Fully Dev. ☐ Rapid ☐ Steady ☒ Slow
 Property Values ☐ Increasing ☒ Stable ☐ Declining
 Demand/Supply ☐ Shortage ☐ In Balance ☐ Oversupply
 Marketing Time ☐ Under 3 Mos. ☒ 4-6 Mos. ☐ Over 6 Mos.
 Present Land Use 60% 1 Family % 2-4 Family % Apls. % Condo 5% Commercial
5% Industrial % Vacant 30%
 Change in Present Land Use ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*)
 (*) From _____ To _____
 Predominant Occupancy ☒ Owner ☐ Tenant % Vacant
 Single Family Price Range \$ 20 to \$ 160 Predominant Value \$ 80
 Single Family Age 10 yrs. to 75 yrs. Predominant Age 35 yrs.

Employment Stability ☐ Good ☒ Avg. ☐ Fair ☐ Poor
 Convenience to Employment ☐ ☒ ☐ ☐
 Convenience to Shopping ☐ ☒ ☐ ☐
 Convenience to Schools ☐ ☒ ☐ ☐
 Adequacy of Public Transportation ☐ ☒ ☐ ☐
 Recreational Facilities ☐ ☒ ☐ ☐
 Adequacy of Utilities ☐ ☒ ☐ ☐
 Property Compatibility ☐ ☒ ☐ ☐
 Protection from Detrimental Conditions ☐ ☒ ☐ ☐
 Police and Fire Protection ☐ ☒ ☐ ☐
 General Appearance of Properties ☐ ☒ ☐ ☐
 Appeal to Market ☐ ☒ ☐ ☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in Forrest County, MS. Access to shopping, schools and employment centers are within market expected proximity. Present land Use Other is Vacant Land and has no adverse effect on value on value or marketability.

Dimensions Irregular = 6,000. Sq. Ft. or Acres ☐ Corner Lot
 Zoning classification R-1C Present Improvements ☒ do ☐ do not conform to zoning regulations
 Highest and best use ☒ Present use ☐ Other (specify) _____
 Public ☒ Other (Describe) _____
 Elec. ☒ OFF SITE IMPROVEMENTS
 Gas ☒ Street Access ☒ Public ☐ Private
 Water ☒ Surface Asphalt
 San. Sewer ☒ Maintenance ☒ Public ☐ Private
☐ Storm Sewer ☐ Curb/Gutter
☐ Underground Elect. & Tel. ☐ Sidewalk ☒ Street Lights
 Top Gently Slopping
 Size 6000 s.f.
 Shape Irregular
 View Residential
 Drainage Adequate
 Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The site does not appear to be affected by any readily observable adverse easements or encroachments, however a current survey & title policy are recommended for that final determination.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	516 Barnes Ave Hattiesburg, MS 39401	0 S Chancellor Hattiesburg, MS 39401	111 Dearborne St Hattiesburg, MS 39401	0 Douglas St Hattiesburg, MS 39401
Proximity to Subject		0.17 miles W	4.34 miles NW	0.96 miles W
Sales Price	\$ N/A	\$ 4,500	\$ 3,000	\$ 6,500
Price	\$	\$	\$	\$
Data Source	Tax Records	MLS#106748	MLS#100775	MLS#106749
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 12/06/2016	DESCRIPTION 03/10/2017	DESCRIPTION 12/06/2016
Location	N./Res	N./Res	N./Res	N./Res
Site/View	6000s.f./Resi	16200s.f./Res -2,000	13920s.f./Res -1,000	21600s.f./Res -3,000
Sales or Financing Concessions	None			
Net Adj. (Total)		☐ + ☒ - \$ -2,000	☐ + ☒ - \$ -1,000	☐ + ☒ - \$ -3,000
Indicated Value of Subject		\$ 2,500	\$ 2,000	\$ 3,500

Comments on Market Data: Prices remain stable and buyer demand is adequate.

Comments and Conditions of Appraisal: All sales were verified as closed sales.

The subject's site value is estimated to be \$3,000.

Final Reconciliation esign.alamode.com/verify Serial 7951F5DB greatest value weight to the "Market Data Approach". Considering the "principle of substitution" and adjusted prices of the comparables, the indicated value of the subject property was determined.
 I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 01/24 20 22 to be \$ 3,000
 Tim Green
 Appraiser(s) _____ Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property

[Y2K]

Supplemental AddendumFile No. **Burrell**

Borrower	N/A				
Property Address	516 Barnes Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	N/A				

This report is a Appraisal Report prepared in accordance with Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents sufficient information to enable the client and other intended users, as identified, to understand it properly.

INTENDED USER(S): The intender user of this appraisal report is the lender/client.

INTENDED USE: The Intended Use of this Appraisal Report is for the client to evaluate the property that is the subject of this appraisal for personal use. This report is not intended for any other use.

PURPOSE OF THE ASSIGNMENT: The Purpose of this Appraisal Report is to Estimate Market Value for the stated interest in the subject Property.

SCOPE OF WORK: The Scope of Work applied in the development of the appraisal is summarized below. In preparing this appraisal, the appraiser photographed, inspected the subject site; Gathered information on comparable land; Confirmed all comparable sales with at least one of the parties to the transaction; Analyzed the data and applied the sales comparison approach.

HYPOTHETICAL CONDITIONS: None Hypothetical conditions are know to be false but are presumed to be true for the purpose of reasonable analysis. For example, if the property is appraised as of today as though the improvements were complete, but the property currently consists of a vacant site, the valuation of the improved property would be subject to the hypothetical conditions that the improvements are complete.

COMMENTS ON ADJUSTMENTS: The site adjustments were derived from analysis of recent similar land sales.

COMMENTS ON COMPARABLES: The appraiser realizes that all sales are over 1 year. This was unavoidable due to the lack of recent similar sales. There was insufficient data to determine a time adjustment.

HIGHEST AND BEST USE DEFINED

Real Estate is valued in terms of its highest & best use. Highest & best use is that which is the most profitable likely use of a property. It may also be defined as that available use and program of future utilization which produce the highest present land use value.

The dictionary of real estate appraisal, fourth edition, page 135, defines highest & best use as: The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and results in the highest value. The four criteria the highest and best use must meet are: legal permissibility, physical possibility, financial feasibility and maximum profitability.

Highest & Best Use Of Land Or A Site As Though Vacant: Among all reasonable, alternative uses, the use that yields the highest land value, after payments are made for labor, capital, & coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Supplemental AddendumFile No. **Burrell**

Borrower	N/A				
Property Address	516 Barnes Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	N/A				

HIGHEST & BEST USE ANALYSIS: An analysis of the highest & best use of a property is the most important aspect of the appraisal process because it is in terms of highest & best use that market value is estimated. This study & analysis of highest & best use is based on available data regarding those uses considered legal, possible, or most probable alternative uses, appropriate uses and the maximum feasible uses of the subject's site. The highest & best use analysis is intended to reflect the highest & best use of the site as thought vacant, and a separate analysis of the property as improved.

3/14

Subject Photo Page

Borrower	N/A					
Property Address	516 Barnes Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	N/A					



Subject Site

516 Barnes Ave
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location N./Res
View 6000s.f./Resi
Site
Quality
Age

Subject Rear



Subject Street

Comparable Photo Page

Borrower	N/A				
Property Address	516 Barnes Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	N/A				



Comparable 1

0 S Chancellor
 Prox. to Subject 0.17 miles W
 Sale Price 4,500
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Res
 View 16200s.f./Res
 Site
 Quality
 Age



Comparable 2

111 Dearborne St
 Prox. to Subject 4.34 miles NW
 Sale Price 3,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Res
 View 13920s.f./Res
 Site
 Quality
 Age

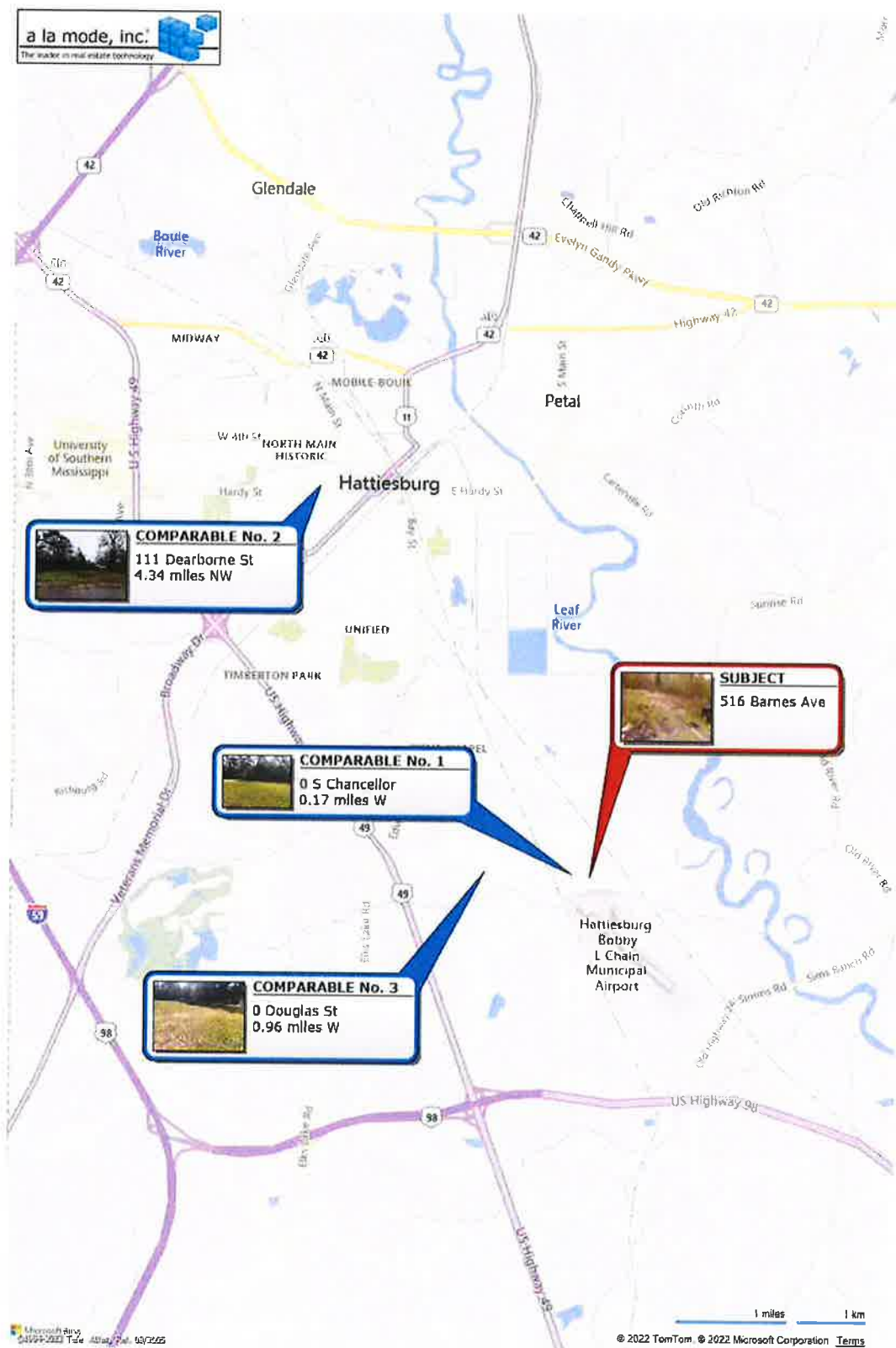


Comparable 3

0 Douglas St
 Prox. to Subject 0.96 miles W
 Sale Price 6,500
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location N;Res
 View 21600s.f./Res
 Site
 Quality
 Age

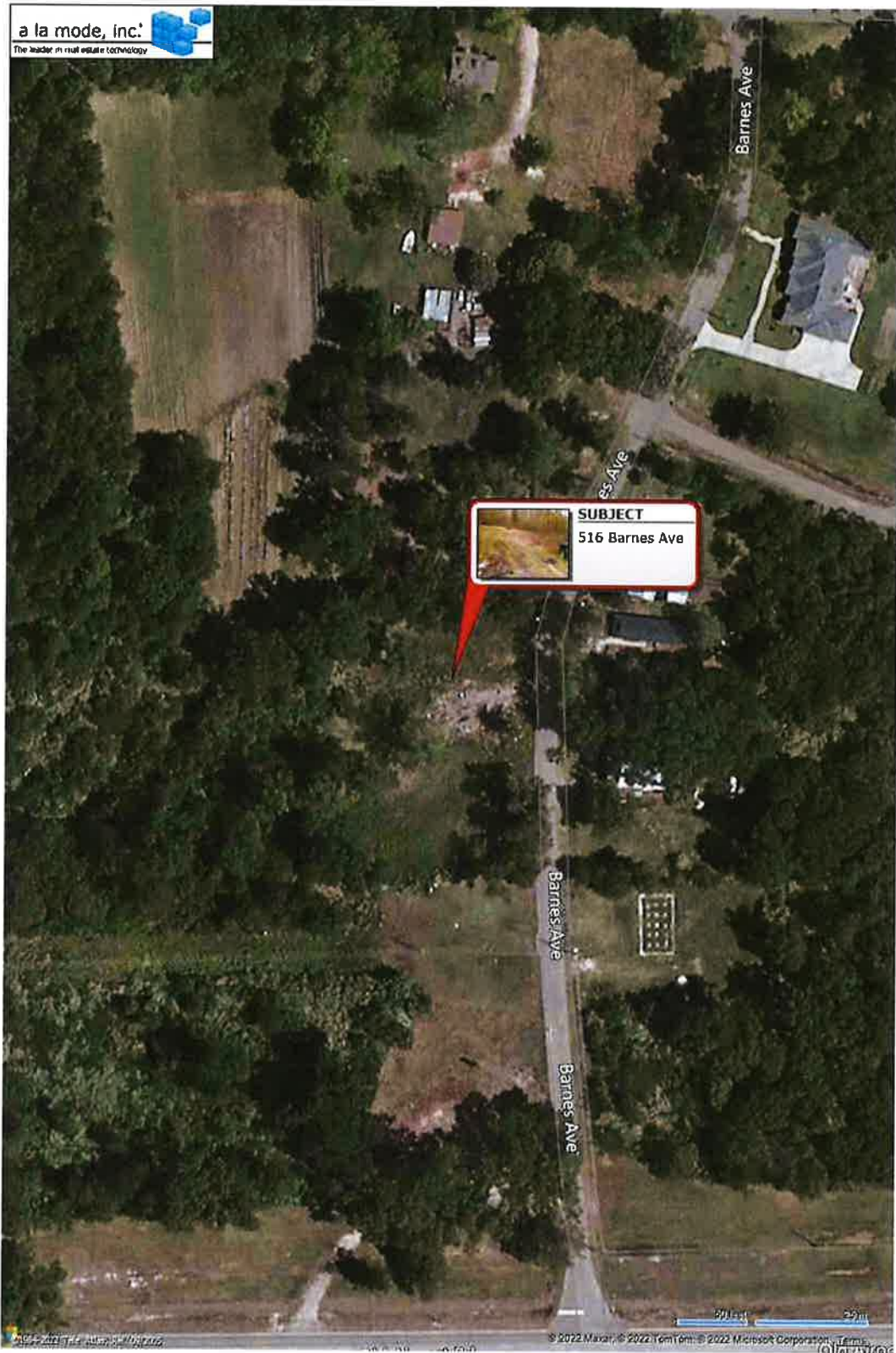
Location Map

Borrower	N/A					
Property Address	516 Barnes Ave					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Lender/Client	N/A					

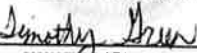


Aerial Map

Borrower	N/A				
Property Address	516 Barnes Ave				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Lender/Client	N/A				



Pocket Card

State of Mississippi	
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD	
LICENSE # : LA-1673	STATUS: ACTIVE
TIMOTHY GREEN	
HAS BEEN GRANTED A LICENSE AS A LICENSED APPRAISER	
Effective Date: 08/01/2021	Expiration Date: 07/31/2023
	
SIGNATURE OF LICENSEE	
Robert E. Pryor, Administrator	

Prepared By, Record and
Return to:
Pope & Pope, P.A.
Moran M. Pope, III
MS Bar No. 4441
P.O. Box 17527
Hattiesburg, MS 39404
(601)268-9997

INDEXING INSTRUCTIONS: Lot 7, Block 1, Tosh Barnes S/D, Section 25, T4N, R13W, Forrest County, Mississippi.
--

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **GRANTOR**,

THE CITY OF HATTIESBURG
a Mississippi Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

does hereby grant, bargain, sell, convey and quitclaim unto the **GRANTEE**,

ROY L. BURRELL

Address: _____

Telephone: _____

any and all of its right, title and interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lot 7, Block 1, Tosh & Barnes S/D in Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2022.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2022, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC
My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2022, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT “A”
LEGAL DESCRIPTION



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, May 3, 2022

Re: Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN13868 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to ALS Properties in the amount of \$5,000.00, in accordance with 21-17-1.
File Number: 2022-297
Minute Book #

Summary

Adopt a Resolution declaring surplus a certain parcel of City-owned property at PPIN13868 and authorize the execution of a Quit Claim Deed from the City of Hattiesburg to ALS Properties in the amount of \$5,000.00, in accordance with 21-17-1.

Recommendation Statement

I recommend this item be placed on the Council Agenda for consideration.

Please place this on the May 3, 2022 City Council meeting for consideration.

Exterior-Only Inspection Residential Appraisal Report

File #111MAR22

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address307 Willis AvenueCityHattiesburgStateMSZip Code39401

OwnerTerry Stewart & Wesley L. WilliamsIntended UserCity of HattiesburgCountyForrest

Legal DescriptionLot 5, Block 10, Section 15, Township 4N, Range 13W

Assessor's Parcel #2-038B-15-277.00Tax Year2021R. E. Taxes \$425

Neighborhood NameJ H Buschman SubdivisionMap ReferenceCensus Tract0006.00

Occupant

☐ Owner

☐ Tenant

☒ Vacant

Special Assessments \$

☐ PUD

HOA \$

☐ per year

☐ per month

Property Rights Appraised

☒ Fee Simple

☐ Leasehold

☐ Other (describe)

Intended UseTo establish market value for the fee simple interest in the property, as of the effective appraisal date, April 7, 2022.

ClientCity of Hattiesburg; c/o Ann JonesAddress200 Forrest Street, Hattiesburg, MS 39401

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal?

☐ Yes

☒ No

Report data source(s) used, offering price(s), and date(s).Public Records, MLS

I

☐ did

☒ did not

 analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$Date of ContractIs the property seller the owner of public record?

☐ Yes

☐ No

Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client?

☐ Yes

☒ No

If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %	
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	%
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%
Growth	☐ Rapid	☐ Stable	☒ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	Low		Multi-Family	%
Neighborhood BoundariesThe neighborhood is bordered to the north by Hall Avenue, to the east by Edwards Street, to the south by Tuscan Avenue, and to the west by West Railroad Street.								High		Commercial	%
								Pred.		Other	%
Neighborhood DescriptionThe neighborhood is located in the eastern portion of Hattiesburg, being east of West Pine Street and south of downtown. Uses in the neighborhood consists of mostly single-family residential, a large mutli-family complex operated by Hattiesburg Housing Authority, and William Carey University located on the southern portion of the neighborhood.											
Market Conditions (including support for the above conclusions)The property is located in an area of older single-family residential uses and too far removed from the scattered commercial uses west of the neighborhood along West Pine Street. The neighborhood outlook is considered to be stable with no new development forseen in the near future.											

Dimensions50Fx100LSx50Rx100RSArea5000 sfShapeRectangularViewStreet; Interior Lot

Specific Zoning ClassificationR-1CZoning DescriptionSingle-family residential

Zoning Compliance

☒ Legal

☐ Legal Nonconforming (Grandfathered Use)

☐ No Zoning

☐ Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use?

☒ Yes

☐ No

If No, describe

UtilitiesPublicOther (describe)

Electricity

☐

☒ MS Power

Water

☒

☐ City

Gas

☐

☒ Spire

Sanitary Sewer

☒

☐ City

Off-site Improvements—TypePublicPrivate

StreetWillis Avenue

☒

☐

Alley

☐

☐

FEMA Special Flood Hazard Area

☐ Yes

☒ No

FEMA Flood ZoneXFEMA Map #28035C0108DFEMA Map Date3/02/2010

Are the utilities and off-site improvements typical for the market area?

☒ Yes

☐ No

If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?

☐ Yes

☒ No

If Yes, describe

Source(s) Used for Physical Characteristics of Property

☒ Appraisal Files

☒ MLS

☒ Assessment and Tax Records

☐ Prior Inspection

☐ Property Owner

☐ Other (describe)

Data Source(s) for Gross Living AreaAssessment and Tax Records

General Description		General Description		Heating/Cooling		Amenities		Car Storage	
Units	☒ One ☐ One with Accessory Unit	☐ Concrete Slab ☒ Crawl Space	☐ FWA ☐ HWBB	☐ Fireplace(s) # ☒ None					
# of Stories	1	☐ Full Basement ☐ Finished	☐ Radiant	☐ Woodstove(s) # ☐ Driveway# of Cars					
Type	☐ Det. ☐ Att. ☐ S-Det./End Unit	☐ Partial Basement ☐ Finished	☒ Other Space	☐ Patio/Deck Driveway Surface					
☒ Existing ☐ Proposed ☐ Under Const.	Exterior Walls	Wood	Fuel	☒ Porch Garage # of Cars					
Design (Style)	Farm	Roof Surface	Shingle	☐ Central Air Conditioning Pool Carport # of Cars					
Year Built	1930	Gutters & Downspouts	None	☐ Individual Fence Attached ☐ Detached					
Effective Age (Yrs)	050	Window Type	Single-Pane	☒ Other Other Built-in					
Appliances	☐ Refrigerator ☐ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer Other (describe)	Unknown if any exist							

Finished areaabove grade contains:Rooms2Bedrooms1.00Bath(s)894Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.)

Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.).

As requested by the client, only an exterior inspection of the property was observed from the public right-of-way. The estimated effective age appeared to be similar to the actual age with significant signs of deferred maintenance. The property appears to have been vacant for an extensive period due to broken and boarded-up windows. The construction qualities were noted from the tax assessor's records. The interior of the property was not inpsected. It is an extraordinary assumption of this report, the interior quality and finishes are similar to the outside apperance with no required repairs for electrical, plumbing, HVAC, roof leaks, etc. The structure appears to be in poor condition and in need of significant repair to be in a habital condition.

Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?

☐ Yes

☒ No

If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?

☒ Yes

☐ No

If No, describe

RMPF Form 2055 May 2007

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Zac Fairley Appraisals LLC

Page 1 of 11

Exterior-Only Inspection Residential Appraisal Report

File #111MAR22

There are7comparable properties currently offered for sale in the subject neighborhood ranging in price from \$45,000to \$229,900.

There are40comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$10,000to \$449,500.

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
307 Willis Avenue AddressHattiesburg, MS 39401		201 N. Tipton Hattiesburg			508 Buschman Street Hattiesburg			1201 Dabbs Street Hattiesburg		
Proximity to Subject										
Sale Price		\$6,500			\$8,000			\$10,000		
Sale Price/Gross Liv. Area		\$7.22sq. ft.			\$8.35sq. ft.			\$7.94sq. ft.		
Data Source(s)		MLS#121528			MLS#124551			MLS#120045		
Verification Source(s)		MLS#121528			MLS#124551			MLS#120045		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment		DESCRIPTION	+(-) \$ Adjustment		DESCRIPTION	+(-) \$ Adjustment	
Sale or Financing Concessions		Cash None			Cash None			Cash None		
Date of Sale/Time		07/23/2020			03/04/2021			04/27/2020		
Location	Suburban	Suburban			Suburban			Suburban		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	5000 sf	9,500	-2,000		4,275			5,500		
View	Street; Interior Lot	Street; Interior Lot			Street; Interior Lot			Corner Lot		
Design (Style)	Farm	Similar			Similar			Similar		
Quality of Construction	Wood	Wood			Wood			Wood		
Actual Age	92	1950			1945			1945		
Condition	Poor	Poor			Fair	-2,000		Fair	-3,500	
Above Grade	TotalBdrms.Baths	TotalBdrms.Baths			TotalBdrms.Baths			TotalBdrms.Baths		
Room Count	21.00	21			21			31		
Gross Living Area	894sq. ft.	900sq. ft.			958sq. ft.	-500		1,260sq. ft.	-2,000	
Basement & Finished Rooms Below Grade	None	None			None			None		
Functional Utility	Residence	Residence			Residence			Residence		
Heating/Cooling	None	None			None			None		
Energy Efficient Items	None	None			None			None		
Garage/Carport	None	None			None			None		
Porch/Patio/Deck	Porch	Porch			None			Porch		
Net Adjustment (Total)		+ -	\$-2,000		+ -	\$-2,500		+ -	\$-5,500	
Adjusted Sale Price of Comparables		Net Adj. 30.8 % Gross Adj. 30.8 %	\$4,500		Net Adj. 31.3 % Gross Adj. 31.3 %	\$5,500		Net Adj. 55.0 % Gross Adj. 55.0 %	\$4,500	

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s)MLS; Forrest County Tax Assessor's Records

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s)

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer	10/05/2008	None	None	None
Price of Prior Sale/Transfer	Unknown			
Data Source(s)	Tax Assessor's Records			
Effective Date of Data Source(s)	2/13/2020			

Analysis of prior sale or transfer history of the subject property and comparable salesAccording to MLS data sheets, none of the sales were previously sold in the last three years.

Summary of Sales Comparison ApproachAll of the sales are recent, similar in age and condition, and located in the same school district. The subject appears to have been vacant for an extensive period. From the limited inspection the sturcture would require extensive renoavations prior to being habital and the overall condition was considered poor.Sale 1 was also uninhabitable at the time of sale and considered the most similar. Sales 2 and 3 were in poor condition; however, the were habitable and occupied at the time of sale. Prior to adjustments, the sale prices range from \$6,500 to \$10,000. After adjustments, the sales had a bracketing of values from \$4,500 - \$5,500. Considering all factors and based on my limited inspection, I adopted a market value of \$5,000 for the subject property.

Indicated Value by Sales Comparison Approach\$5,000

Indicated Value by: Sales Comparison Approach\$5,000

Cost Approach (if developed)\$

Income Approach (if developed)\$

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$5,000, as of April 7, 2022, which is the effective date of this appraisal.

RMPF Form 2055 May 2007

Page 2 of 6

Zac Fairley Appraisals LLC

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ADDITIONAL COMMENTS

COST APPROACH

INCOME

PROJECT INFORMATION

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data	Dwelling 894 Sq. Ft. @ \$	= \$
Quality rating from cost service Effective date of cost data	Sq. Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		
	Garage/Carport Sq. Ft. @ \$	= \$
	Total Estimate of Cost-New	= \$
	Less Physical Functional External	
	Depreciation	= \$()
	Depreciated Cost of Improvements	= \$
	"As-is" Value of Site Improvements	= \$
Estimated Remaining Economic Life (HUD and VA only) Years	Indicated Value By Cost Approach	= \$

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No	Unit type(s) ☐ Detached ☐ Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.	
Legal name of project	
Total number of phases	Total number of units
Total number of units rented	Total number of units sold
Total number of units for sale Data Source(s)	
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion	
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)	
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.	
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.	
Describe common elements and recreational facilities	

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) research, verify, and analyze data from reliable public and/or private sources, and (4) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser’s analysis, opinions, statements, conclusions, and the appraiser’s certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Zachary H. Fairley

Signature _____
Name Zachary H. Fairley
Company Name Zac Fairley Appraisals LLC
Company Address 84 North Of Fields,
Hattisburg, MS 39402
Telephone Number 601-466-2750
Email Address Zfappraiser@gmail.com
Date of Signature and Report 04/15/2022
Effective Date of Appraisal April 7, 2022
State Certification # _____
or State License # LA-1868
or Other (describe) _____ State # _____
State MS
Expiration Date of Certification or License 04/30/2022
ADDRESS OF PROPERTY APPRAISED
307 Willis Avenue
Hattiesburg, MS 39401

APPRAISED VALUE OF SUBJECT PROPERTY \$ 5,000
CLIENT
Name Ann Jones, Chief Administrative Officer
Company Name City of Hattiesburg; c/o Ann Jones
Company Address 200 Forrest Street
Hattiesburg, MS 39401
Email Address annjones@hattiesburgms.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect exterior of subject property
☒ Did inspect exterior of subject property from street
Date of Inspection April 7, 2022

COMPARABLE SALES

☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

PHOTOGRAPH ADDENDUM

Borrower/Owner			
Property Address 307 Willis Avenue			
City Hattiesburg	County Forrest	State MS	Zip Code 39401
Client City of Hattiesburg; c/o Ann Jones			



COMPARABLE #1

201 N. Tipton Hattiesburg	
Price	\$6,500
Price/SF	\$7.22
Date	07/23/2020
Age	1,950
Room Count	0-2-1
Living Area	900
Value Indication	\$4,500



COMPARABLE #2

508 Buschman Street Hattiesburg	
Price	\$8,000
Price/SF	\$8.35
Date	03/04/2021
	1,945
Room Count	0-2-1
Living Area	958
Value Indication	\$5,500

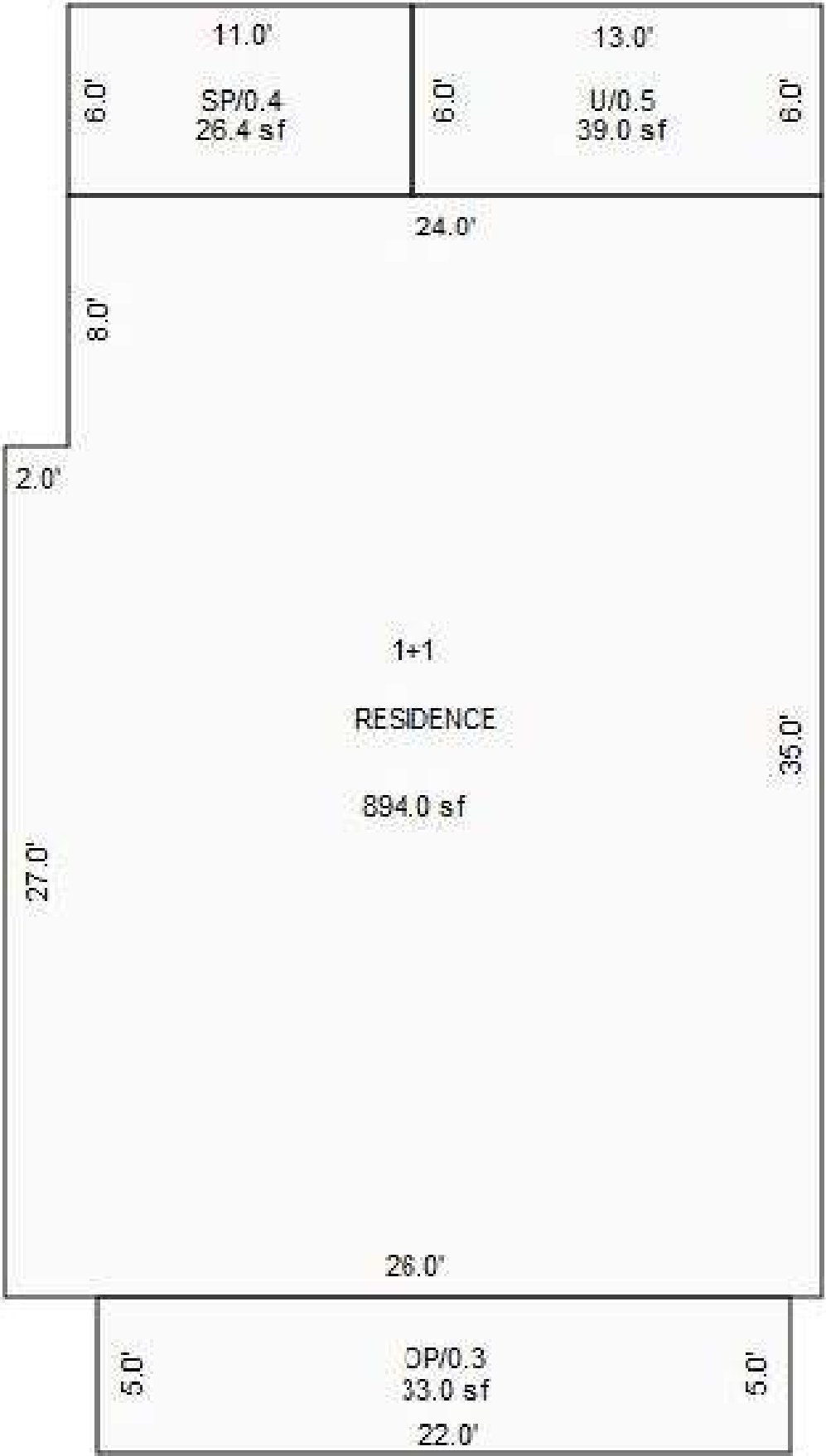


COMPARABLE #3

1201 Dabbs Street Hattiesburg	
Price	\$10,000
Price/SF	\$7.94
Date	04/27/2020
	1,945
Room Count	0-3-1
Living Area	1,260
Value Indication	\$4,500

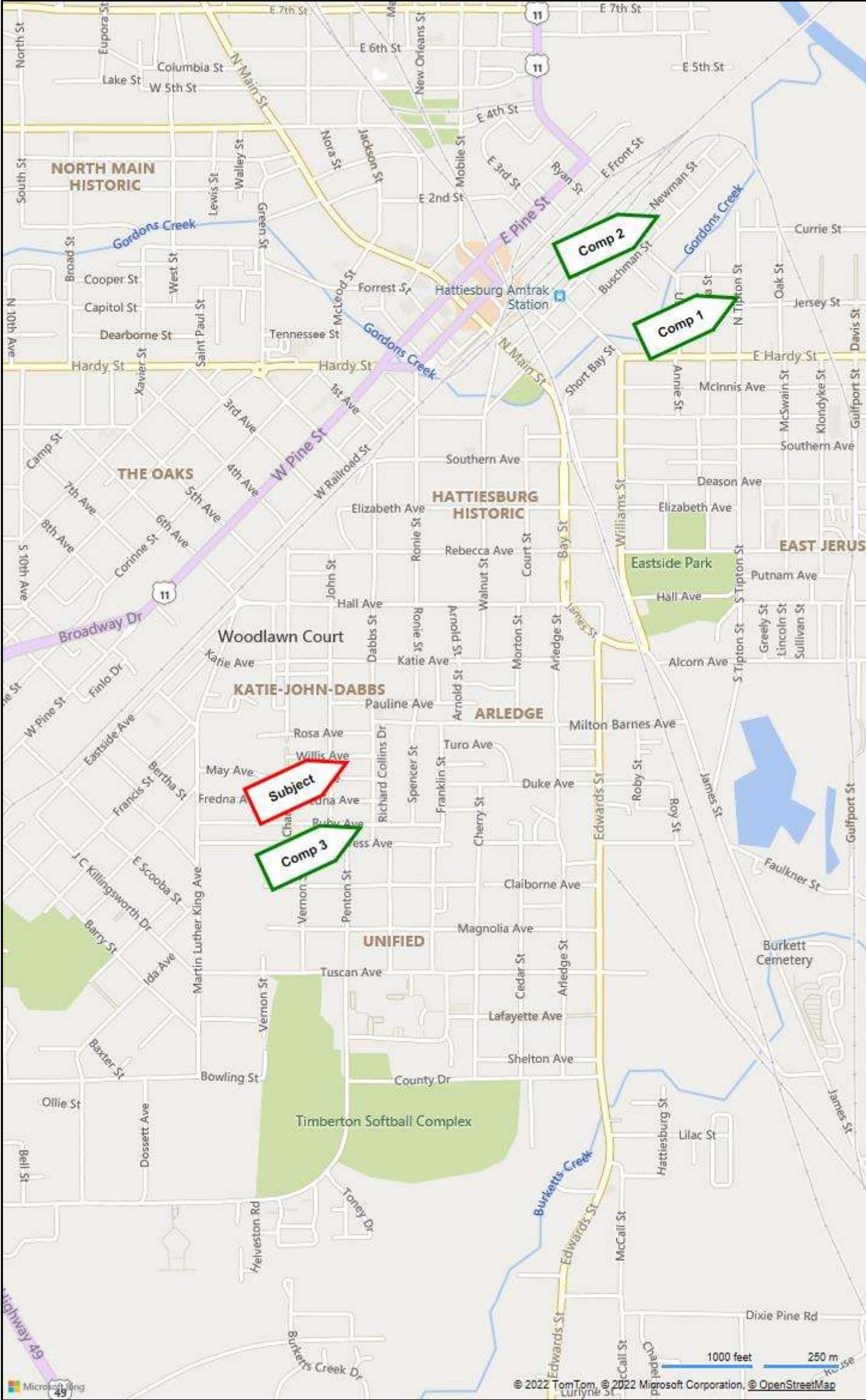
SKETCH ADDENDUM

Borrower/Owner			
Property Address 307 Willis Avenue			
City Hattiesburg	County Forrest	State MS	Zip Code 39401
Client City of Hattiesburg; c/o Ann Jones			



LOCATION MAP

Borrower/Owner			
Property Address 307 Willis Avenue			
City Hattiesburg	County Forrest	State MS	Zip Code 39401
Client City of Hattiesburg; c/o Ann Jones			



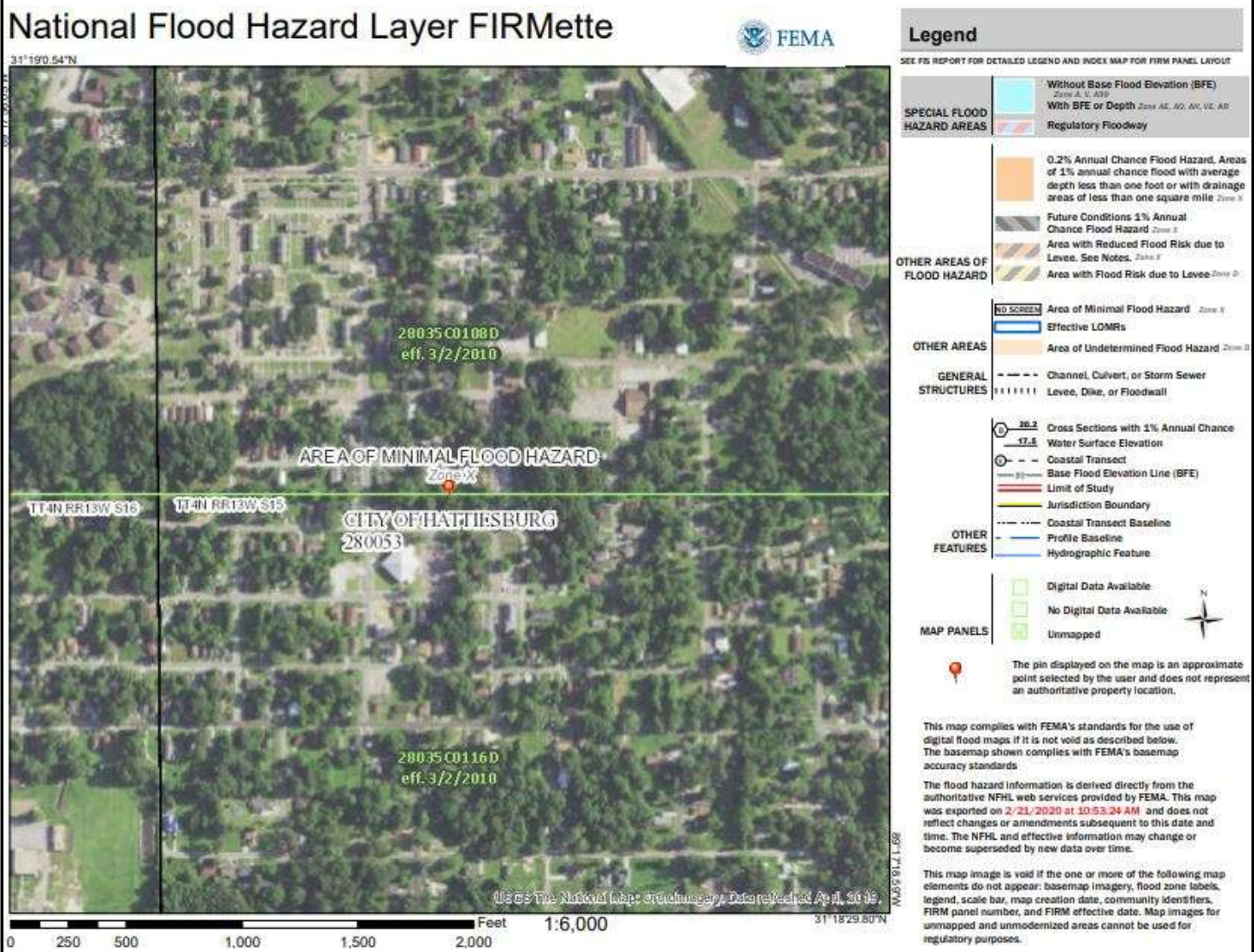
FLOOD MAP

Borrower/Owner

Property Address 307 Willis Avenue

City HattiesburgCounty ForrestState MSZip Code 39401

Client City of Hattiesburg; c/o Ann Jones



PHOTOGRAPH ADDENDUM

Borrower/Owner			
Property Address 307 Willis Avenue			
City Hattiesburg	County Forrest	State MS	Zip Code 39401
Client City of Hattiesburg; c/o Ann Jones			



Looking west along Willis Avenue towards the property.



Front of the subject property from Willis Avenue.



Additional view of the property.

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ Licensed Real Estate Appraiser in the State of Mississippi, #LA-1868
- ◆ Practicing Affiliate of the Appraisal Institute (#563759)

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, rights-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013

Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014
Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND
CERTIFICATION BOARD

LICENSE # : LA-1868

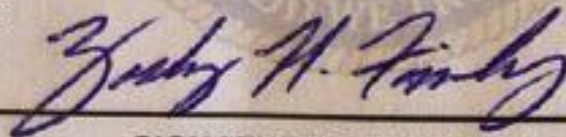
STATUS: ACTIVE

ZACHARY H FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
LICENSED APPRAISER

Effective Date:
05/01/2020

Expiration Date:
04/30/2022



SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the parcel at 307 Willis Avenue, better identified by PPIN 13868 and county parcel number 2-038B-15-277.00, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said property in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the aforementioned property and authorizes sale of the same.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 3rd day of May, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 3rd day of May, 2022.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

Prepared By, Record and
Return to:
Pope & Pope, P.A.
Moran M. Pope, III
MS Bar No. 4441
P.O. Box 17527
Hattiesburg, MS 39404
(601)268-9997

INDEXING INSTRUCTIONS: Lot 5, Block 10, J. H. Buschman Survey or Addition, Hattiesburg, Forrest County, Mississippi
--

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **GRANTOR**,

THE CITY OF HATTIESBURG
a Mississippi Municipal Corporation
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4500

does hereby grant, bargain, sell, convey and quitclaim unto the **GRANTEE**,

A.L.S. PROPERTIES, LLC,
a Mississippi limited liability company.

Address: _____

Telephone: _____

any and all of our right, title and interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lot 5 in Block 10 of the J. H. Buschman Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, together with any improvements or appurtenances thereunto belonging.

WITNESS MY SIGNATURE, on this, the ____ day of _____, A.D., 2022.

CITY OF HATTIESBURG

By: _____
TOBY BARKER, MAYOR

ATTESTED BY:

KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2022, within my jurisdiction, the within named **TOBY BARKER** who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC
My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2022, within my jurisdiction, the within named **KERMAS EATON**, who acknowledged that he is City Clerk of the City of Hattiesburg, Mississippi, and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

(S E A L)

NOTARY PUBLIC

My Commission Expires: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting on Lancaster, Longstreet, Northhill and Chickasaw Drives, Choctaw Street and N 19th Avenue for a monthly increase of \$19.17; add five (5) extra lights--one (1) on Chickasaw, two (2) on Northhill, one (1) on N 19th and one (1) on Choctaw for an increase of \$8.43 each and authorize the Mayor to execute the same.
File Number: 2022-289
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting on Lancaster, Longstreet, Northhill and Chickasaw Drives, Choctaw Street and N 19th Avenue for a monthly increase of \$19.17; add five (5) extra lights--one (1) on Chickasaw, two (2) on Northhill, one (1) on N 19th and one (1) on Choctaw for an increase of \$8.43 each; authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the May 3, 2022 City Council meeting for consideration.

DATE: 4/14/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R- 16</u>	<u>Lancaster, Longstreet, Northhill, Choctaw, Chickasaw, N 91th Ave</u>
150 WATT HPS	<u>R - 1</u>	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	<u>Monthly increase \$19.17</u>
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED</u>	<u>I - 22</u>	<u>Add 5 extra lights. 1- Chickasaw, 2 - Northhill, 1 - N 19th Ave</u>
_____	_____	<u>1 - Choctaw @ \$8.43 each</u>
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT.

AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Approve Lighting Agreement with Mississippi Power Company for additional lighting on W 7th Street from Highway 49 to W 4th Street, Rosewood/Hillside Drive Area and Luper Drive for a monthly savings of \$19.14 and authorize the Mayor to execute the same.
File Number: 2022-298
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional lighting on W 7th Street from Highway 49 to W 4th Street, Rosewood/Hillside Drive Area and Luper Drive for a monthly savings of \$19.14; authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of lighting agreement.

Please place this on the May 3, 2022 City Council meeting for consideration.

DATE: 4/21/22

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 598418200

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	<u>R - 36</u>	<u>W 7th St from Hwy 49 to W 4th, Rosewood/Hillside Area, Luper</u>
150 WATT HPS	<u>R - 4</u>	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	<u>Monthly savings \$19.14</u>
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	<u>I - 16</u>	<u>W 7th Commercial Area</u>
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>50WLED</u>	<u>I - 24</u>	<u>Residential Area</u>
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Approve contract with Neel-Schaffer, Inc. for construction engineering and inspection services related to the Hall Avenue Roundabout at Bay Street, Arledge Street & James Street project (Project No. FBLD-8769-00(001)LPA/108639-801000) and authorize the Mayor to execute in duplicate.
File Number: 2022-305
Minute Book #

Summary

Approve contract with Neel-Schaffer, Inc. for construction engineering and inspection services related to the Hall Avenue Roundabout at Bay Street, Arledge Street & James Street project (Project No. FBLD-8769-00(001)LPA/108639-801000) and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Hall Avenue Roundabout at Bay Street / Arledge Street / James Street
FBLD-8769-00(001)LPA/108639-801000
Forrest County***

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg***, a body Politic of the State of Mississippi (the "LPA"), and, Neel-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***704 Hardy Street, Hattiesburg, MS 39401***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for ***construction of a roundabout along Hall Avenue at the intersection of Bay Street, Arledge Street, James Street***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest** County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4501
Fax: 601-545-4642
mayor@hattiesburgms.com

For Technical Matters:
Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4540
Fax: 601-545-4645
lrutland@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
Michael W. Essary, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
Michael.essary@neel-schaffer.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

For Technical Matters:
Geoffrey Crosby, P.E.
Neel-Schaffer, Inc.
704 Hardy Street
Hattiesburg, MS 39401
Phone: 601-545-1565
Fax: 601-545-2267
Geoffrey.crosby@neel-schaffer.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E. # 11856
Surveyor # _____

P.E.# 19984
Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Hattiesburg

Toby Barker, Mayor

WITNESS this my signature in execution hereof, this the 7 day of June, 2022

Neel-Schaffer, Inc.

BY: _____

Michael W. Essary, P.E.

ATTEST: _____

(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

NEEL-SCHAFFER, INC.

**OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY
OF NEEL-SCHAFFER, INC.
REGARDING CONTRACTING AUTHORITY**

I, **Edward J. Everitt** do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Michael W. Essary** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of **\$500,000.00** to complete the contracting process relating to the **Hall Avenue Roundabout at Bay Street/Arledge Street/James Street Federal Aid Project No. FBLD-8769-00(001)LPA/108639-801000** with the **City of Hattiesburg, Mississippi**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 5th day of January, 2022.



By: Edward J. Everitt
Corporate Secretary

Corporate Seal:



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

PRECONSTRUCTION ACTIVITIES:

1. Coordination with LPA on issuing Notice of Award and Contracts to Contractor. Coordination with LPA & MDOT on executed contracts and issuance of Notice of Execution to the Contractor.
2. Provide copies of the complete proposal with executed contract documents and plans to the MDOT, LPA, and Contractor.
3. Coordination with Contractor and LPA on the Notice to Proceed.
4. Schedule and conduct the Pre-Construction Conference with the LPA, MDOT and Contractor.
5. Prepare an existing sign inventory and provide to LPA and MDOT District LPA Engineer.
6. Review information from the Contractor on the Project Superintendent, Safety Officer, EEO Officer, etc.
7. Coordination with the Contractor on the Project Bulletin Board.
8. Review the Contractor's Subcontract Forms and submit to LPA and MDOT.
9. Review and approve shop drawings & submittals. Submit appropriate submittals to MDOT for review.
10. Review the Erosion Control Plan and submit to MDOT.
11. Coordinate with Contractor on the location of Construction Signs.

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

B. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

C. The duties, responsibilities, and limitations of authority of the resident Project engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The

resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe,

record and report to the LPA appropriate details relative to the test procedures and startups.

- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$229,497.62 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the

LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2022 Loaded Rate	2022 Loaded Rate (OT)
Geoffrey Crosby, P.E.	Project Engineer	\$147.21	
Michael Essary, P.E.	Engineer Manager	\$231.10	
	Engineer Intern	\$91.82	
	Engineer Technician	\$130.75	
	Inspector	\$88.76	\$103.70
	Administrative Assistant	\$83.35	

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$229,497.62 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$216,323.68	\$1,873.60	\$11,300.34	\$229,497.62

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 14th day of January 2022

Neel-Schaffer, Inc.

BY: Michael W. Essary

Michael W. Essary, P.E.

ATTEST Jennifer R. Nobles

My Commission Expires:



Jennifer R. Nobles
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Authorized Officer or Agent

Michael W. Essary, P.E.

Printed Name of Authorized Officer or Agent

Senior Project Manager

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 7 day of June, 2022

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration.



FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**Hall Avenue Roundabout at Bay Street / Arledge Street /
James Street**

Prepared for:
Mississippi Department of Transportation

Project Number:
FBLD-8769-00(001)LPA/108639-801000
City of Hattiesburg, MS

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted: ***November 3, 2021***
Date Revised: ***December 15, 2021***

Cost Summary

Hall Avenue Roundabout at Bay Street / Arledge Street / James Street

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.

Labor Costs

CE&I Services	\$	205,310.58
---------------	----	------------

Participating Drive Hours Cost

CE&I Services	\$	11,013.09
---------------	----	-----------

Direct Costs

CE&I Services	\$	1,873.60
---------------	----	----------

Subtotal **Neel-Schaffer, Inc.**

\$	218,197.28
----	------------

{name of SubConsultant}

Labor Costs

CE&I Services	\$	-
---------------	----	---

Participating Drive Hours Cost

CE&I Services	\$	-
---------------	----	---

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost {name of SubConsultant}

\$	-
----	---

Burns Cooley Dennis

Labor Costs

Testing Services	\$	9,170.54
------------------	----	----------

Direct Costs

CE&I Services	\$	2,129.80
---------------	----	----------

Subtotal Cost Burns Cooley Dennis

\$	11,300.34
----	-----------

PROJECT TOTAL COSTS

\$	229,497.62
----	------------

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	<u>165.22%</u> %
FCCM (Home)	<u>0.11%</u> %
Field Overhead Rate ²	<u>130.90%</u> %
FCCM (Field)	<u>0.03%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Project Engineer	\$ 49.54	\$ 81.85	\$ 0.05	\$ 15.77	\$ 147.21
Engineer Intern	\$ 30.90	\$ 51.05	\$ 0.03	\$ 9.83	\$ 91.82
Engineer Technician	\$ 44.00	\$ 72.70	\$ 0.05	\$ 14.00	\$ 130.75
Inspector	\$ 29.87	\$ 49.35	\$ 0.03	\$ 9.51	\$ 88.76
Administrative Assistant	\$ 28.05	\$ 46.34	\$ 0.03	\$ 8.93	\$ 83.35
Engineer Manager	\$ 77.77	\$ 128.49	\$ 0.09	\$ 24.75	\$ 231.10

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector	\$ 29.87	\$ 49.35	\$ 0.03	\$ 9.51	\$ 103.70
Inspector II		\$ -	\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE		REGULAR HOURS ONLY																	Subtotal Hours	Hourly Rate	Extension
		Hours Per Month																			
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr						
11	15	19	20	21	21	24	24	24	24	24	24	24	24	20	40	40	396	\$ 147.21	\$ 58,295.67		
20	20	8	8	8	8	8	8	8	8	8	8	8	8	8	20	20	160	\$ 91.82	\$ 14,691.41		
		8	8	8	8	8	8	8	8	8	8	8	8				72	\$ 130.75	\$ 9,413.91		
		176	176	176	176	176	146	80	80	50	40						1100	\$ 88.76	\$ 97,636.68		
12	8	4	4	4	4	4	4	4	4	4	4	4	4	8	8	8	76	\$ 83.35	\$ 6,334.78		
		8	8	8	8	8	8	8	8	8	8						64	\$ 231.10	\$ 14,790.31		

OVERTIME HOURS ONLY																		
		Overtime Hours Per Month												Subtotal Hours		Hourly Rate	Extension	
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb					Mar
POSITION TITLE		11	15	19	20	21	21	20	16	11	5	6	7	11	15			
Inspector				10	10	10	10									40	\$ 103.70	\$ 4,147.82
Inspector II																0	\$ -	\$ -
(additional classifications)																0	\$ -	\$ -

PARTICIPATING DRIVE HOURS ONLY																			
POSITION TITLE	Hours Per Month																Subtotal Hours	Hourly Rate	Extension
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
	11	15	19	20	21	21	20	16	11	5	6	7	11	15					
Project Engineer			1	1	1	1	1	1	1	1	1					9	\$ 147.21	\$ 1,324.90	
Engineer Intern																0	\$ 91.82	\$ -	
Engineer Technician			1	2	1	2	1	2	1	2	1					13	\$ 130.75	\$ 1,699.73	
Inspector			10	10	10	10	10	10	10	10	10					90	\$ 88.76	\$ 7,988.46	
Administrative Assistant																0	\$ 83.35	\$ -	
Engineer Manager																0	\$ 231.10	\$ -	

CONTRACTOR'S Project Completion Time: 139 Working Days
 Construction Cost Estimate: No Work being Conducted on the Project

DIRECT COSTS ^{****}

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Project Engineer			\$ 156.80			\$ 156.80
Engineer Intern						\$ -
Engineer Technician			\$ 218.40			\$ 218.40
Inspector			\$ 778.40			\$ 778.40
Administrative Assistant				\$720		\$ 720.00
Engineer Manager						\$ -
TOTAL						\$ 1,873.60

**** Provide detail for breakdown of Direct Costs

Travel

Project Engineer - 280 miles at \$0.56/mile

Engineering Technician - 390 miles at \$0.56/mile

Inspector - 1390 miles at \$0.56/mile

Printing

12 sets of Plans and Specifications at \$60 per set

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

Hall Avenue Roundabout at Bay Street /
Arledge Street / James Street

MDOT Project No.

FBLD-8769-00(001)LPA/108639-801000

Testing Firm Name

Burns Cooley Dennis, Inc.

MDOT District Material Engineer Approval Date of the S&T Report

9/24/2021

Home Overhead Rate ²	<u>172.75%</u> %
FCCM (Home)	<u>0.71%</u> %
Field Overhead Rate ²	<u> </u> %
FCCM (Field)	<u> </u> %
Profit	<u>12.00%</u> %

Classification	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate
Project Manager	<u>\$ 80.00</u>	\$ 138.20	\$ 26.18	\$ 0.57	\$ 244.95
Project Engineer	<u>\$ 65.00</u>	\$ 112.29	\$ 21.27	\$ 0.46	\$ 199.02
Materials Engineer	<u>\$ 45.00</u>	\$ 77.74	\$ 14.73	\$ 0.32	\$ 137.79
Admin. Assistant	<u>\$ 20.00</u>	\$ 34.55	\$ 6.55	\$ 0.14	\$ 61.24
Field Technician	<u>\$ 25.00</u>	\$ 43.19	\$ 8.18	\$ 0.18	\$ 76.55

LABOR COSTS

	Hours	Regular Billing Rate	Total
Project Manager	12	\$ 244.95	\$ 2,939.40
Project Engineer	3	\$ 199.02	\$ 597.06
Materials Engineer	8	\$ 137.79	\$ 1,102.32
Admin. Assistant	14	\$ 61.24	\$ 857.36
Field Technician	48	\$ 76.55	\$ 3,674.40

SUBTOTAL - LABOR COSTS

85 \$ 9,170.54

FIELD AND LABORATORY

	Quantity	Unit	Unit Cost	Total Cost
Concrete Compression Test ASTM C39 (3 Cylinders per set)	18	Each	\$ 25.00	\$ 450.00
Standard Proctors (MT-8)	3	Each	\$ 225.00	\$ 675.00
Atterberg Limits (T89 and T90)	3	Each	\$ 60.00	\$ 180.00
Shrinkage Limits		Each		\$ -
Gradation (T311)		Each	\$ 180.00	\$ -
Aggregate Gradation (T27)	1	Each	\$ 150.00	\$ 150.00
Fine Aggregate Gradation (T27)		Each	\$ 125.00	\$ -
Minus No. 200 Wash (T11)	2	Each	\$ 45.00	\$ 90.00
Nuclear Density Tests (T312)	12	Each	\$ 25.00	\$ 300.00
pH of Soils (MT-30)	1	Each	\$ 30.00	\$ 30.00
Moisture Content		Each		\$ -
Bulk Specific Gravity (T166)	7	Each	\$ 30.00	\$ 210.00

SUB-TOTAL - FIELD AND LABORATORY**\$ 2,085.00****EXPENSE ITEMS**

Automobile travel (20 trips at 4 miles per trip)

Quantity

80

x

Rate

\$ 0.560

Total Cost

\$ 44.80

SUB-TOTAL - EXPENSE ITEMS**\$ 2,129.80****TOTAL PROPOSED FEE****\$ 11,300.34****NOTES:**

Technician hours are based on 5 - 3 hour trip to the project site for earthwork and aggregate base testing, 6 - 4 hour trips for concrete testing, 3 - 1 hour trips for asphalt densities, and 6 - 1 hour trips for sample and cylinder pickup. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per technician testing trip and 4 hours for meetings. Mileage is based on 4 miles per trip.

ESTIMATED MAXIMUM TIME FOR INSPECTION SERVICES

Project Name

MDOT Project No.

Testing Firm Name

Progress Schedule Approval Date

Project Component Risk Level

Hall Avenue Roundabout at Bay Street / Arledge Street / James Street

FBLD-8769-00(001)LPA/108639-801000

Neel-Schaffer, Inc.

October 11, 2021

MODERATE

Phase	Inspection Level	Inspection Hours per Working Day	Begin Time	End Time	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	Intermittent	1	0	139	139	139
Excavation and Drainage	Full Time	7	0	42	42	294
Base and Pavement	Full Time	7	0	18	18	126
Pedestrian Facilities	Part Time	4	0	50	50	200
Traffic Safety	Part Time	4	35	129	94	376
Pavement Markings	Intermittent	1	0	5	5	5
Bridges/Retaining Walls	Full Time	7	0	0		
Total Inspection Hours						1140

Scheduled Hours

NOTES:
Project Component Risk Level to be established in consultation with MDOT LPA Division
Phase Begin and End Times should match approved Progress Schedule
Scheduled hours includes travel time



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Approve subcontracts with RJM McQueen Contracting, Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project and authorize the Mayor to execute in multiples.
File Number: 2022-302
Minute Book #

Summary

Approve subcontracts with RJM McQueen Contracting, Inc. for the State Aid Project No. DECD-001-018(35)BO identified as Highway 49, Camp, Adeline and Mamie project; Authorize the mayor to execute in multiples.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.



Walters Construction Co., Inc.

SITE WORK & ASPHALT PAVING

SUBCONTRACT

This subcontract agreement is entered into this day between Walters Construction Company, Inc., herein called the **Contractor**, and RJM McQueen Contracting, Inc. 80 Ramsey McQueen Rd. Collins, MS 39428 herein called the **Subcontractor**, for the performance by the **Subcontractor**, of certain work hereinafter specified as called for under the terms of certain **Contract** between the **Owner** and **Contractor**, relating to the project identified as DECD-0018(35)BO Highway 49, Camp Street & Adeline Street Hattiesburg, MS.

THE PARTIES AGREE AND BIND THEMSELVES, their heirs, successors and assigns as follows:

1. **PERFORMANCE:**

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work, to pay promptly for all such, and to complete the work in strict compliance with the terms of the Contract and to the satisfaction of and in compliance with the directions of the Owner and Contractor.

2. **CONTRACT:**

The terms, conditions, specifications, drawings, schedules and contract documents forming a part of the Contract between the Contractor and the Owner for the project are hereby made part of this subcontract by reference as fully as if set out in detail. The Subcontractor shall be bound to the same extent as the Contractor is bound by each and every covenant, obligation and provision of said Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Contract:

Pay Item	Description	Qty.	Unit	Unit Price	Total Item
S-200-A	Mobilization	1.00	LS	\$50,000.00	\$50,000.00
S-608-A	Concrete Sidewalk	1,955.00	SY	\$59.00	\$115,345.00
S-608-B	Concrete Driveway, w/o Reinf, 6" Thick	515.00	SY	\$82.00	\$42,230.00
S-608-C	Concrete Driveway, w/Reinf, 5" Thick	1,819.00	SY	\$73.00	\$132,787.00
S-609-B	Concrete Curb, Special Design, Slotted	1,915.00	LF	\$24.00	\$45,960.00
S-609-B	Concrete Curb, Type 1 Doweled Curb	311.00	LF	\$39.00	\$12,129.00
S-609-B	Concrete Curb, Type 1 Header	1,971.00	LF	\$37.00	\$72,927.00
S-609-C	Concrete Curb, (Integral) Type 1	194.00	LF	\$45.00	\$8,730.00
S-609-D	Combination Curb & Gutter, Type 1 Modified	5,101.00	LF	\$23.00	\$117,323.00
S-609-D	Combination Curb & Gutter, Type 2	202.00	LF	\$45.00	\$9,090.00
S-609D	Combination Curb & Gutter, Type 3 Modified	2,620.00	LF	\$22.00	\$57,640.00

S-616-A	Concrete Island Pavment, 10" Thick	36.00	SY	\$126.00	\$4,536.00
S-616-C	Concrete Island pavment Stamped and Colored	393.00	SY		
S-226A	Solid Sodding	16,250.00	SY	\$4.50	\$73,125.00
S-212-A	Agricultural Limestone	1.00	TN	\$500.00	\$500.00
S-212-B	Commercial Fertilizer (13-13-13)	.50	TN	\$1,000.00	\$500.00
S-212-F	Ammonium Nitrate	.05	TN	\$1,000.00	\$50.00
S-214-A	Seeding	.50	AC	\$2,000.00	\$1,000.00
S-215-A	Vegetative Material for Mulch	1.00	TN	\$500.00	\$500.00
226-A	Temporary Grassing	3.5	ACRE	\$2,000.00	\$7,000.00
				TOTAL	\$751,372.00

IT IS UNDERSTOOD THAT ALL QUANTITIES ABOVE ARE APPROXIMATE.

The Subcontractor shall perform all of the work actually required to complete said items for the Unit Prices set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder. Contractor will make a 0% deduction for Taxes and a 0% deduction for Bond from Subcontractor's quoted unit prices.

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specifically provided, the Subcontractor shall commence work promptly or upon written notice from the Contractor. The Subcontractor shall, in any event, prosecute the work diligently and so as to avoid delaying the progress of the Contractor or other Subcontractors on other portions of the project work. The Subcontractor shall keep and maintain on the project a sufficient number of qualified workmen and a sufficient quality of materials, equipment and supplies to efficiently perform the work as required without delay. Should the Subcontractor cause delay in the progress or completion of the project, Contractor may recover from Subcontractor the damages resulting there from, including liquidated damages assessed by the Owner and attributable thereto.

The Subcontractor shall comply in all respects with the Contractor's schedule for the subcontract work. The Subcontractor acknowledges and agrees to the Contractor's right to schedule the subcontract work as the Contractor deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract, and the Subcontractor shall proceed as directed with his work under this contract by the Contractor in all instances, including but not limited to the existence of a dispute, claim or other like controversy, and that any failure of the Subcontractor to comply herewith and to proceed with his work shall automatically be deemed a default. Time is of the essence in this subcontract and the work specified herein. Contractor shall not be liable to Subcontractor for any delay resulting from the act, neglect or default of the Owner or from causes beyond Contractor's control, in any case, beyond the granting of justifiable time extension on written applications from Subcontractor therefore made within three (3) days from the beginning of the first day of the requested extension..

5. **PAYMENT:**

Subject to other provisions hereof, the Contractor agrees to pay the Subcontractor the stated consideration for said work on the basis of the quantities allowed and paid for by the Owner, and to make payment within ten (10) days from the time that the Contractor is paid by the Owner, less same percentage retained by the Owner, which percent may be retained until completion of the Contract and final payment by the Owner, except in cases which there is undue delay which is occasioned by the complaints or circumstances unrelated to the work hereunder or to the manner of performing this subcontract.


Walters Construction Co., Inc.
Initial


RJM McQueen Contracting, Inc.
Initial

6. **ADVANCES:**

The Contractor may, but shall not be required to, advance sums to the Subcontractor for the purpose of financing the work and may offset such advanced sums against any subcontract earnings, including final retainage, without the consent of and free from any claim of unauthorized payment by any surety and such shall not release the surety in whole or part. The Contractor may, but shall not be required to, supply the Subcontractor with labor, materials, equipment and supplies and other items acceptable to the Subcontractor in the performance of the work and recover the value or price therefore against the Subcontractor and the Subcontractor surety, if any, without being required to offset the same or any part thereof against the earnings of the Subcontractor.

7. **INSURANCE:**

The Subcontractor shall obtain, before commencement of work, and maintain until final acceptance of the Contract, full insurance coverage, including as a minimum the following types of insurance with the stated policy limits:

Workers' Compensation and Employer's Liability: Statutory
General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
Automobile Liability: \$1,000,000.00 combined single limit; any auto coverage

In addition to the insurance listed, the Contractor may, at its sole discretion, require the Subcontractor to provide additional or different insurance coverage which applies to the project. Before commencing the subcontract work, the Subcontractor will submit to the Contractor Certificates of Insurance with the number of copies and content required by the Contractor, certifying the types and amounts of coverage, certifying that said insurance applies to all activities and liability of the Subcontractor pursuant to this subcontract and certifying that Contractor is an additional insured under the Subcontractor's policy. No policy of insurance may be cancelled or reduced during the period of construction, and the Subcontractor shall obtain an endorsement to its policies and insurance certificates providing substantially as follows:

Insurer may not cancel this policy or reduce coverage for period of thirty (30) days after Contractor receives written notice of the insurer's intention to cancel or reduce coverage.

The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election to terminate this subcontract or to provide full coverage at the Subcontractor's sole expense; however, in neither case shall the Subcontractor's liability be lessened.

8. **INDEMNITY:**

The Subcontractor covenants to defend, indemnify, save harmless, protect, and exonerate both the Contractor (and its agents, employees, representatives and sureties) and the Owner from any and all claims, liability and damages, of any kind or nature, whether in contract tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorney fees, insured by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arises out of or relates to the obligation assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents, and employees) actions, inactions or omissions in performing under this subcontract. The foregoing covenants and indemnity obligation shall apply to the fullest extent permitted by law.

9. **FAILURE TO PAY CLAIMS:**

The Subcontractor warrants that it has sufficient funds and credit to pay all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this contract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses and obligations insured by the Subcontractor relating to this subcontract, and furnish, upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharged and released or until satisfactory security is given for the Contractor's indemnification. At Contractor's option, the Contractor may, but shall not be required to, pay any such bill or claim and recover the same from the

Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due to Subcontractor hereunder. Any and all payments made in good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and itemized statement thereof of the checks or other evidence of payment shall be prima facie of the fact and extent of the Subcontractor's liability.

10. **DEFAULT:**

Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or file bankruptcy, or receivership, or fail to avoid attachment, or abandon the work, any such action, failure or abandonment shall amount to default hereunder and the Contractor may, at the Contractor's option, after 24 hours notice to the Subcontractor, provide labor, materials, equipment and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from the money then due Subcontractor under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option, may terminate the Subcontractor and take over the work and complete the same or re-bid the subcontract, deducting in any case the cost thereof (including a reasonable allowance for overhead expense) from the payments that would be otherwise due hereunder. Should the cost of completing or re-bidding the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the value of said material and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear.

Determination of default made by the Contractor in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor in good faith under the belief that such payment or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items therefore or re-letting the subcontract, and (2) in settlement, discharge, or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Subcontract's work. An itemized statement thereof or the checks or other evidence of payment shall be prima facie evidence of and extent of the Subcontractors liability.

Notwithstanding anything to the contrary in this subcontract and in addition to the Contractor's right to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault, in the event Owner exercises its right to terminate all or any portion of the Contract. Upon such termination, the Subcontractor shall be entitled only to the amounts due under the subcontract for subcontract work actually performed on the basis of the quantities allowed and paid for by the Owner as of the date of termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any bank charges or amounts otherwise due the Contractor under the terms of his subcontract.

11. **ASSIGNMENT OF SUBCONTRACT:**

The Subcontractor shall not assign all or part of this subcontract or sub-let all or any part of the work provided hereunder, without prior written consent of the Contractor; but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8, against any claims even if said claims are based upon the work by the assignee to Subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for which the Contractor may be liable on the Contract, the bond, or otherwise. No assignment or sub-letting, with or without consent, shall relieve the undersigned Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract without requiring from its Subcontractors and suppliers insurance coverage as set forth in Article 7 of this subcontract.

12. **WORKMEN:**

Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workmen whose employment on the work covered by the subcontract is objected to by the Owner or by the Contractor.

13. **LICENSES, TAXES AND PERMITS:**

The Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this subcontract is to be performed, and to pay all fees, licenses, permits and expenses required by such compliance, and also to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**

The Subcontractor represents that it is fully familiar with the laws, ordinances, codes, executive orders, rules and regulations that apply to the work and the Subcontractor will comply with them in performing the work. If there is conflict between the contract documents and any applicable law, ordinance, code, executive order, rule or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulation at no increase in price.

The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove of Subcontractor or Subcontractor's work.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS:**

No payment under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Contract.

16. **PERFORMANCE AND PAYMENT BONDS:**

If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as obligee, a performance bond and a payment bond with a responsible surety, which is and remains acceptable to the Contractor, each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this subcontract and the Subcontractor's prompt payment of all labor, materials, equipment, machinery, supplies, services and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds within (10) days after demand shall be a material breach of this subcontract. The obligation of the surety for the Subcontractor's performance bond shall be as if all terms and conditions of this subcontract were set forth verbatim in the performance bond. If no bond is required, Contractor will withhold zero percent (0%) retention on all progress payments.

17. **NOTICE:**

Any notice provided for herein may be given in writing by United States Mail, facsimile or personal delivery. Notice by mail shall be considered as given after three (3) days when addressed to the last known address of the party to receive the same and deposited in the United States Mail. Notice by facsimile shall be considered as given when transmitted to the party to receive the same and when evidence that said transmission was transmitted is retained by the party transmitting same. Notice by personal delivery shall be considered as given when same is delivered.

18. **NON-WAIVER:**

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or to be interpreted as a waiver or release of any provisions or right.

19. **CHANGES:**

The Contractor may issue written change orders to this subcontract without notice to the Subcontractor's sureties if any. The Subcontractor shall be obligated to perform such written change orders without delay.

With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of the adjustments and time extensions that the Contractor actually receives from the Owner for such changes. Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to the amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any change orders issued by the Contractor. All change orders must be in writing and signed by Contractor to be effective. Oral changes to work under this subcontract are not valid and will not be recognized. The Subcontractor shall have no claim or entitlement to payment for an addition to or change in subcontract work unless, prior to performance, the Subcontractor receives a written change order for such change signed by an authorized representative of the Contractor.

20.

LEGAL EFFECT:

This Agreement contains and constitutes the entire understanding and agreement between the parties and supersedes and cancels all prior negotiations, agreements, commitments, communications, and understandings, written or oral. No other promises or agreements shall be binding or shall modify this Agreement unless executed in accordance with this Agreement. This subcontract cannot be changed, modified, altered, suspended or terminated, except in writing signed by an authorized representative of the Contractor. No delay, waiver, forbearance or failure by the Contractor to exercise rights or remedies under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or waive, restrict, or adversely any of the Contractor's rights and remedies as to any subsequent or continuing failure of the Subcontractor to comply strictly with all terms and conditions of this subcontract. In the event that any term, provision, covenant, or condition of the Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. This Agreement shall be interpreted in accordance with the laws of the State of Mississippi. It is agreed by the parties hereto that any cause of action or suit based upon this agreement must be brought in a court of competent jurisdiction located in the Second Judicial District of Jones County, Mississippi. Both parties hereby waive any objection with regard to venue pursuant to Rules 12 and 82 of the Mississippi Rules of Civil Procedure and all applicable statutes and rules of Mississippi. The Subcontractor shall be liable for all damages, costs and expenses, including attorney fees incurred by the Contractor in enforcing the terms and conditions of this subcontract. This Subcontract shall be binding upon the successors-in-interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

WITNESS:


4/13/22
(Date)

Contractor: Walters Construction Co., Inc.

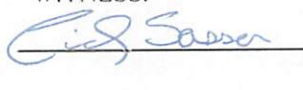
By:

Title:

Date:


President
4-13-22

WITNESS:


4-4-22
(Date)

Subcontractor: RJM McQueen Contracting, Inc.

By:

Title:

Date:


Vice President
April 4, 2022

Board of Supervisors
Forrest County

Office of State Aid Road Construction
Mississippi Department of Transportation

Request No. 6
Project No. DECD-0018(35)BO
Date 04/01/22

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to _____

RJM McQueen Contracting, Inc.

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
	See Attached Breakdown	1	LS	\$	\$ 818,888.40
				\$	\$
				\$	\$
				\$	\$
				\$	\$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date 4/1/22, 2022

Walters Construction Co. Inc
Prime Contractor

By: _____

Address: **2051 HWY 84 East Laurel MS 39443**

Approval recommended: _____, 20____

County Engineer

Approved: Board of Supervisors Hattiesburg
County City Council

(By order of the Board, dated _____)

By _____

Approved recommended: _____, 20____
President Mayor

State Aid District Engineer

Total this Request 6 \$ **818,888.40** = **17.59** %
Previous Request 5 \$ **2,105,028.12** = **45.22** %
Total to Date 6 \$ **2,923,916.52** = **62.81** %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date April 4th, 2022

RJM McQueen Contracting, Inc.
(Sub) Subcontractor

By: _____

Address: **80 Ramsey McQueen Rd. Collins, MS 39428**

Approved: _____, 20____

State Aid Engineer

Approved: _____, 20____

Executive Director, Mississippi Department of Transportation

ATTACHMENT

Subcontractor: RJM McQueen
 Project: Hwy 49, Camp Street & Adeline Street Hattiesburg, MS
 Location: Forrest County
 Number: DECD-0018(35)BO
 Request No.: 6

TOTAL THIS REQUEST: \$ 818,888.40

Pay Item	Pay Item Description	Quantity	Unit	Prime Contract Unit Price	Extension
S-200-A	MOBILIZATION	1.00	LS	\$ 50,000.00	\$ 50,000.00
S-608-A	CONCRETE SIDEWALK	1,955.000	S.Y.	\$ 69.00	\$ 134,895.00
S-608-B	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6-INCH THICKNESS	515.000	S.Y.	\$ 95.00	\$ 48,925.00
S-608-C	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 5-INCH THICKNESS	1,819.000	S.Y.	\$ 83.50	\$ 151,886.50
S-609-B	CONCRETE CURB, SPECIAL DESIGN, SLOTTED	1,915.000	L.F.	\$ 27.50	\$ 52,662.50
S-609-B	CONCRETE CURB, TYPE 1 DOWELED CURB	311.000	L.F.	\$ 54.70	\$ 17,011.70
S-609-B	CONCRETE CURB, TYPE 1 HEADER	1,971.000	L.F.	\$ 22.30	\$ 43,953.30
S-609-C	CONCRETE CURB (INTEGRAL) TYPE 1	194.000	L.F.	\$ 44.00	\$ 8,536.00
S-609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	5,101.000	L.F.	\$ 27.00	\$ 137,727.00
S-609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE 2	202.000	L.F.	\$ 44.65	\$ 9,019.30
S-609-D	COMBINATION CONCRETE CURB AND GUTTER, TYPE 3B MODIFIED	2,620.000	L.F.	\$ 24.00	\$ 62,880.00
S-616-A	CONCRETE ISLAND PAVEMENT, 10" THICKNESS	36.000	S.Y.	\$ 145.00	\$ 5,220.00
S-212-A	AGRICULTURAL LIMESTONE	1.000	TON	\$ 450.00	\$ 450.00
S-212-B	COMMERCIAL FERTILIZER (13-13-13)	0.500	TON	\$ 687.00	\$ 343.50
S-212-F	AMMONIUM NITRATE	0.050	TON	\$ 687.00	\$ 34.35
S-214-A	SEEDING	0.500	ACRE	\$ 858.50	\$ 429.25
S-215-A	VEGETATIVE MATERIALS FOR MULCH	1.000	TON	\$ 915.00	\$ 915.00
S-226-A	SOLID SODDING	16,250.000	S.Y.	\$ 5.44	\$ 88,400.00
226-A	TEMPORARY GRASSING	3.500	ACRE	\$ 1,600.00	\$ 5,600.00

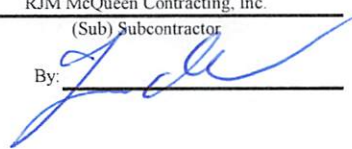
Walters Construction Co., Inc.

Prime Contractor

By: 

RJM McQueen Contracting, Inc.

(Sub) Subcontractor

By: 

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850

DECD-00135)BO
Project No. _____
County Forrest
(Sub) Subcontract Request No. 6

I (We) Walters Construction Company Inc. Prime Contractor on the above captioned project proposing to (sub) subcontract certain items of work to RJM McQueen Contracting, Inc. (Sub) Subcontractor, hereby submit the following information regarding the heretofore mentioned (sub) subcontractor to comply with the contract provisions regarding Executive Order 11246 as duplicated on the reverse side of this form.

Name: RJM McQueen Contracting, Inc.

P.O. Box and/or Physical Address: 80 Ramsey McQueen Rd.

City, State and Zip Code: Collins MS 39428

Telephone Number: () 601-765-6561

Employer Identification Number: 64-097883

Actual Dollar Amount of the Subcontract Agreement: \$751,372.00

Estimated Starting Date: February 17, 2022

Estimated Completion Date: December 31, 2022

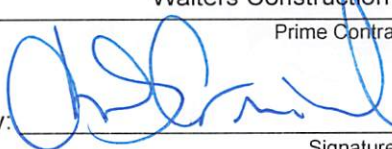
Geographical Area: Hattiesburg, MS
(List County, State and City if any portion of the contract is within the limits of an incorporated area)

Respectfully submitted,

Date April 1, 2022, 20

Walters Construction Company Inc.

Prime Contractor

By: 

Signature

Project Manager

Title

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)

(See Reverse Side)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for female participation in each trade (percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9
Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

**Contract Compliance Officer (74-01)
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850**

(SUB) SUB-CONTRACT CERTIFICATION FOR FEDERAL AID PROJECTS

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUB-CONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF
REQUIRED REPORTS. DECD-0018(35)BO

Mississippi Department of Transportation
PO Box 1850
Jackson, MS 39215-1850

Project No. _____
County Forrest
(Sub) Subcontract Request No. 6

I (We) RJM McQueen Contracting, Inc. proposed (Sub) Sub-contractor hereby certify that I (We) have X, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have X, have not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

Date April 4th, 2022

RJM McQueen Contracting, Inc.
(Sub) Sub- Contractor

By: [Signature]
Signature
Vice President
Title

NOTE: This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60 - 1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60 - 1.5. (Generally only contracts for subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60 - 1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Submit signed original and attach to Request for Permission to Subcontract, Form CAD-720)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Approve Change Order with Webster Electric Co. LLC for the Bobby L. Chain Municipal Airport Runway 13-31 Lighting Improvements project to adjust quantities to actual as-built quantities and reduce the net contract amount by \$45,969.90 to reflect a final contract amount of \$1,028,494.10 and authorize the Mayor to execute in duplicate.
File Number: 2022-312
Minute Book #

Summary

Approve Change Order with Webster Electric Co. LLC for the Bobby L. Chain Municipal Airport Runway 13-31 Lighting Improvements project to adjust quantities to actual as-built quantities and reduce the net contract amount by \$45,969.90 to reflect a final contract amount of \$1,028,494.10; Authorize the mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.



Contract Change Order

PLANNING | DESIGN | MANAGEMENT
A DIVISION OF FORD ENGINEERING SERVICES, PLLC

25-Apr-22

A.I.P. No: 3-28-0031-0029-2021

Bobby L. Chain Municipal Airport
Runway 13-31 Lighting Improvements

To Contractor: Webster Electric Co. LLC.
P.O. Box 8129, Meridian, MS

Contract Date:
Change Order
No. 1 AS BUILT

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
	This as-built contract change order shows final as built quantities that were used during construction. It adjusts all quantities to actual quantities used. Item L-115-5.1 Electrical Manholes was modified, including cost savings. A different FAA certified manhole providing the near and future capacity and is more accessible was used. Similarly electrical Junction Structures were modified preserving near and future capacity. Item L-108-5.3 Bare Counterpoise with Ground Rods including cost savings from using the first of two FAA installation methods, has a unit price, \$4.50. As Built for this item is 16,088.80 L.F. Includes adjustment to unit price.		
P-152-4.1	Unclassified Excavation	\$26,488.00	
L-108-5.2	Underground Cable #8 AWG L-824C 5KV, Installed in Conduit		\$258.20
L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, direct buried, Including Ground Rods, Exothermic welding and ground connectors	\$42,600.40	
L-108-5.4	Insulated #6 AWG Safety Ground, Installed with lighting conductors in Duct Bank or Conduit		\$3,157.50
L-110-5.1	Non-encased Electrical Duct Bank, 2" PVC Schedule 40		\$1,720.80
L-110-5.2	Board in place Electrical Conduit 4" PVC Schedule 80		\$3,174.00
L-110-5.3	2" PVC Schedule 40, in bored sleeves		\$2,208.00
L-115-5.1	Electrical Manholes	\$39,000.00	
L-125-5.1	New Medium Intensity elevated base mount LED runway edge light, all in place with maintenance pad		\$51,600.00
		\$108,088.40	\$62,118.50

Total Decrease Due to this Change Order	\$108,088.40
Total Increase Due to this Change Order	\$62,118.50
Net ____ Increase _X_ Decrease Contract Amount Due This Change Order	\$45,969.90
Original Contract Amount	\$1,074,464.00
Net Change from Previous Change Orders	\$0.00
Contract Amount Prior to this Change Order	\$1,074,464.00
Net ____ Increase _X_ Decrease This Change Order	\$45,969.90
Contract Amount with all Approved Change Orders	\$1,028,494.10

The time provided for completion in the Contract is X Unchanged ____ Increased ____ Decreased by ____ calendar days.
This document shall become an Amendment to the contract and Special Provisions.

Recommended by: Sherrwood Bailey
Program Manager: Sherrwood Bailey, ARE Engineering Consultants
Accepted by: Sam D. Wilson
Contractor: Webster Electric Co. LLC.

4/25/2020
Date

4/26/2022
Date

Accepted by: _____
Owner: Toby Barker, Mayor City of Hattiesburg, Mississippi

Date



PLANNING | DESIGN | MANAGEMENT

A DIVISION OF FORD ENGINEERING SERVICES, PLLC

Contract Change Order Attachment

25-Apr-22

A.I.P. No: 3-28-0031-0029-2021

Bobby L. Chain Municipal Airport
Runway 13-31 Lighting Improvements

To Contractor:

Webster Electric Co. LLC.

P.O. Box 8129, Meridian, MS

Change Order
No. 1 AS BUILT

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
P-152-4.1	Unclassified Excavation Adjust quantity to as built - Qty. 400 C.Y. As built 246.00 C.Y. @ \$172.00 = \$42,312.00 \$68,800.00 - \$42,312.00 = \$26,488.00 decrease	\$26,488.00	
L-108-5.2	Underground Cable #8 AWG L-824C 5KV, Installed in Conduit As built 17,262.261 L.F. - 17,150.0 L.F.= 112.261 L.F. increase 112.261 L.F. @ 2.3 = \$258.20		\$258.20
L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, direct buried, Including Ground Rods, Exothermic welding and ground connectors As built 16,088.80 L.F. Includes adjustment to Unit Price decrease	\$42,600.40	
L-108-5.4	Insulated #6 AWG Safety Ground, Installed with lighting conductors in Duct Bank or Conduit As Built 19,703.0 L.F. - 18,440.0 L.F. = 1,263.0 L.F. increase 1,263.0 L.F. @ \$2.50 = \$3,157.50		\$3,157.50
L-110-5.1	Non-encased Electrical Duct Bank, 2" PVC Schedule 40 As built 17,270 L.F. - 17,150 L.F. = 120 L.F. increase 120 L.F. @ \$14.34 = \$1,720.80		\$1,720.80
L-110-5.2	Board in place Electrical Conduit 4" PVC Schedule 80 As built 1,030.0 L.F. - 892.0 L.F.= 138.0 L.F. increase 138.0 L.F. @ \$23.00 = \$3,174.00		\$3,174.00
L-110-5.3	2" PVC Schedule 40, in Board Sleeves As Built 1,030.0 L.F. - 892.0 L.F.= 138.0 L.F. increase 138.0 L.F. @ \$16.00 = \$2,208.00		\$2,208.00
L-115-5.1	Electrical Manholes Contract Qty. 2 EA. @ \$27,000.00 = \$54,000.00 As built unit price 2 Ea. @ 15,000.00 Contract amount \$54,000.00 - as built amount \$15,000.00 = \$39,000 decrease	\$39,000.00	
L-125-5.1	New Medium Intensity elevated base mount LED runway edge light, all in place with maintenance pad Contract Qty. 68 EA. @ \$3,225.00 = \$219,300.00 Qty 68 EA. + 16 EA. = Qty. 84 EA.		\$51,600.00
		\$108,088.40	\$62,118.50



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Authorize acquisition of part or all of each of the parcels listed below for the Hall Avenue Overpass West project; Acknowledge receipt of Appraisal Report for each parcel; Determine the listed appraisal values to be Just Compensation for each parcel; Authorize the Mayor or his representative to make a Fair Market Value offer for each parcel; Authorize the Mayor to execute any and all documents required to complete said transactions; Authorize the issuance of manual checks in payment upon closing each transaction.

PPIN No.	Appraised Value
19281, 19282, 19280	\$215,640.00 Combined
21714	\$36,790.00
21715	\$2,185.00
32854	\$55,050.00
25261	\$85,560.00
25251	\$48,750.00
25252	\$10,230.00
21791	\$1,550.00

File Number: 2022-299

Minute Book #

Summary

Authorize acquisition of part or all of each of the parcels listed below for the Hall Avenue Overpass West project; Acknowledge receipt of Appraisal Report for each parcel; Determine the listed appraisal values to be Just Compensation for each parcel; Authorize the Mayor or his representative to make a Fair Market Value offer for each parcel; Authorize the Mayor to execute any and all documents required to complete said transactions; Authorize the issuance of manual checks in payment upon closing each transaction.

PPIN No.	Appraised Value
19281, 19282, 19280	\$215,640.00 Combined
21714	\$36,790.00
21715	\$2,185.00
32854	\$55,050.00
25261	\$85,560.00
25251	\$48,750.00
25252	\$10,230.00
21791	\$1,550.00

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN #s 19280; 19281; 19282
Owner	Dossett Pontiac Cadillac GMC, Inc.
Occupied / Leased	Vacant
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	2/17/2022
Review Report Date	4/07/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Dossett Pontiac Cadillac GMC, Inc.
Parcel No:	PPIN #'s 19280; 19281; 19282
Project No:	108639-8110
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	02/17/2022	Report Date: 04/06/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 2.579 Acres
	☐ Easement	Area of Remaining Tract 0.379 Acres
	☐ Other	Area to be Acquired 2.200 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 2/17/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$252,770	\$37,130	\$215,640
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is a vacant urban tract of land located along the east side of West Pine Street. The subject property is more specifically located in Block 139 of the Kamper & Winery Extension of the City of Hattiesburg situated within Section 9, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID numbers are PPIN #'s 19280; 19281; 19282. The total property consists 2.579 Acres or 112,341 sq. ft.± (2.579 x 43,560) consisting three (3) tax parcels being excess land for a car dealership and related site improvements (Dossett GMC.) These three parcels as combined was considered the larger parcel. The subject property's larger parcel consists of a total of 2.579 acres more or less or 112,341 sq. ft.± being irregular in shape as shown by the plats provided. The subject property is located along the east side of West Pine Street with approximately 470 linear feet of accessible frontage along said roadway and south of Hall Avenue along the north side of railroad. The various parcels consists of 0.89 acres± irregular in shape; 0.7693 acres± also irregular in shape; and 0.92 acres± rectangular in shape. The parcels as combined as one larger parcel are considered irregular in shape. Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.	

Parcel No. PPIN # 21715

Project No. 108639-81100

As previously indicated, the subject property is a vacant urban property being irregular in shape. The property enjoys access from West Pine Street. The topography of the site was level slightly above road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned B-1; Professional Business District by the city of Hattiesburg. This zoning allows for primarily commercial uses. Adjacent land uses consist of improved commercial properties, vacant land, and the railroad.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be commercial development.

The acquisition area consists of 2.200 acres more or less or 95,837 sq. ft.± irregular in shape. Site improvements within the acquisition area consists of cyclone fencing of which was considered within the appraisal of Dossett Property Management Report.

In the after condition 0.379 acres more or less or 16,504 sq. ft.± will remain. This remainder is triangular in shape; however, continues to be functional as a commercial lot. Damages were considered; however, none were found.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.
The Jurisdictional Exception Rule has been invoked and explained. The appraiser gave an Acquisition Guide and other materials related to the subject property to Mr. Dossett. The appraiser met with Mr. Dossett and made a detailed inspection of the subject property after said meeting. Mr. Dossett declined to go on the property inspection. The appraisal was completed as an Appraisal Report of Land; which is the correct format as "land only" was being valued in the before and after conditions. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land only" was being valued. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being for vacant land being limited. The only approach developed within the appraisal was the Sales Comparison Approach. The market data for the property as vacant was adequate to provide a reliable value analysis. In the valuation of the subject's site identified consisting of 2.579 acres more or less or 112,341 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.35 acres± to as large as 1.70 acres±. The sales ranged in price per square foot from a low of \$1.02/sq. ft. to a high of \$2.85/sq. ft. having occurred between 10/20 and 07/21. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales which occurred in 2020 (L-6 & L-9) all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required. All three (3) sales were considered similar to the subject property with all three (3) sales considered. Note; none of the sales were adjusted with the exception of the time adjustment discussed above. A value was adopted via reconciliation of the sales utilized. For appraisal purposes, a unit value of \$2.25/sq. ft. was adopted or <u>\$252,770 RO.</u> In the after condition, the same sales were utilized with the after value of the subject site considered similar as in the before condition. Hence, the same unit value in the before condition was adopted in the after condition or \$2.25/sq. ft. for 16,504 square feet for an adopted value of <u>\$37,130 RO.</u>	

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$215,640.**

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from a vacant tract of land, the appraiser completed a total before and after value of the subject property's site. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition. The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as "land only" was being valued.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$215,640.**

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$215,640 and is recommended as the basis for the establishment of the amount believed to be just compensation.

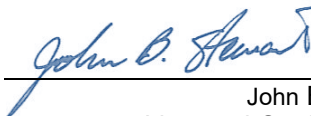
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN #'s 19280; 19281; 19282	\$215,640	\$0	\$0	\$215,640
Total: Two Hundred Fifteen Thousand Six Hundred Forty Dollars				

Date
4/07/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 21715

Project No. 108639-81100

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$215,640.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 4/07/2022

Parcel No. PPIN # 21715

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Land

Parcel Number(s)	2-029N-09-320.00 / PPIN #19280, 2-029N-09-295.00 / PPIN #19281, 2-029N-09- 296.00 / PPIN #19282
Owner	Dossett Pontiac Cadillac GMC, Inc.
Vacant / Occupied / Leased	Vacant
County	Forrest
Project Description	Hall Avenue West Project
Effective Date of the Appraisal	02/17/2022
Report Date	04/06/2022
Report Requested for	Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	Forrest County		
Owner(s):	Dossett Pontiac Cadillac GMC, Inc.	Address:	P.O. Box 1667 / West Pine Street, Hattiesburg, MS 39403
Phone:	(601) 602-8171		
Occupant(s):	Dossett Pontiac Cadillac GMC, Inc.	Address:	P.O. Box 1667 / West Pine Street, Hattiesburg, MS 39403
Phone:	(601) 602-8171		

Estate Appraised:	☒ Fee ☐ Easement ☐ Quit-Claim	Area of Whole Tract Area of Remaining Tract Area to be Acquired	<u>+/- 2.579 Acres</u> <u>+/- 0.379 Acres</u> <u>+/- 2.2 Acres</u>
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Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	02/17/2022, 02/17/2022
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were given to the property owner during the property inspection on January 27 th , 2022. On Tuesday January 26 th , 2022, George Null contacted Daniel Dossett to set up an inspection for the subject property. On January 27 th , 2022, George Null, GA-679 met with Daniel Dossett at his car dealership office, and showed him a copy of the site plan, and explained to him the right of way process. We discussed the history of the property and the current use. He said that he had the property on the market in previous years and had some interested parties, but nothing ever transpired. I asked him what the most recent listing price was, and he stated that he could not recall, although he had had it recently appraised and wanted to see how our offer compared to that appraisal. We walked the proposed right of way and the remainder of the property and discussed the location of the new road. He was generally agreeable that the road was needed and that he wanted to sell the property. I followed up with a second inspection on February 17, 2022. I documented this inspection with photographs found in this report.	
Contact Comments	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee:
Terms:	

Appraiser:
 (signature)
 (print name)
 (license type)



George Null, MAI
 State Certified General Real Estate Appraiser, GA-679

Date: 04/06/2022

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-029N-09-320.00 / PPIN #19280, 2-029N-09-295.00 / PPIN #19281, 2-029N-09-296.00 / PPIN #19282
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Property Owner: Dossett Pontiac Cadillac GMC, Inc. Address: West Pine Street, Hattiesburg, MS 39403 Phone: (601) 602-8171	Leasehold (Tenants) N/A Address: N/A Phone: N/A
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Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is contained in three parcels of land located along the east side of West Pine Street. The property parcels are located in Block 139 of the Kamper & Whinery Extension of the City of Hattiesburg in Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	

Size of the Whole Tract (Before):	+/- 2.579 Acres or 112,341 square feet
Size of the Remaining Parcel (After):	+/- 0.379 Acres or 16,504 square feet
Size of the Area to be Acquired:	+/- 2.2 Acres or 95,837 square feet

Highest and Best Use Before (Whole Tract):	Commercial
Highest and Best Use After (Whole Tract):	Commercial

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 2.579 Acres
Highest and Best Use of the Larger Parcel(s)	Commercial

Unit Value of the Land (Before)	\$2.25/sf
Unit Value of the Land and Improvements (Before)	\$2.25/sf
Unit Value of the Land (After)	\$2.25/sf
Unit Value of the Land and Improvements (After)	\$2.25/sf

Improvements:	
There are no improvements located on the property parcels nor in the acquisition areas.	

Total Before Value:	\$252,770
Total After Value:	\$37,130
Just Compensation:	\$215,640

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
None				
Parcel No.	Land	Improvements	Damages	Total
PPIN#s 19280, 19281, 19282	\$215,640	\$0	\$0	\$215,640

Effective Date of the Appraisal:	02/17/2022
Date of Report:	04/06/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 02/17/2022 and 02/17/2022.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$252,770</u>
Fair Market Value of the Remainder Property	After	<u>\$37,130</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$215,640</u>

as of 02/17/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **04/06/2022**

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On January 27th, 2022, George Null, GA-679 met with Daniel Dossett at his car dealership office, and showed him a copy of the site plan, and explained to him the right of way process. We discussed the history of the property and the current use. He said that he had the property on the market in previous years and had some interested parties, but nothing ever transpired. I asked him what the most recent listing price was, and he stated that he could not recall, although he had had it recently appraised and wanted to see how our offer compared to that appraisal. We walked the proposed right of way and the remainder of the property and discussed the location of the new road. He was generally agreeable that the road was needed and that he wanted to sell the property. I also made a second inspection of the property on February 27, 2022. I documented this inspection with photographs found in this report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>
The subject property is located along the east side of West Pine Street, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older commercial properties.	
Subject Location	☒ Urban ☐ Suburban ☐ Rural
Population Growth Rate	☐ Increasing ☒ Stable ☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg
Primary Shopping/Trade Center – County	Forrest
Nearest Employment Center	Hattiesburg

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>
The subject property is located along the east side of West Pine Street. West Pine Street is to the west and connects to Hall Avenue. Martin Luther King Avenue is to the east and connects with Hall Avenue. The Norfolk Southern railway abuts to the east side of the property. The traffic counts for Hall Avenue are 5,900, 1,600 for Martin Luther King Avenue, and 13,000 for West Pine Street. The surrounding uses are predominantly commercial and residential. The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.	
Neighborhood Zoning	☐ Res. ☒ Comm. ☐ Ind. ☐ Other ☐ None
Neighborhood Utilities	☒ Elec. ☐ Gas ☒ Water ☒ All ☐ Part ☒ Sewerage ☐ Other
Neighborhood Imp's	☒ Storm Sewer ☒ Crb/Gtr ☒ Sidewalk ☒ Street Lights ☐ Other
Schools	Hattiesburg Public Schools & William Carey University to the south
Recreational Facilities	
Fire	Hattiesburg
Police	Hattiesburg
Other	

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

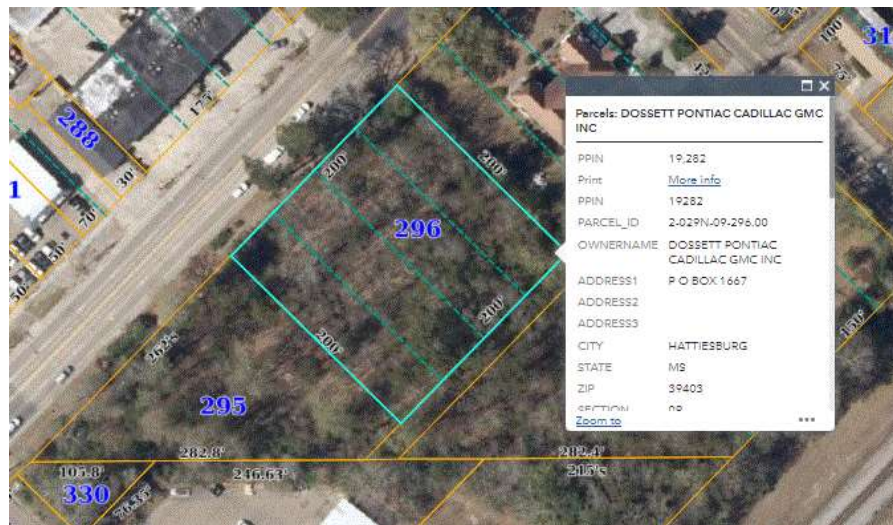
An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Excess Commercial land for a car dealership (Dossett GMC)

Legal Description of the Total Ownership: +/- 2.579 Acres or +/- 112,341 sf affecting three parcels (PPIN#'s 19280, 19281 & 19282) located in Block 139 of the Kamper & Whinery Extension of the City of Hattiesburg in Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.





Location: The subject property is located east of West Pine Street and south of Hall Avenue in Hattiesburg, Forrest County, Mississippi. West Pine Street is a busy corridor with several older commercial uses in the downtown area of Hattiesburg. Hall Avenue is a busy corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject properties vary in shape with access along West Pine Street. The larger parcel contains approximately +/- 2.579 acres and is contained in three tax parcels. The dimensions for each parcel are as follows. PPIN# 19280 contains approximately +/- 0.89 acres and is approximately 245.05' x 300' x 200' x 100' in an irregular shape.

PPIN# 19281 contains approximately +/- 0.7693 acres and is approximately 282.6' x 70' x 200' x 270' in an irregular shape. PPIN# 19282 contains approximately +/- 0.92 acres and is approximately 200' x 200' in a rectangular shape.

Frontage/Access: The properties have +/- 470' of frontage along West Pine Street.

Topography: The subject property is a fairly level lot and is not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Ave. West Project



February 9, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Parcel No. PPIN#s 19280, 19281, 19282

Project No. 108639-81100

Use Restrictions: The property is zoned B-1, Professional Business District by the City of Hattiesburg. This zoning allows for primarily commercial uses. Please see the addend of this report for the full zoning ordinances.

4.5.8 B-1 Professional Business	
Description and Purpose.	Characteristic Development Type
The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

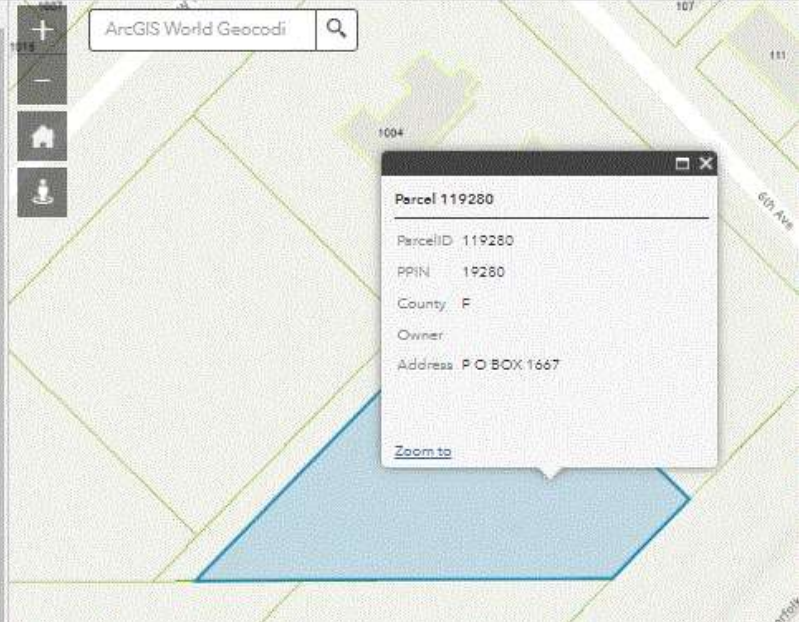

HATTIESBURG
MISSISSIPPI

Welcome
Property Search
Property Details

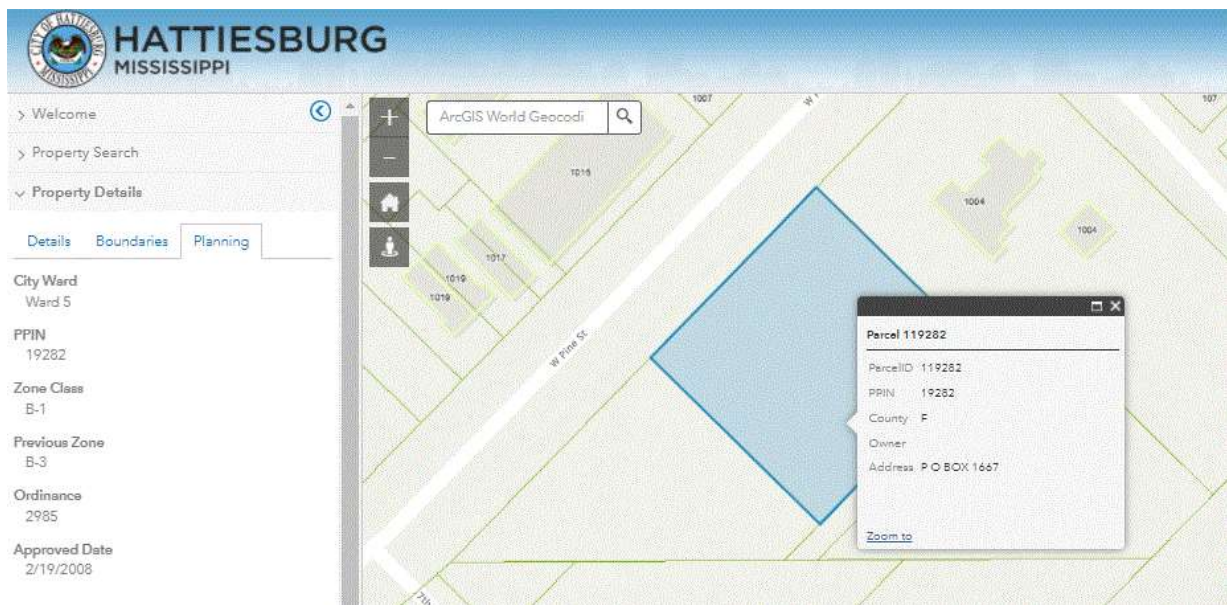
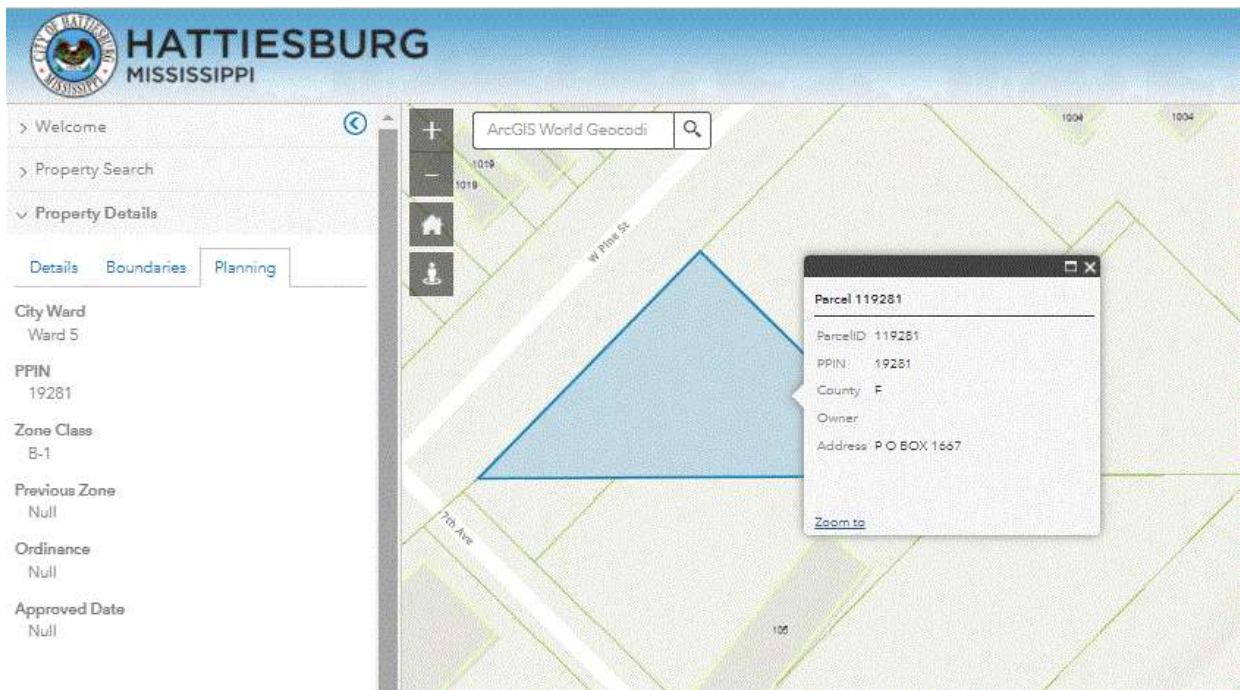
Details
Boundaries
Planning

City Ward
Ward 5
PPIN
19280
Zone Class
B-1
Previous Zone
B-3
Ordinance
2985
Approved Date
2/19/2008

ArcGIS World Geocodi



Parcel 119280
ParcelID: 119280
PPIN: 19280
County: F
Owner:
Address: P O BOX 1667
Zoom to

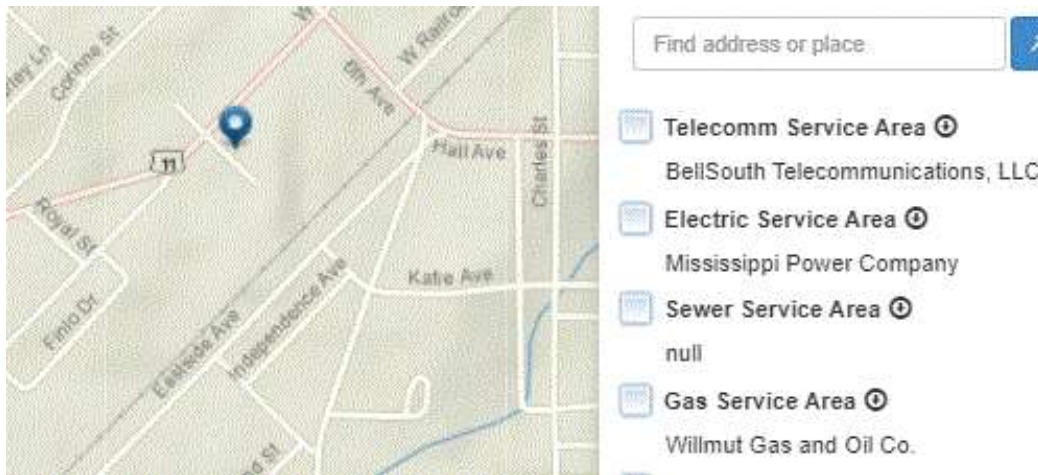


Site Improvements: There are no improvements located on the property. The fencing located in PPIN#19280 was compensated in the appraisal of the adjacent property (Dossett Property Management) appraisal.

Adjacent Land Uses: Commercial (Car Dealership)

Easements/Encumbrances: None

Utilities:



Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in an older commercial area of Hattiesburg, with scattered commercial and older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated.	

Site Description — Area of Acquisition

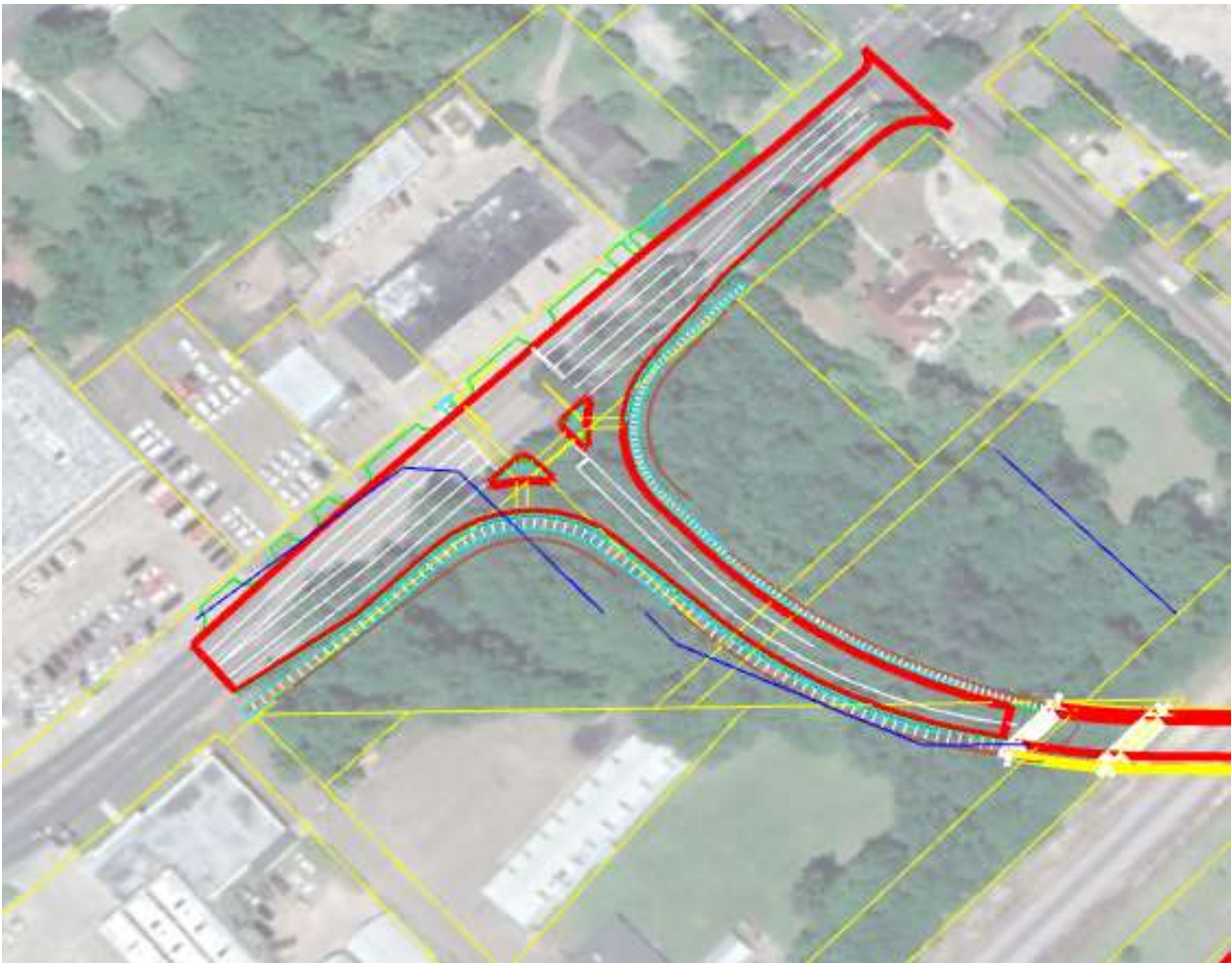
Location: The acquisition area is +/- 2.2 acres or +/-95,837 sf contained on PPIN#19280, 19281 & 19282. The acquisition area consumes the majority of the larger parcel. The proposed acquisition area completely takes all land in PPIN#'s 19280 & 19282. There is about a 0.38 acre remainder.

Dimensions/Area/Shape: The fee simple acquisition area is +/- 2.2 acres or +/-95,837 sf contained on PPIN#19280, 19281 & 19282. The dimensions and shape is very irregular. See the plats for better detail.

Following the acquisition, there will be +/- 0.379 acres or +/- 16,504 sf remaining on the Dossett Pontiac, Cadillac, GMC, Inc. property, that is the subject of this report.

Site Improvements: There are no improvements located on the subject parcels. The fencing located on PPIN#19280 was compensated for on the adjacent parcel appraisal (Dossett Property Management).

Rights to be Acquired for Each Parcel: Fee Simple



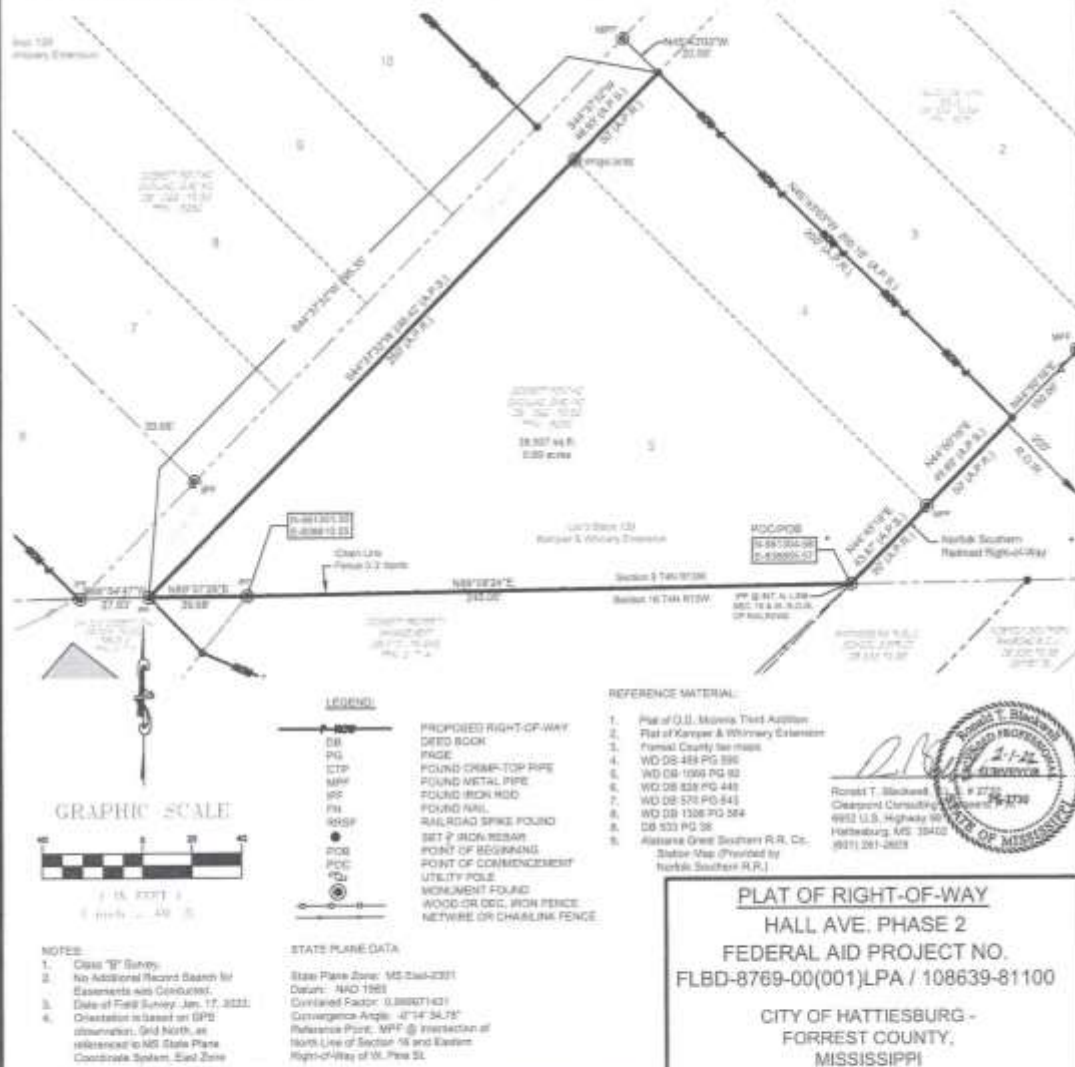
Aerial view of proposed right of way project.

SURVEY (PPIN# 19280)

DESCRIPTION OF SURVEY AREA
DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19280

Lots 4 and 5 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows: with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-100^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of said Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 44 degrees 45 minutes 16 seconds East for a distance of 43.87 feet to a metal pipe found; thence run North 44 degrees 50 minutes 16 seconds East for a distance of 49.89 feet to an iron pin set at the SE corner of said Lot 4; thence run North 45 degrees 43 minutes 03 seconds West along the NE line of said Lot 4 for 200.15 feet to an iron pin set on the SE side of an alley; thence run South 44 degrees 37 minutes 32 seconds West along the SE side of said alley for a distance of 295.35 feet to an iron pin found at the SW corner of said Lot 5; thence run North 89 degrees 37 minutes 29 seconds East for a distance of 39.88 feet to an iron pin found; thence run North 89 degrees 08 minutes 24 seconds East along the south line of said Lot 5 for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 38937 square feet, or 0.89 acres, more or less.



Clearpoint CONSULTING ENGINEERS, P.A. 6652 US Highway 98 Hattiesburg, MS 39402 t 601.261.2609 f 601.261.5573 clearpointengineers.com		PREPARED FOR:	PROPERTY OWNER:	CCE NO.: 76242058
			Dossett Pontiac, Cadillac, GMC, Inc.	SCALE: 1" = 40'
			PPIN: 19280	DATE: 1/31/2022
				CHECKED: JS
				DRAWN: RTB
				SHEET 1 OF 1

Creating Location: D:\76242058\RTB Laptop Files\ROW-Model_RTB - Standard\ROW-Model_RTB.dwg

SURVEY (PPIN# 19281)

DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19281

A part of Lot 6 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pin found at the NE corner of said Lot 6, Block 139 of Kamper & Whitney Extension subdivision, thence run South 45 degrees 18 minutes 32 seconds East along the NE line of said Lot 6 for a distance of 199.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the NW line of an alley; thence run South 44 degrees 34 minutes 49 seconds West along the NW line of said alley for a distance of 65.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the south line of Section 9, Township 4 North, Range 13 West; thence run North 45 degrees 23 minutes 14 seconds West for a distance of 146.95 feet to an iron pin set; thence run North 85 degrees 14 minutes 14 seconds West for a distance of 37.92 feet to an iron pin set; thence run South 49 degrees 30 minutes 50 seconds West for a distance of 189.07 feet to an iron pin set on the south line of said Lot 6, also being on the south line of said Section 9; thence run South 89 degrees 12 minutes 49 seconds West along the south line of said Lot 6 for a distance of 13.65 feet to a metal pin found on the SE right-of-way of W. Pine St.; thence run North 44 degrees 38 minutes 10 seconds East for a distance of 268.69 feet back to the Point of Beginning. Said parcel contains 17022 square feet, or 0.39 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.

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PREPARED FOR

PROPERTY OWNER

Dossett Pontiac,
Cadillac, GMC, Inc.
PPIN: 19281

PPIN: 19281

CCE NO.: 76242058

SCALE: 1" = 50'

DATE: 2/1/2022

CHECKED: JS

DRAWN: RTB

SHEET 1 OF 1

SURVEY (PPIN# 19282)

DESCRIPTION OF SURVEY AREA
DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19282

Lots 7, 8, 9 and 10 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-100^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.99971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of Lot 10, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 07 minutes 08 seconds East along the NE line of said Lot 10 for a distance of 199.75 feet to an iron pin set at the SE corner of said Lot 10, said point also being on the NW line of an alley; thence run South 44 degrees 30 minutes 27 seconds West along the NW line of said alley for a distance of 199.21 feet to an iron pin found at the SW corner of Lot 7, Block 139 of said Kamper & Whinery Extension subdivision; thence run North 45 degrees 18 minutes 32 seconds West along the SW line of said Lot 7 for a distance of 199.95 feet to a metal pipe found at the NW corner of said Lot 7, said point also being on the SE right-of-way of W. Pine St.; thence run North 44 degrees 33 minutes 51 seconds East along said right-of-way of W. Pine St. for a distance of 199.87 feet back to the Point of Beginning. Said parcel contains 39878 square feet, or 0.92 acres, more or less.



Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel and subject property of this report will have +/- 0.379 acres remaining. Commercial lots in this area range down to 0.25 acres, thus the size was not a limiting factor. The shape is triangular but due to the amount of frontage in the after, it was not considered to be damaged.

Frontage/Access:



Topography: Same as in before condition.

Flood Plain and Drainage Data: Same as in before condition.

Use Restrictions: Same as in before condition.

Off-Site Public Improvements: Same as in before condition.

Easements/Encumbrances: Same as in before condition.

Utilities: Same as in before condition.

Comments:	<i>Include additional narrative, as needed.</i>
There will be an elevated bridge with a clear height of approximately 19 feet constructed in the proposed right of way. The proposed right of way will be at about 35 feet to a building at its closest point. This will carry traffic from Hall Avenue over the existing railroad. I researched proximity of existing commercial buildings that had sold in the area and found that many are 35 feet or less from the existing right of way, thus this is typical for the market and no damages were indicated.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 2.579 acres of vacant land with no site improvements.

Items of Personal Property Not Appraised

None.



View of the subject parcels along West Pine Street.



Additional view of the subject parcels along West Pine Street with an old For Sale sign on the property.
(List price undisclosed)



View of the remainder of PPIN# 19281 South of West Pine Street.



Additional view of the remainder.



Additional view of the timber on the property parcels.



Additional view of the timber on the property parcels.



View of the northwestern corner of PPIN# 19282 along West Pine Street.



View of some of the hardwood trees located on the parcels along West Pine Street.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Tax Assessor's website, the tracts are irregular in shape and contains a total of +/- 2.579 acres, more or less. The property is owned by Dossett Pontiac, Cadillac, GMC, Inc. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The +/- 2.579 acres is entirely owned by Dossett Pontiac, Cadillac, GMC, Inc. It is continuous and has the same highest and best use. Thus, it was valued as the larger parcel of this appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The site has access to West Pine Street and is physically large enough for a wide variety of uses. The +/- 2.579 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned B-1 by the City of Hattiesburg. This zoning district is intended for commercial business uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to B-1 zoning class. This area along West Pine Street is mostly older commercial uses. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 2.579 acres. The property has no direct physical access points off of West Pine Street and is in an area of commercial uses. For this reason, the highest and best use as vacant is the current use or as a commercial lot. <u>Highest and Best Use As Improved:</u> Not Applicable	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, the unaffected improvements will remain on the larger parcel. Therefore, the highest and best use in the after condition is the same, as a commercial use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
08/06/2009	Tatum Timber Co., LP	Dossett Pontiac, Cadillac, GMC, Inc.	N/A	1066/ 0082	WD
11/29/1999	TLCO Management, Inc.	Dossett Pontiac, Cadillac, GMC, Inc.	N/A	828/449	WD
Explanation: There have been no transfers in ownership in the last five years. However, for reference the most recent conveyance which was listed.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 19280	True Value – Land	\$37,840
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate			
Special Assessments			

Tax Information			
Tax Parcel I.D. Number	PPIN # 19281	True Value – Land	\$48,600
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate			
Special Assessments			

Tax Information			
Tax Parcel I.D. Number	PPIN # 19282	True Value – Land	\$40,000
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

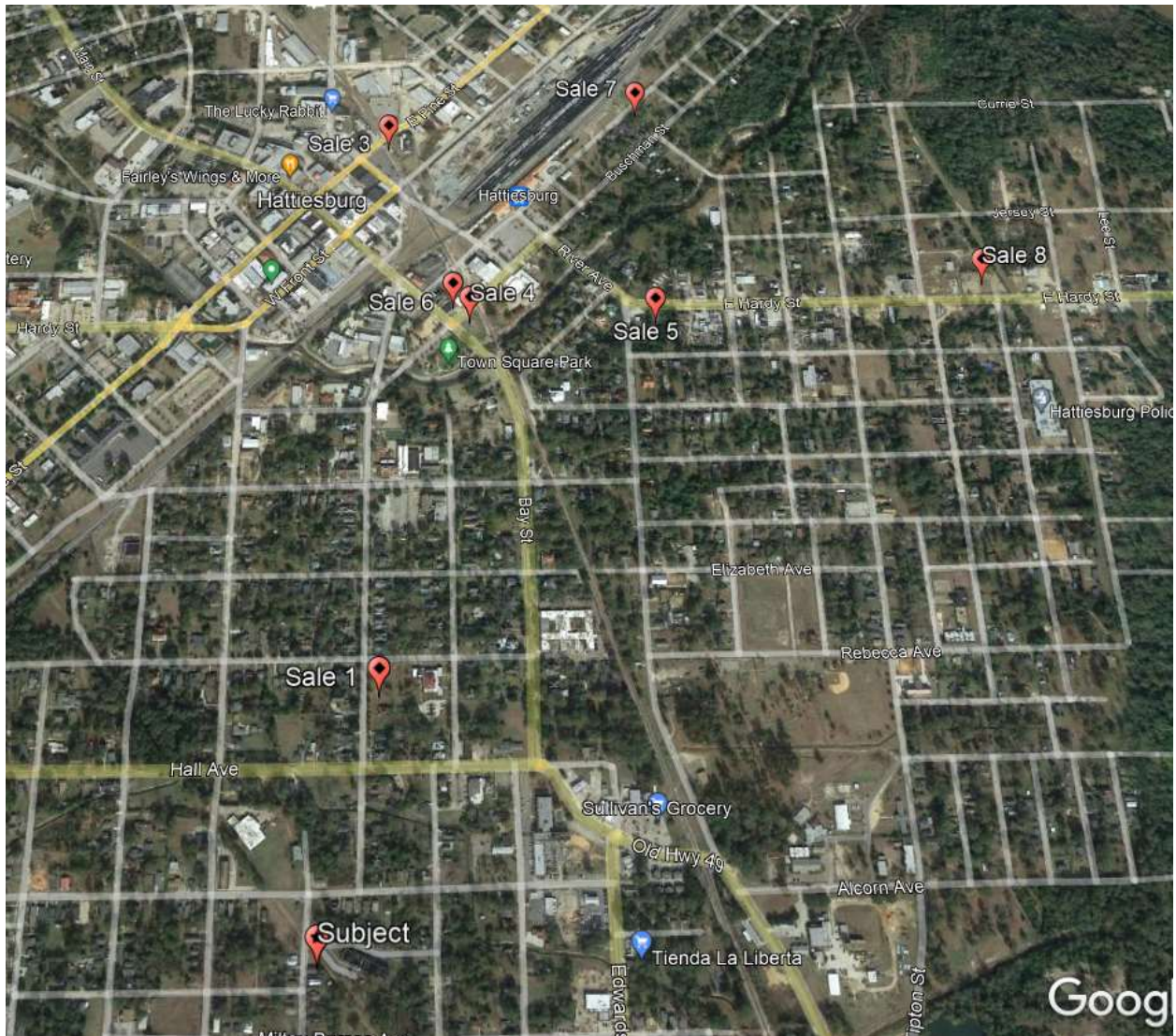
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised are vacant tracts of commercial property. There are no improvements located on the parcels being affected by the acquisition. Thus, the Cost and Income approaches were not utilized. The value of the property is valued using the Sales Comparison approach presented on the following pages.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value

☒ Complete Take
☐ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #	L-5	Comp Sale #	L-6	Comp Sale #	L-9
Location		East Hardy Street		101 Main Street		700 4th Street	
Sales Price			\$32,500		\$43,500		\$175,000
Price Per SF			\$1.02		\$2.85		\$2.36
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$1.02		\$2.85		\$2.36
Financing	Typical						
Adjusted Price			\$1.02		\$2.85		\$2.36
Condition of Sale	Arms-Length						
Adjusted Price / SF							
Market Conditions	Date of Sale	7/20/21	0%	11/24/20	5%	10/9/20	5%
Adjusted Price / SF							\$0.05
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Acre(s))	2.579	0.735	\$0.00	0.350	\$0.00	1.700	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	B-1	B-1	\$0.00	B-3	\$0.00	B-2	\$0.00
Net Adjustment		(+/-)	0%	(+/-)	0.14	(+/-)	0.12
		Net %	0.00%	Net %	5.00%	Net %	5.00%
		Gross %	0.00%	Gross %	5.00%	Gross %	5.00%
Adjusted Sales Price			\$1.02		\$2.99		\$2.48

Adopted Unit Value, Before (Land Only): \$2.25

Size	Unit of Measure	Rate		
112341.000	Square Feet	\$2.25	Per SF	\$252,767
Add (Timber, minor site improvements, fencing - See Attached):				\$0
Total Before Value (Land Only):				\$252,767
r/o				\$252,770

Sales Comparison Approach – (Land) – After Value

Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Acre(s))							
Topography							
Utilities							
Other							
Net Adjustment			\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only):				<u>\$2.25</u>
Size	Unit of Measure	Rate		
16,504.000	Square Feet	\$2.25	\$37,145	\$37,134
Less Cost to Cure:				
Less Easements (See Attached):				\$0
Less Other (See Attached):				\$0
Total After Value (Land Only):				\$37,134
R/O				\$37,130
Difference in Before and After:				\$215,640

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2020 to 2021. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, commercial lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned B-1, Professional Business District. All of the sales had similar commercial business zoning. The highest and best use was commercial. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$1.02 to \$2.85 per square foot. Sale #9 was considered the most similar overall, due to it being the most similar in size and the most recent. Overall, considering the other adjusted values, and the amount of frontage, the subject has a value of \$2.25 per square foot. This was adopted for the subject property. This per square foot value was used for land value calculation on the previous page.

Explanation of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same adjustments as in the before condition

Financing: Same adjustments as in the before condition

Conditions of Sale: Same adjustments as in the before condition

Market Conditions: Same adjustments as in the before condition

Location: Same adjustments as in the before condition

Size: Same adjustments as in the before condition

Topography: Same adjustments as in the before condition

Utilities: Same adjustments as in the before condition

Other: Same adjustments as in the before condition

Explanations of damages (if any): No damages are indicated to the property in the After condition.

After Value - Reconciliation of Land Sales:

In the after condition, 0.379 acres or +/- 16,504 sf remain. Overall, the site (as vacant) retains the same functionality, access, use, and highest and best use. Due to this, the same unit value was adopted in the after condition, or \$2.25/sf. To calculate the after value, the following calculation was done.

Calculation= 16,504 sf @ \$2.25 = \$37,134

After Value - Reconciliation

The total after value of the property following the right of way acquisition was rounded to be \$37,130

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$252,770	\$37,130	\$215,640
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 2.579 acre parcels were concluded to have a value of \$252,770. In the after condition, the remaining site was concluded to have a value of \$37,130. Thus, just compensation due is \$215,640.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$215,640** as of 02/17/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
19280, 19281, 19282	2.579 Acre(s)	Comm	\$215,640					\$215,640
								\$0
								\$0
								\$0
								\$0
Totals	2.579 Acre(s)		\$215,640		\$0		\$0	\$215,640

Easements (Permanent / Temporary)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								\$0
								\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
		Comm						\$0
								\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Total of all Interests								\$215,640
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Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

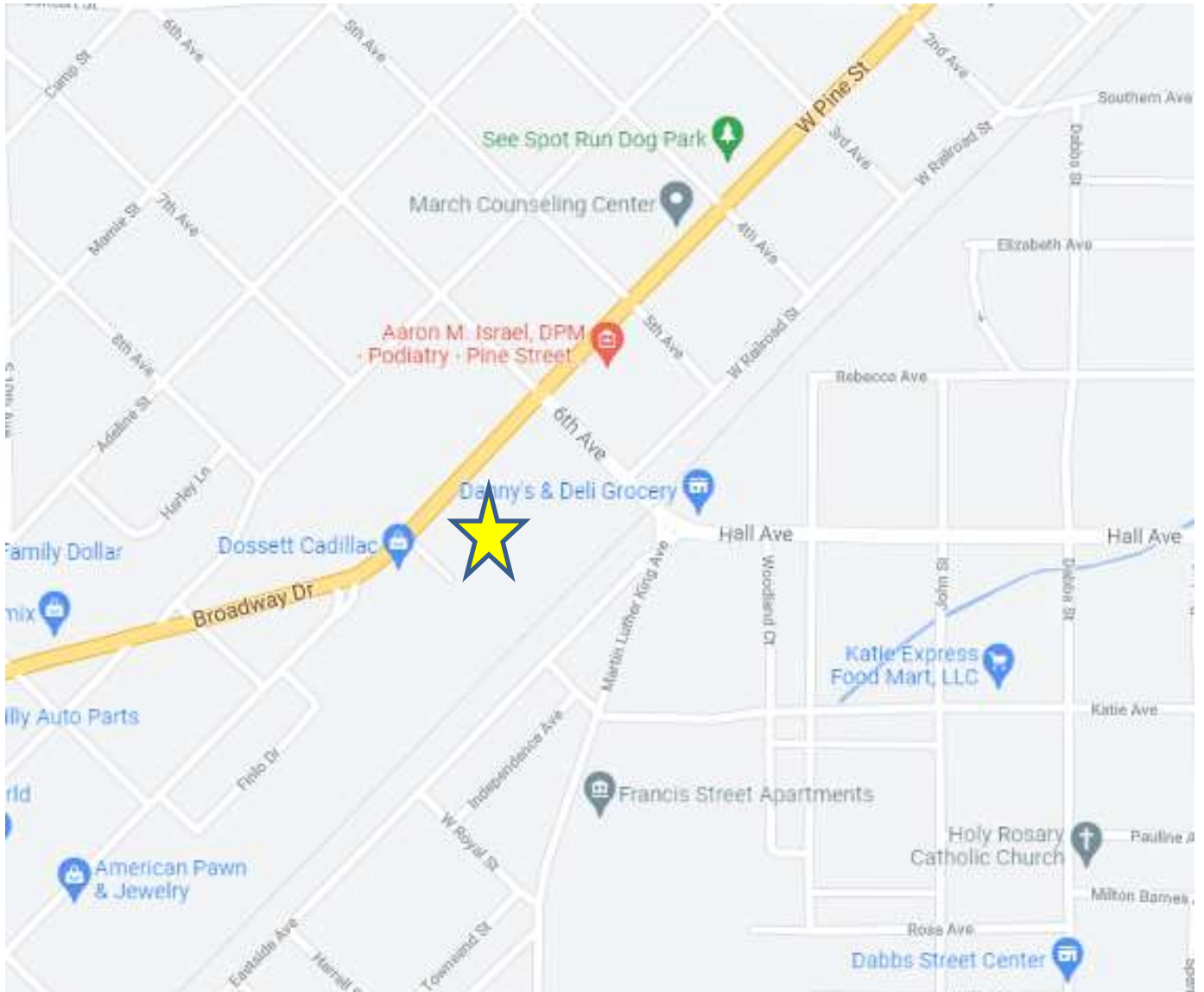
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Location Map



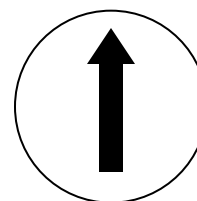
Sketch of Property¹⁷

AREAS

Area of Whole Tract - Before: +/- 2.579 Acres

Area of Remaining Tract - After: +/- 0.379 Acres

Area to be Acquired: +/- 2.20 Acres



Directions North



*Note this is one of three parcels that forms the larger parcel

¹⁷ **Sketch Must Show:** (*Note: It is not required that the sketch be drawn to scale*)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No.
Addenda

PPIN#s 19280, 19281, 19282

Project No. 108639-811100

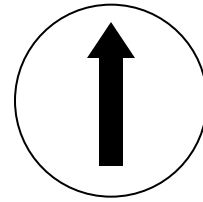
Sketch of Property¹⁸

AREAS

Area of Whole Tract - Before: +/- 2.579 Acres

Area of Remaining Tract - After: +/- 0.379 Acres

Area to be Acquired: +/- 2.2 Acres



Directions North



*Note this is one of three parcels that forms the larger parcel

¹⁸ **Sketch Must Show:** (*Note: It is not required that the sketch be drawn to scale*)

8. All boundary dimensions.
9. Location of all significant improvements.
10. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
11. Relation of improvements to areas taken.
12. Area to be acquired.
13. Area of remainder(s).
14. Different uses (if appropriate).

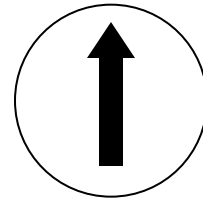
Sketch of Property¹⁹

AREAS

Area of Whole Tract - Before: +/- 2.579 Acres

Area of Remaining Tract - After: +/- 0.379 Acres

Area to be Acquired: +/- 2.2 Acres



Directions North



*Note this is one of three parcels that forms the larger parcel

¹⁹ **Sketch Must Show:** (*Note: It is not required that the sketch be drawn to scale*)

15. All boundary dimensions.
16. Location of all significant improvements.
17. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
18. Relation of improvements to areas taken.
19. Area to be acquired.
20. Area of remainder(s).
21. Different uses (if appropriate).

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

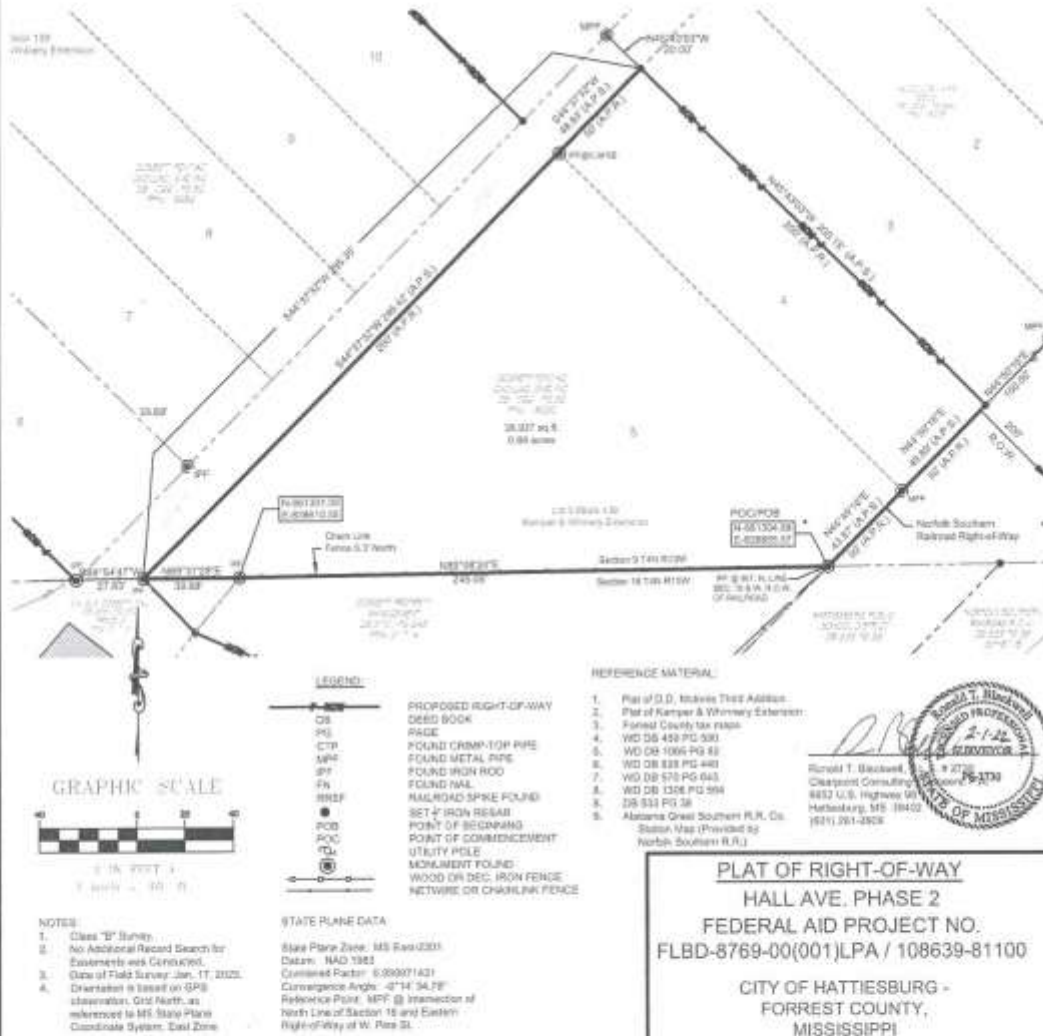
- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

DESCRIPTION OF SURVEY AREA
DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19280

Lots 4 and 5 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}01'14''34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of said Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 44 degrees 45 minutes 16 seconds East for a distance of 43.87 feet to a metal pipe found; thence run North 44 degrees 50 minutes 16 seconds East for a distance of 49.89 feet to an iron pin set at the SE corner of said Lot 4; thence run North 45 degrees 43 minutes 03 seconds West along the NE line of said Lot 4 for 200.15 feet to an iron pin set on the SE side of an alley; thence run South 44 degrees 37 minutes 32 seconds West along the SE side of said alley for a distance of 295.35 feet to an iron pin found at the SW corner of said Lot 5; thence run North 89 degrees 37 minutes 29 seconds East for a distance of 39.68 feet to an iron pin found; thence run North 89 degrees 08 minutes 24 seconds East along the south line of said Lot 5 for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 38937 square feet, or 0.89 acres, more or less.



 6652 US Highway 981 Hattiesburg, MS 39403 t.601.261.2609 f.601.261.5573 clearpointengineers.com		PROPERTY OWNER: Dossett Pontiac, Cadillac, GMC, Inc. PPIN: 19280	CCE NO.: 76242058 SCALE: 1" = 40' DATE: 1/31/2022 CHECKED: JS DRAWN: RTB SHEET 1 OF 1

Drawing Location: S:\108639-81100\RTB Laptop Files\RTW Model_RTB - Standard\RTW Model_RTB.dwg

DESCRIPTION OF SURVEY AREA

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PPIN# 19280

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Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of said Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 44 degrees 45 minutes 16 seconds East for a distance of 43.87 feet to a metal pipe found; thence run North 44 degrees 50 minutes 16 seconds East for a distance of 49.89 feet to an iron pin set at the SE corner of said Lot 4; thence run North 45 degrees 43 minutes 03 seconds West along the NE line of said Lot 4 for 200.15 feet to an iron pin set on the SE side of an alley; thence run South 44 degrees 37 minutes 32 seconds West along the SE side of said alley for a distance of 295.35 feet to an iron pin found at the SW corner of said Lot 5; thence run North 89 degrees 37 minutes 29 seconds East for a distance of 39.68 feet to an iron pin found; thence run North 89 degrees 08 minutes 24 seconds East along the south line of said Lot 5 for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 38937 square feet, or 0.89 acres, more or less.




Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	19280
PARCEL_ID:	2-029N-09-320.00
OWNERNAME:	DOSSETT PONTIAC CADILLAC GMC INC
ADDRESS1:	P O BOX 1567
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	09
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 4 & BEG AT SE COR OF 5 NE 80FT NW 200FT SW 200FT
LEGAL2:	SE TO SEC LINE E TO BEG BLK 139
LEGAL3:	PREV #JH0448-03-002 D8 777 PG 729 9/97
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	37840
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	37840
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	37840
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1066
DEED_PAGE:	082
DEED_DATE:	1249516800000
SITUS_ADDR:	0

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 6, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by DOSSETT
PONTIAC-CADILLAC-GMC, INC., located in Forrest County, Mississippi.
Parcel ID: 2-029N-09-320.00
PPIN: 19280

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE

2. County and state ad valorem taxes for the years 2018, 2019, 2020 and 2021 have been paid. There is also a current liability for 2022 taxes which constitutes a lien on the subject property which will be due on January 1, 2023, and which will not be in default until on or after February 1, 2023.

PPIN: 19280

Amount: \$1048.42

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed, , including any allegations of forged or fraudulent contract, deed or other instruments affecting title or whether or not documents in the chain of title were executed to or from a party of sound and disposing mind or a nonexistent corporation, person or entity, or whether or not a person signing for or on behalf of a corporation, unincorporated association, or another person in a representative capacity was duly authorized to execute any documents in the chain of title in such capacity.
11. Subject to the Land Development Code of the City of Hattiesburg.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **The City of Hattiesburg, a Municipal Corporation**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **November 24, 2021, at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC



Joseph R. Tullos

JRT/mb

EXHIBIT "A"
Parcel ID: 2-029N-09-320.00
PPIN: 19280

Lot 4, Block 139, Kamper and Whinnery Survey, City of Hattiesburg, Forrest County, Mississippi

And also a portion of Lot 5 of said Block 139 described as;

Also that part or portion of Lot 5 of said Block 139 adjoining said Lot 4 and lying East of said Lots 7, 8, 9, and 10, being more particularly described as beginning at the Southeast corner of said Lot 5 and run in a Northeastern direction along the right-of-way of the NO&NE Railroad for a distance of 80 feet, then run at right angle in a Northwesterly direction along the Southwest line of said Lot 4 a distance of 200 feet, thence at right angle in a Southwesterly direction 200 feet, thence at right angles in a Southeasterly direction to the section line, this being at South line of said Lot 5, thence in an Easterly direction along the line between said Lot 5 and Section 16 to the point of beginning.




Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	19280
PARCEL_ID:	2-029N-09-320.00
OWNERNAME:	DOSSETT PONTIAC CADILLAC GMC INC
ADDRESS1:	P O BOX 1667
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	09
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 4 & BEG AT SE COR OF 5 NE 80FT NW 200FT SW 200FT
LEGAL2:	SE TO SEC LINE E TO BEG BLK 139
LEGAL3:	PREV #JH0448-03-002 D8 777 PG 729 9/97
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	37840
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	37840
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	37840
EXEMPT_C00:	0
HOMESTEAD:	
DEED_BOOK:	1066
DEED_PAGE:	082
DEED_DATE:	1249516800000
SITUS_ADDR:	0

DESCRIPTION OF SURVEY AREA
DOSSETT PONTIAC, CADILLAC, GMC, INC.
PPIN# 19281

A part of Lot 6 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}14'34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of said Lot 6, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 18 minutes 32 seconds East along the NE line of said Lot 6 for a distance of 199.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the NW line of an alley; thence run South 44 degrees 34 minutes 49 seconds West along the NW line of said alley for a distance of 65.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the south line of Section 9, Township 4 North, Range 13 West; thence run North 45 degrees 23 minutes 14 seconds West for a distance of 146.95 feet to an iron pin set; thence run North 85 degrees 14 minutes 14 seconds West for a distance of 37.92 feet to an iron pin set; thence run South 49 degrees 30 minutes 50 seconds West for a distance of 169.07 feet to an iron pin set on the south line of said Lot 6, also being on the south line of said Section 9; thence run South 89 degrees 12 minutes 49 seconds West along the south line of said Lot 6 for a distance of 13.65 feet to a metal pipe found on the SE right-of-way of W. Pine St.; thence run North 44 degrees 38 minutes 10 seconds East for a distance of 268.69 feet back to the Point of Beginning. Said parcel contains 17022 square feet, or 0.39 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 90 Hattiesburg, MS 39402
1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com

PREPARED FOR:



PROPERTY OWNER:

Dossett Pontiac,
Cadillac, GMC, Inc.
PPIN: 19281

CCE NO.: 76242058

SCALE: 1" = 50'

DATE: 2/1/2022

CHECKED: JS

DRAWN: RTB

SHEET 1 OF 1

Drawing Location: 01/2024/000/RTB Laptop File/RCM-Model_RTB - Standard/RCM-Model_RTB.dwg

DESCRIPTION OF SURVEY AREA

DOSSETT PONTIAC, CADILLAC, GMC, INC.

PPIN# 19281

A part of Lot 6 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of said Lot 6, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 18 minutes 32 seconds East along the NE line of said Lot 6 for a distance of 199.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the NW line of an alley; thence run South 44 degrees 34 minutes 49 seconds West along the NW line of said alley for a distance of 65.95 feet to an iron pin found at the SE corner of said Lot 6, said point also being on the south line of Section 9, Township 4 North, Range 13 West; thence run North 45 degrees 23 minutes 14 seconds West for a distance of 146.95 feet to an iron pin set; thence run North 85 degrees 14 minutes 14 seconds West for a distance of 37.92 feet to an iron pin set; thence run South 49 degrees 30 minutes 50 seconds West for a distance of 169.07 feet to an iron pin set on the south line of said Lot 6, also being on the south line of said Section 9; thence run South 89 degrees 12 minutes 49 seconds West along the south line of said Lot 6 for a distance of 13.65 feet to a metal pipe found on the SE right-of-way of W. Pine St.; thence run North 44 degrees 38 minutes 10 seconds East for a distance of 268.69 feet back to the Point of Beginning. Said parcel contains 17022 square feet, or 0.39 acres, more or less.




Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	19281
PARCEL_ID:	2-029N-09-295.00
OWNERNAME:	DOSSETT PONTIAC CADILLAC GMC INC
ADDRESS1:	P O BOX 1667
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	09
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LOT 6 BLK 139 OF KAMPER & WHINNERY EXT 2ND PREV
LEGAL2:	#H0448-03-003
LEGAL3:	DB 734 PG 73 7/95 DB 740 PG 362 11/958828 P449
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	48600
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	48600
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	48600
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

November 29, 2021

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by DOSSETT
PONTIAC-CADILLAC-GMC, INC., located in Forrest County, Mississippi.
Parcel ID: 2-029N-09-295.00
PPIN: 19281

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE

2. County and state ad valorem taxes for the years 2018, 2019, 2020 and 2021 have been paid. There is also a current liability for 2022 taxes which constitutes a lien on the subject property which will be due on January 1, 2023, and which will not be in default until on or after February 1, 2023.

PPIN: 19281

Amount: \$1346.54

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed, , including any allegations of forged or fraudulent contract, deed or other instruments affecting title or whether or not documents in the chain of title were executed to or from a party of sound and disposing mind or a nonexistent corporation, person or entity, or whether or not a person signing for or on behalf of a corporation, unincorporated association, or another person in a representative capacity was duly authorized to execute any documents in the chain of title in such capacity.
11. Subject to the Land Development Code of the City of Hattiesburg.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **The City of Hattiesburg, a Municipal Corporation**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **November 24, 2021, at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC



Joseph R. Tullos

JRT/mb

EXHIBIT "A"
Parcel ID: 2-029N-09-295.00
PPIN: 19281

Lot 6, Block 139, Kamper & Whinnery Survey of the City of Hattiesburg, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.



PPIN:	19281
PARCEL_ID:	2-029N-09-295.00
OWNERNAME:	DOSSETT PONTIAC CADILLAC GMC INC
ADDRESS1:	P O BOX 1667
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	09
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LOT 6 BLK 139 OF KAMPER & WHINNERY EXT 2ND PREV #H0448-03-003
LEGAL2:	DB 734 PG 73 7/95 DB 740 PG 362 11/95B828 P449 11/29/99
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	48600
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	48600
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	48600
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0

DESCRIPTION OF SURVEY AREA

DOSSETT PONTIAC, CADILLAC, GMC, INC.

PPIN# 19282

Lots 7, 8, 9 and 10 of Block 139 of Kamper & Whinery Extension to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at a metal pipe found at the NE corner of Lot 10, Block 139 of Kamper & Whinery Extension subdivision, thence run South 45 degrees 07 minutes 08 seconds East along the NE line of said Lot 10 for a distance of 199.75 feet to an iron pin set at the SE corner of said Lot 10, said point also being on the NW line of an alley; thence run South 44 degrees 30 minutes 27 seconds West along the NW line of said alley for a distance of 199.21 feet to an iron pin found at the SW corner of Lot 7, Block 139 of said Kamper & Whinery Extension subdivision; thence run North 45 degrees 18 minutes 32 seconds West along the SW line of said Lot 7 for a distance of 199.95 feet to a metal pipe found at the NW corner of said Lot 7, said point also being on the SE right-of-way of W. Pine St.; thence run North 44 degrees 33 minutes 51 seconds East along said right-of-way of W. Pine St. for a distance of 199.87 feet back to the Point of Beginning. Said parcel contains 39878 square feet, or 0.92 acres, more or less.




Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	19282
PARCEL_ID:	2-029N-09-296.00
OWNERNAME:	DOSSETT PONTIAC CADILLAC GMC INC
ADDRESS1:	P O BOX 1667
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39403
SECTION:	09
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 7 TO 10 BLK 139 PREV #H0448-03-004
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	40000
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	40000
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	40000
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1066
DEED_PAGE:	082
DEED_DATE:	1249516800000
SITUS_ADDR:	0

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 6, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by DOSSETT
PONTIAC-CADILLAC-GMC, INC., located in Forrest County, Mississippi.
Parcel ID: 2-029N-09-296.00
PPIN: 19282

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE

2. County and state ad valorem taxes for the years 2018, 2019, 2020 and 2021 have been paid. There is also a current liability for 2022 taxes which constitutes a lien on the subject property which will be due on January 1, 2023, and which will not be in default until on or after February 1, 2023.

PPIN: 19282

Amount: \$1108.26

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed, , including any allegations of forged or fraudulent contract, deed or other instruments affecting title or whether or not documents in the chain of title were executed to or from a party of sound and disposing mind or a nonexistent corporation, person or entity, or whether or not a person signing for or on behalf of a corporation, unincorporated association, or another person in a representative capacity was duly authorized to execute any documents in the chain of title in such capacity.
11. Subject to the Land Development Code of the City of Hattiesburg.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **The City of Hattiesburg, a Municipal Corporation**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **November 24, 2021, at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

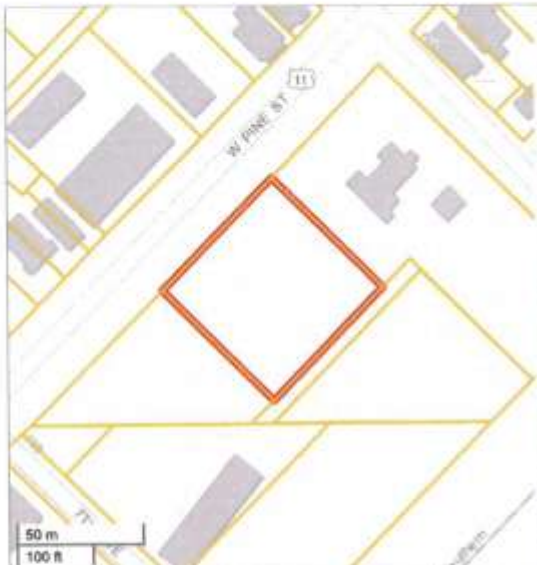


Joseph R. Tullos

JRT/mb

EXHIBIT "A"
Parcel ID: 2-029N-09-295.00
PPIN: 19282

Lots 7, 8, 9, and 10, Block 139, Kamper and Whinnery Survey, City of Hattiesburg, Forrest County,
Mississippi

																																																																					
Forrest County, MS Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.  Forrest County Tax Assessor/Collector 601 Main St Hattiesburg, MS 39401 (601) 582-8228	<table> <tr> <td>PPIN:</td> <td>19282</td> </tr> <tr> <td>PARCEL_ID:</td> <td>2-029N-09-296.00</td> </tr> <tr> <td>OWNERNAME:</td> <td>DOSSETT PONTIAC CADILLAC GMC INC</td> </tr> <tr> <td>ADDRESS1:</td> <td>P O BOX 1667</td> </tr> <tr> <td>ADDRESS2:</td> <td></td> </tr> <tr> <td>CITY:</td> <td>HATTIESBURG</td> </tr> <tr> <td>STATE:</td> <td>MS</td> </tr> <tr> <td>ZIP:</td> <td>39403</td> </tr> <tr> <td>SECTION:</td> <td>09</td> </tr> <tr> <td>TOWNSHIP:</td> <td>04N</td> </tr> <tr> <td>RANGE:</td> <td>13W</td> </tr> <tr> <td>LEGAL1:</td> <td>LT 7 TO 10 BLK 139 PREV #H0448-03-004</td> </tr> <tr> <td>LEGAL2:</td> <td></td> </tr> <tr> <td>LEGAL3:</td> <td></td> </tr> <tr> <td>TAX_DIST:</td> <td>1110</td> </tr> <tr> <td>CULT_AC1:</td> <td>0</td> </tr> <tr> <td>CULT_AC2:</td> <td>0</td> </tr> <tr> <td>UNCULT_AC1:</td> <td>0</td> </tr> <tr> <td>UNCULT_AC2:</td> <td>0</td> </tr> <tr> <td>TOTAL_AC:</td> <td>0</td> </tr> <tr> <td>CULT_VAL1:</td> <td>40000</td> </tr> <tr> <td>CULT_VAL2:</td> <td>0</td> </tr> <tr> <td>UNCUL_VAL1:</td> <td>0</td> </tr> <tr> <td>UNCUL_VAL2:</td> <td>0</td> </tr> <tr> <td>LAND_VAL:</td> <td>40000</td> </tr> <tr> <td>IMP_VAL1:</td> <td>0</td> </tr> <tr> <td>IMP_VAL2:</td> <td>0</td> </tr> <tr> <td>TOTALVALUE:</td> <td>40000</td> </tr> <tr> <td>EXEMPT_COD:</td> <td>0</td> </tr> <tr> <td>HOMESTAD:</td> <td></td> </tr> <tr> <td>DEED_BOOK:</td> <td>1066</td> </tr> <tr> <td>DEED_PAGE:</td> <td>082</td> </tr> <tr> <td>DEED_DATE:</td> <td>1249516800000</td> </tr> <tr> <td>SITUS_ADDR:</td> <td>0</td> </tr> </table>	PPIN:	19282	PARCEL_ID:	2-029N-09-296.00	OWNERNAME:	DOSSETT PONTIAC CADILLAC GMC INC	ADDRESS1:	P O BOX 1667	ADDRESS2:		CITY:	HATTIESBURG	STATE:	MS	ZIP:	39403	SECTION:	09	TOWNSHIP:	04N	RANGE:	13W	LEGAL1:	LT 7 TO 10 BLK 139 PREV #H0448-03-004	LEGAL2:		LEGAL3:		TAX_DIST:	1110	CULT_AC1:	0	CULT_AC2:	0	UNCULT_AC1:	0	UNCULT_AC2:	0	TOTAL_AC:	0	CULT_VAL1:	40000	CULT_VAL2:	0	UNCUL_VAL1:	0	UNCUL_VAL2:	0	LAND_VAL:	40000	IMP_VAL1:	0	IMP_VAL2:	0	TOTALVALUE:	40000	EXEMPT_COD:	0	HOMESTAD:		DEED_BOOK:	1066	DEED_PAGE:	082	DEED_DATE:	1249516800000	SITUS_ADDR:	0
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Legal Description(s)
(attached)

STATE OF MISSISSIPPI)
)
COUNTY OF FORREST)

Forrest County
Filed/Recorded 8/10/08 10:00:11 8/10/08
Witness my hand and seal
James C. Howard
Chancery Clerk

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **TATUM TIMBER CO., L.P.**, a Mississippi Limited Partnership, (hereinafter referred to as GRANTOR) does hereby grant, bargain, sell, convey and warrant unto **DOSSETT PONTIAC, CADILLAC, GMC, INC., A MISSISSIPPI CORPORATION**, of Hattiesburg, Mississippi, (hereinafter referred to as GRANTEE), the following described real property, situate and being located in the County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

Lots Four (4), Seven (7), Eight (8), Nine (9), and Ten (10), Block 139, Kamper and Whinnery Survey, in the City of Hattiesburg, Mississippi. Also, all Lot 5 of Block 139 of the Kamper and Whinnery Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Beginning at the Southeast Corner of the of said Lot 5, said Corner also being on the Northwestern Right of Way Line of the Norfolk Southern Railroad, thence run S88°53'50"W along South Line of said Lot 5 for 284.71 feet to the Southwest Corner of said Lot 5, thence run N44°22'55"E along the Northwest Line of said Lot 5 for 246.30 feet to the Northwest Corner of said Lot 5, thence run S45°45'50"E along the North Line of said Lot 5 for 199.66 feet to the Northeast Corner of said Lot 5, said Corner also being on the said Northwestern Right of Way Line of Norfolk Southern Railroad, thence run S44°26'36"W along the Southeast Line of said Lot 5 for 43.79 feet to the Point of Beginning, comprising 0.66 Acres (28,954 square feet), more or less. Lot 5 is further described in the attached Exhibit "A".

City, County, and State property taxes for the current year shall be prorated at closing and shall the responsibility of the Grantor.

The above warranty and this conveyance is made subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances, however, the grantors herein excepts and reserves unto themselves all minerals which they may currently own in, on and under the hereinabove described real property, and no oil, gas and mineral interest are hereby conveyed.

**Inst. 643913
Bk 1066 Pg 0082**

The above-described real property is no part of the homestead of the Grantor, nor is it contiguous thereto.

WITNESS SIGNATURES on this, the 6th day of August, A.D., 2009.

TATUM TIMBER CO., L.P.,
HMT MANAGEMENT CORP., GENERAL PARTNER

BY: [Signature]
JOHN W HUDDLESTON, PRESIDENT

TATUM TIMBER CO., L.P.,
HMT MANAGEMENT CORP., GENERAL PARTNER

BY: [Signature]
JOSEPH F. TATUM, JR., CO-CHAIRMAN

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within-named JOHN W. HUDDLESTON, as President of HMT MANAGEMENT CORP., A Mississippi Corporation, who acknowledged that they acting on behalf of HMT MANAGEMENT CORP., as the General Partner of TATUM TIMBER CO., L.P., A Mississippi Limited Partnership, signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said Limited Partnership, he first being authorized so to do.

GIVEN under my hand and seal of office on this, the 6th day of August, A.D., 2009.

[Signature]
NOTARY PUBLIC
DONNA T. REID
Commission Expires
Nov 4, 2011
JONES COUNTY

MY COMMISSION EXPIRES:
NOV. 4, 2011

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within-named JOSEPH F. TATUM, JR., as Co-Chairman of HMT MANAGEMENT CORP., A Mississippi Corporation, who acknowledged that they acting on behalf of HMT MANAGEMENT CORP., as the General Partner of TATUM TIMBER CO., L.P., A Mississippi Limited Partnership, signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said Limited Partnership, he first being authorized so to do.

GIVEN under my hand and seal of office on this, the 6th day of August, A.D., 2009.

[Signature]
NOTARY PUBLIC
DONNA T. REID
Commission Expires
Nov 4, 2011
JONES COUNTY

MY COMMISSION EXPIRES:
NOV. 4, 2011

Inst. 643913
Bk 1066 Pg 0083

DEED PREPARATION: GRANTOR

INDEXING INSTRUCTIONS:

* Lots 4, 7, 8, 9 and 10 and part of Lot 5, Block 139, Kamper and Whinnery Survey,
Forrest County, Mississippi.

ADDRESS OF GRANTOR

11 PARKWAY BLVD.
HATTIESBURG MS 39401
PHONE (601) 544-6043

ADDRESS OF GRANTEE

PO BOX 1667
HATTIESBURG MS 39403
PHONE (601)544-7700

Inst. 643913
Bk 1066 Pg 0084

Page 3 of 3



REFERENCE MATERIALS:
KAMPER & WHINNERY SURVEY OF HATTIESBURG PLAT
FLYNT & ASSOCIATES, DRAWING No. L14999-1
DATED: JUNE 7, 1999
QUITCLAIM DEED
BOOK 877, PAGE 497-499
WARRANTY DEED
BOOK 745, PAGE 006
FORREST COUNTY TAX MAP D29N
AERIAL PHOTO

SCALE: 1" = 50'

DATE: AUGUST 03, 2008

JUDGED TO BE A CLASS "B" SURVEY

SURVEYED TO CLASS "B"

LEGEND:
APR - AS PER RECORD
APS - AS PER SURVEY

BEARINGS BASED ON RECORD
BEARING OF THE SOUTHEAST LINE
OF LOT 5, BLOCK 139, KAMPER &
WHINNERY SURVEY

STATE OF MISSISSIPPI
COUNTY OF FORREST

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED
PROPERTY:

**Inst. 643913
Bk 1066 Pg 0085**

All Lot 5 of Block 139 of the Kamper and Whinnery Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Beginning at the Southeast Corner of the of said Lot 5, said Corner also being on the Northwestern Right of Way Line of the Norfolk Southern Railroad, thence run S88°53'50"W along South Line of said Lot 5 for 284.71 feet to the Southwest Corner of said Lot 5, thence run N44°22'55"E along the Northwest Line of said Lot 5 for 246.30 feet to the Northwest Corner of said Lot 5, thence run S45°45'50"E along the North Line of said Lot 5 for 199.66 feet to the Northeast Corner of said Lot 5, said Corner also being on the said Northwestern Right of Way Line of Norfolk Southern Railroad, thence run S44°26'36"W along the Southeast Line of said Lot 5 for 43.79 feet to the Point of Beginning, comprising 0.66 Acres (28,954 Square Feet), more or less.



Nicholas M. Cannolly
Nicholas M. Cannolly, P.E., P.L.S.
Civil Engineer No. 12791
Land Surveyor No. 2793

P:\PROJECTS\2008\2008-12-12-1 Lot 5 Block 139 Survey\1700\Map\1701_packing.dwg, Thu, 8/3/2008 11:10:38 AM

GI SS R _____
B&P _____ SI _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **TLCO MANAGEMENT, INC.**, a Mississippi corporation, represented herein through its President, Paul T. Tatum, duly authorized to act hereunder, **GRANTOR**, does hereby, grant, bargain, sell, convey, and warrant unto **DOSSETT PONTIAC-CADILLAC-GMC, INC.**, a Mississippi corporation, **GRANTEE**, but subject to the exceptions, reservations, restrictions, covenants and conditions, if any, hereafter stated, fee simple title in and to the following described real property, together with all improvements thereon, and appurtenances thereunto belonging, being located and situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Lot 6, Block 139, Kamper & Whinnery Survey of the City of Hattiesburg, Forrest County, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, as per survey attached hereto as Exhibit "A" and made a part hereof for all purposes.

Special assessments and ad valorem taxes for the current year have been prorated as of the date of this deed, and grantee assumes and agrees to pay the same as they become due and payable. By agreement the current year's taxes have been prorated based on the previous years assessment.

The warranty and this conveyance are subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations, and conveyances; and

IN WITNESS WHEREOF, TLCO Management, Inc., has caused its name to be fixed hereunto by its duly authorized officer this 28th day of November, A.D., 1999.

TLCO Management, Inc.

By: Paul T. Tatum
Paul T. Tatum, President



45944
1999 NOV 29 AM 11:36
REAL

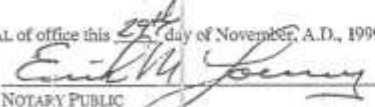
LENTISS G. BARKELL
Law Office
P.O. Box 1723
Hattiesburg, MS 39403-1723
800-344-8590

BOOK 0828 PAGE 449

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 24th day of November, A.D., 1999, within my jurisdiction, the within named Paul T. Tatum, who acknowledged that he is President of TLO Management, Inc., a Mississippi corporation, and that for and on behalf of the said corporation and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND SEAL of office this 24th day of November, A.D., 1999.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

5-22-2001



GRANTOR(S) ADDRESS:

P.O. Box 15547
Hattiesburg MS 39404-5547
Telephone: 601-544-3133

GRANTEE(S) ADDRESS:

P.O. Box 1667
Hattiesburg MS 39403
Telephone: 601-544-7700

BOOK 0828 PAGE 450

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Property Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

Records Last Updated 3/30/2022

PROPERTY DETAIL

OWNER DOSSETT PONTIAC CADILLAC GMC
I
P O BOX 1667
HATTIESBURG MS 39403

ACRES : **NA**
LAND VALUE : 37840
IMPROVEMENTS : **NA**
TOTAL VALUE: 37840
ASSESSED : 5676

PARCEL 2-029N-09-320.00**ADDRESS** **NA****TAX INFORMATION**

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	371.78	371.78	0.00
CITY	301.57	301.57	0.00
SCHOOL	375.07	375.07	0.00
TOTAL	1048.42	1048.42	0.00

LAST PAYMENT DATE 12 / 21 / 2021**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL	LT 4 & BEG AT SE COR OF 5 NE
HOMESTEAD CODE None		80FT NW 200FT SW 200FT SE TO
TAX DISTRICT 1110		SEC LINE E TO BEG BLK 139
PPIN 019280		PREV #:H0448-03-002
SECTION 09		DB 777 PG 729 9/97
TOWNSHIP 04N		KAMPER & WINNERY EXT 2ND
RANGE 13W		

Book 1066**Page** 082PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

[View Appraisal Record](#)[Back](#)

[Forrest County Home](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tax Payments](#)
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Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-029N-09-320.00 **ALT PARCEL NUMBER** 229 -0448-139-002.00
PPIN 019280 **SKETCH** 1
OWNER NAME DOSSETT PONTIAC CADILLAC GMC INC
OWNER ADDRESS P O BOX 1667
HATTIESBURG MS39403

PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) Y
FIELD WORK BY CH **DATE:** 1/1/1982
CLASS BY CH **DATE:** 1/1/1982
REVIEWED BY SB **DATE:** 3/9/2009
REALTOR CODE

LEGAL DESCRIPTION
1 LT 4 & BEG AT SE COR OF S NE
2 80FT NW 200FT SW 200FT SE TO
3 SEC LINE E TO BEG BLK 139
4 PREV #H0448-03-002
5 DB 777 PG 729 9/97
Block 139 Section 09 Township 04N Range 13W
Book 1066 Page 082 Type WD Date 8/6/2009
Book 745 Page 1 Type Date 1/17/1996
Book 777 Page 729 Type Date 9/10/1997
Book 782 Page 468 Type Date 12/17/1997

LOT INFORMATION

LOT CODE 0448 **LOT SIZE** 157.0 X 241 **LOT VALUE** 37840

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ. PRICE	APPRAISED	CLASS
OVER	37837.00	1.00	99	1.00	1.00			1.00	37840	1

ACRE INFORMATION

ACRES TYPE **DUAL CLASS** **PRICE CODE** **UNCULTIVATED CODE** **PRICE** **ADJ. %** **DESCRIPTION** **APPRAISED** **MARKET**
*** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 37840
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 37840



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Property Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

Records Last Updated 3/30/2022

PROPERTY DETAIL

OWNER DOSSETT PONTIAC CADILLAC GMC
1
P O BOX 1667
HATTIESBURG MS 39403

ACRES : **NA**
LAND VALUE : 48600
IMPROVEMENTS : **NA**
TOTAL VALUE: 48600
ASSESSED : 7290

PARCEL 2-029N-09-295.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	477.50	477.50	0.00
CITY	387.32	387.32	0.00
SCHOOL	481.72	481.72	0.00
TOTAL	1346.54	1346.54	0.00

LAST PAYMENT DATE 12 / 21 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LOT 6 BLK 139 OF KAMPER & WHIN
HOMESTEAD CODE None	NERV	
TAX DISTRICT 1110	EXT 2ND	
PPIN 019281	PREV #:H0448-03-003	
SECTION 09	DB 734 PG 73 7/95	
TOWNSHIP 04N	DB 740 PG 362 11/95	
RANGE 13W	B828 P449 11/29/99	
	KAMPER & WINNERY EXT 2ND	

Book Page

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-029N-09-295.00 **ALT PARCEL NUMBER** 229 -0448-139-003.00
PPIN 019281 **SKETCH** 1
OWNER NAME DOSSETT PONTIAC CADILLAC GMC INC
OWNER ADDRESS P O BOX 1667
 HATTIESBURG MS39403

PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) Y
FIELD WORK BY CH **DATE:** 1/1/1982
CLASSIFIED BY CH **DATE:** 1/1/1982
REVIEWED BY SB **DATE:** 3/9/2009
REALTOR CODE

LEGAL DESCRIPTION
 1 LOT 6 BLK 139 OF KAMPER & WHINNERY
 2 EXT 2ND
 3 PREV #H0448-03-003
 4 DB 734 PG 73 7/95
 5 DB 740 PG 362 11/95
 6 B828 P449 11/29/99

Block 139 Section 09 Township 04N Range 13W

LOT INFORMATION
LOT CODE 0448 **LOT SIZE** 182 X 241 **LOT VALUE** 48600

CODE	FRONT FT	DEPTH	PRICE	DEPTH/ABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0448	182.00	241	350.00	9	1.09	.70	-30% VAC	267.05	48600	1

ACRE INFORMATION
ACRES TYPE **QUAL CLASS** **PRICE CODE** **UNCULTIVATED CODE** **PRICE** **ADJ %** **DESCRIPTION** **APPRAISED** **MARKET**
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 48600
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L

BUILDING DESCRIPTIONS
NUMBER **CODE** **BUILDING DESCRIPTION** **VALUE** **ELIGIBLE CLASS 1**
 *** NO BUILDING INFO ***

TOTAL PARCEL VALUE 48600


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Property Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

Records Last Updated 3/30/2022

PROPERTY DETAIL

OWNER DOSSETT PONTIAC CADILLAC GMC
I
P O BOX 1667
HATTIESBURG MS 39403

ACRES : **NA**
LAND VALUE : 40000
IMPROVEMENTS : **NA**
TOTAL VALUE: 40000
ASSESSED : 6000

PARCEL 2-029N-09-296.00**ADDRESS** **NA****TAX INFORMATION**

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	393.00	393.00	0.00
CITY	318.78	318.78	0.00
SCHOOL	396.48	396.48	0.00
TOTAL	1108.26	1108.26	0.00

LAST PAYMENT DATE 12 / 21 / 2021**MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL	LT 7 TO 10 BLK 139
HOMESTEAD CODE	None		PREV #H0448-03-004
TAX DISTRICT	1110		KAMPER & WINNERY EXT 2ND
PPIN	019282		
SECTION	09		
TOWNSHIP	04N		
RANGE	13W		B 1066 P 082 08/06/2009

Book 1066**Page** 082PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021

PARCEL 2-029N-09-296.00
PPIN 019282
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) Y
FIELD WORK BY CH **DATE:** 1/1/1982
CLASSIFIED BY CH **DATE:** 1/1/1982
REVIEWED BY SB **DATE:** 3/9/2009
REALTOR CODE

APPRAISAL INQUIRY

ALT PARCEL NUMBER 229 -0448-139-004.00
SKETCH 1
DOSSETT PONTIAC CADILLAC GMC INC
P O BOX 1667
HATTIESBURG MS 39403

LEGAL DESCRIPTION
 1 LT 7 TO 10 BLK 139
 2 PREV #:H0448-03-004
 Block 139 Section 09 Township 04N Range 13W
 Book 1066 Page 082 Type WD Date 8/6/2009
 Book 745 Page 1 Type Date 1/17/1996
 Book 782 Page 468 Type Date 12/17/1997

LOT INFORMATION

LOT CODE 0448 **LOT SIZE** 200X200 **LOT VALUE** 40000

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ. PRICE	APPRAISED	CLASS
OVER	40000.00	1.00	99	1.00	1.00			1.00	40000	1

ACRE INFORMATION

ACRES TYPE 0448 **CLASS** PRICE **CODE** **UNCULTIVATED** **CODE** **PRICE** **ADJ. %** **DESCRIPTION** **APPRAISED** **MARKET**
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 40000
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L.
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L.

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 40000



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QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 21714
Owner	Dossett Property Management, LLC / Hattiesburg School District
Occupied / Leased	Leased
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/27/2022
Review Report Date	3/09/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Dossett Property Management, LLC / Hattiesburg School District
Parcel No:	PPIN # 21714
Project No:	108639-8110
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/27/2022	Report Date: 03/09/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 1.61 Acres
	☐ Easement	Area of Remaining Tract 1.28 Acres
	☒ Other	Area to be Acquired 0.33 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 21715 Project No. 108639-81100

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/27/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple with allocation to the leasehold and leased fee estates	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$142,475	\$105,685	\$36,790
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an improved urban tract of land located south of Hall Avenue and east of West Pine Street along the NE side of 7th Avenue, a private roadway. The subject property is more specifically located in part of Block 69 of the D.D. McInnis Third Survey of the city of Hattiesburg situated within Section 16, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID number is PPIN # 21714. Note; the subject property is part of a 16th Section Lease that was a paid-up lease with a 99-year lease term with approximately 24.4 years remaining. This equates to approximately 25% of the lease remaining. Hence; for appraisal purposes, the property will be valued in fee with 25% of the land value allocated to the leased fee interest and improvements with the remaining value or 75% going to the school board or leasehold interest. The total property consists 1.61 Acres or 70,132 sq. ft.± (1.61 x 43,560) consisting one tax parcel improved with a portion of a car dealership and related site improvements (Dossett GMC.) The subject property is currently improved with a portion of a car dealership and related site improvements. Related site improvements include paved parking and curbing and fencing. The building and related improvements excluding the fencing within the acquisition area were considered to be removed from the proposed ROW and not adversely affected by the acquisition; hence, was not discussed in detail or valued at this time. Related site improvements consists of fencing, paved drives and parking. It should be noted that some of the fencing is within the existing right of way. A portion of the fencing can be replaced along the proposed ROW with the remaining fence affected being compensated based on a depreciated basis.	

The subject property's larger parcel consists of a total of 1.61 acres more or less or 70,132 sq. ft.± being irregular in shape as shown by the plat provided. Reportedly, the subject property has approximately 40 linear feet of frontage along West Pine Street. This frontage is along 7th Avenue, a paved private road according to tax records, along the west property line.

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being irregular in shape. The property enjoys access from West Pine Street via 7th Avenue. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned B-5; Regional Business District by the city of Hattiesburg. This zoning allows for primarily commercial uses. Hence, the property is currently a legally conforming property. Adjacent land uses consist of other improved commercial properties, and vacant land.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be its current use or commercial. The highest and best use as improved was considered not applicable; however, would be the same as vacant.

The acquisition area consists of 0.33 acres more or less or 14,391 sq. ft.±. Site improvements within the acquisition area consists of cyclone fencing of which 138 linear feet is along the east side of the acquisition area and will not be replaced. As this fencing is not being replaced, this improvement will be valued based on a depreciated cost basis and allocated as an improvement in the proposed ROW.

An additional 181 linear feet of fencing is needed to fence along the proposed ROW and will be considered as a cost to cure or damages.

In the after condition 1.28 acres more or less or 55,741 sq. ft.± will remain. The main improvements were not considered as they were removed from the proposed acquisition – approximately 35 linear feet or more at the closest point. The existing access from West Pine Street will remain. The roadway in the area of acquisition will be elevated due to the bridge crossing over the existing railroad. The appraiser indicated that he researched proximity of other commercial properties and found that these improvements were 25 linear feet or less from existing ROW; hence, no adverse effects were found for the remaining improvements. Damages were considered; however, the only damage item was a cost to cure item for 181 linear feet of cyclone fence. After the cost to cure, the property will reportedly be similar in the after condition as in the before condition.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. The appraiser gave an Acquisition Guide and other materials related to the subject property to a representative of the school board as well as Mr. Dossett. The appraiser met with Mr. Dossett and the school board representative at different times; however, the appraiser made a detailed inspection of the subject property after meeting with Mr. Dossett. The appraisal was completed as an Appraisal Report of Land; which is the correct format as the main improvements were not valued in the before condition or after condition as they were determined not to be adversely affected by the proposed ROW. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land	

only" was being valued. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being for vacant land being limited. The only approach developed within the appraisal was the Sales Comparison Approach. The market data for the property as vacant with minor site improvements was adequate to provide a reliable value analysis.

In the valuation of the subject's site identified consisting of 1.61 acres more or less or 70,132 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.35 acres± to as large as 1.70 acres±. The sales ranged in price per square foot from a low of \$1.02/sq. ft. to a high of \$2.85/sq. ft. having occurred between 10/20 and 07/21.

After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales which occurred in 2020 (L-6 & L-9) all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered similar to the subject property with all three (3) sales considered. Note; none of the sales were adjusted with the exception of the time adjustment discussed above. A value was adopted via reconciliation of the sales utilized. For appraisal purposes, a unit value of \$2.00/sq. ft. was adopted or **\$140,265 RO**. To this value, the depreciated value or contributory value of the before mentioned 138 linear feet of cyclone fencing will be added to the land value as this fencing cannot be replaced on the remainder.

The contributory value for the 138 linear feet of cyclone fence was estimated using a fence quote from Jefcoat Fence Company @ \$27.20/lf x 10% contingency and 7% tax less 50% depreciation for 138 linear feet or **\$2,210 RO**. This estimate can be found in the addendum of the appraisal report.

The estimated contributory value of the minor site improvement within the acquisition area is added to the before value of the land for a net indicated before value of **\$142,475**.

In the after condition, the same sales were utilized with the after value of the subject site considered similar as in the before condition. Hence, the same unit value in the before condition was adopted in the after condition or \$2.00/sq. ft. for 55,741 square feet for an adopted value of **\$111,480 RO**. The estimated cost to cures to replace 181 linear feet of fencing was deducted from the after value for a net indicated after value of **\$105,685**.

The cost to cure for the fence was estimated using a fence quote from Jefcoat Fence Company @ \$27.20/lf x 10% contingency and 7% tax for 181 linear feet or **\$5,795**. This estimate can be found in the addendum of the appraisal report.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$36,790**.

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the main improvements were not adversely affected, the appraiser completed a total before and after value of the subject property's site. In the before condition, the contributory (depreciated) value of the fence not being replaced was added to the before land value for a net indicated land value in the before condition. In the after condition, the cost to cure for the fencing to replace along the proposed ROW was deducted from the after-site value for a net indicated after land value. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition. The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as well as "land only" being valued.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not

misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$36,790**.

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$36,790 and is recommended as the basis for the establishment of the amount believed to be just compensation.

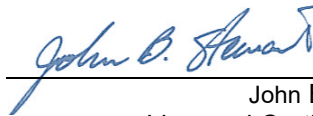
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 21714 (Hattiesburg School District)	\$21,590	\$0	\$0	\$21,590
PPIN # 21714 (Dossett Property Management, LLC – Q1)	\$7,195	\$2,210	\$5,795	\$15,200
Total: <i>Thirty-Six Thousand Seven Hundred Ninety Dollars</i>				

Date
3/09/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 21715

Project No. 108639-81100

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

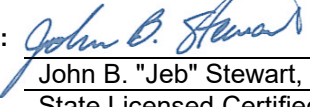
I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$36,790.

Review Appraiser (sig.):

(print name)

(license)


John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate
Appraiser # 231

Date: 3/09/2022

Parcel No. PPIN # 21715

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Land with Improvements

Parcel Number(s)	2-038C-16-328.00 / PPIN #21714
Owner	Dossett Property Management, LLC. / Hattiesburg Public School District
Vacant / Occupied / Leased	Leased
County	Forrest
Project Description	Hall Avenue West Project
Effective Date of the Appraisal	01/27/2022
Report Date	03/09/2022
Report Requested for	Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	Forrest County		
Owner(s):	Dossett Property Management, LLC.	Address:	P.O. Box 1667 / West Pine Street
Phone:	(601) 602-8171		Hattiesburg, MS 39403
	c/o Danny Dossett		
Occupant(s):	Dossett Property Management, LLC.	Address:	P.O. Box 1667 / West Pine Street
Phone:			Hattiesburg, MS 39403

Estate Appraised:	☒	Fee	Area of Whole Tract	+/- 1.61 Acres
	☐	Easement	Area of Remaining Tract	+/- 1.28 Acres
	☒	Quit-Claim	Area to be Acquired	+/- 0.33 Acres

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	01/27/2022, 02/17/2022
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were given to the property owner during the property inspection on January 27th, 2022. On Tuesday January 26th, 2022, George Null contacted Daniel Dossett to set up an inspection for the subject property. On January 27th, 2022, George Null, GA-679 met with Daniel Dossett at his car dealership office, and showed him a copy of the site plan, and explained to him the right of way process. We discussed the history of the property and the current use. He said that he had the adjacent property on the market in previous years and had some interested parties, but nothing ever transpired. I asked him what the most recent listing price was, and he stated that he could not recall, although he had had it recently appraised and wanted to see how our offer compared to that appraisal. We walked the proposed right of way and the remainder of the property and discussed the location of the new road. He was generally agreeable that the road was needed and that he wanted to sell the property. The subject of this report is the 16th section land leased by Dossett Property Management, LLC. I researched the Secretary of State website and there was no active lease information found. According to the warranty deed this is a 99 year lease with approximately 24 years remaining on the lease. We walked the property and discussed the site improvements in the right of way. Improvements located in the acquisition area include a chain link fence along approximately +/- 181 feet on the south and +/- 138 feet along the east side of the acquisition area. In addition, I met with Mike Ainsworth (16th Section Land Manager) on 2/17/2022. We did a similar inspection and discussed the School Board's interest. I documented this inspection with photographs found in this report.	
Contact Comments	Danny Dossett (601-602-8171)
Is the Property being Leased or Rented? ☒ Yes ☐ No	
Lessor: Hattiesburg Public School District	Lessee: Dossett Property Management, LLC.
Terms: 99 year lease, expiring April 17, 2046	

Appraiser:		Date:	03/09/2022
(signature)			
(print name)	George Null, MAI		
(license type)	State Certified General Real Estate Appraiser, GA-679		

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038C-16-328.00 / PPIN #21714
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Property Owner: (Leased Fee) Hattiesburg Public School District (HPSD) Address: West Pine Street, Hattiesburg, MS 39403 Phone: (601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager) and (601) 620-8509 (Dr. Michael Battle)	Leasehold (Tenants) Dossett Property Management, LLC; Address: West Pine Street, Hattiesburg, MS 39403 Phone: (601) 602-8171
--	---

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is 16 th Section land located along the east side of West Pine Street. The property is partially located in Block 69 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple (with allocations to the leasehold and leased fee interests)	

Size of the Whole Tract (Before):	+/- 1.61 Acres
Size of the Remaining Parcel (After):	+/- 1.28 Acres
Size of the Area to be Acquired:	+/- 0.33 Acres or 14,391 square feet

Highest and Best Use Before (Whole Tract):	Commercial
Highest and Best Use After (Whole Tract):	Commercial

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 1.61 Acres
Highest and Best Use of the Larger Parcel(s)	Commercial

Unit Value of the Land (Before)	\$2.00/sf
Unit Value of the Land and Improvements (Before)	\$2.00/sf
Unit Value of the Land (After)	\$2.00/sf
Unit Value of the Land and Improvements (After)	\$2.00/sf

Improvements:	
The site improvements on the property include a chain link fence along approximately +/- 181 feet on the south and +/- 138 feet along the east side of the acquisition area. These improvements will be removed in the after condition. The remaining unaffected improvements include a car dealership building, associated parking, drives and miscellaneous site improvements.	

Total Before Value:	\$142,475
Total After Value:	\$105,685
Just Compensation:	\$36,790

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i> As stated, the lease has 24.4 years remaining on a 99 year lease or 24.6% of the initial term. This was rounded to a 25% interest in the land for Dossett Property Management, LLC. The Hattiesburg Public School District retains the remaining 75% interest in the land. All improvement values were allocated to the leasehold interest. (Q1)				
Parcel No.	Land	Improvements	Damages	Total
(Q1) Dossett Property Management, LLC.	\$7,195	\$2,210	\$5,795	\$15,200
(W) Hattiesburg Public Schools	\$21,590	\$0	\$0	\$21,590

Effective Date of the Appraisal:	01/27/2022
Date of Report:	03/09/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 01/27/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$142,475</u>
Fair Market Value of the Remainder Property	After	<u>\$105,685</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$36,790</u>

as of 01/27/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **03/09/2022**

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On January 27th, 2022, George Null, GA-679 met with Daniel Dossett at his car dealership office, and showed him a copy of the site plan, and explained to him the right of way process. We discussed the history of the property and the current use. He said that he had the adjacent property on the market in previous years and had some interested parties, but nothing ever transpired. I asked him what the most recent listing price was, and he stated that he could not recall, although he had had it recently appraised and wanted to see how our offer compared to that appraisal. We walked the proposed right of way and the remainder of the property and discussed the location of the new road. He was generally agreeable that the road was needed and that he wanted to sell the property. I documented this inspection with photographs found in this report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple. It should be noted that the property is subject to a long term ground lease to Dossett Property Management, LLC. A Quitclaim (Q) deed for Dossett Property Management, LLC is being valued in this report.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (*See the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>
The subject property is located along the east side of West Pine Street, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older commercial properties.	
Subject Location	☒ Urban ☐ Suburban ☐ Rural
Population Growth Rate	☐ Increasing ☒ Stable ☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg
Primary Shopping/Trade Center – County	Forrest
Nearest Employment Center	Hattiesburg

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>
The subject property is located along the east side of West Pine Street. West Pine Street is to the west and connects to Hall Avenue. Martin Luther King Avenue is to the east and connects with Hall Avenue. The Norfolk Southern railway abuts to the east side of the property. The traffic counts for Hall Avenue is 5,900, 1,600 for Martin Luther King Avenue, and 13,000 for West Pine Street. The surrounding uses are predominantly commercial and residential. The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.	
Neighborhood Zoning	☐ Res. ☒ Comm. ☐ Ind. ☐ Other ☐ None
Neighborhood Utilities	☒ Elec. ☐ Gas ☒ Water ☒ All ☐ Part ☒ Sewerage ☐ Other
Neighborhood Imp's	☒ Storm Sewer ☒ Crb/Gtr ☒ Sidewalk ☒ Street Lights ☐ Other
Schools	Hattiesburg Public Schools & William Carey University to the south
Recreational Facilities	
Fire	Hattiesburg
Police	Hattiesburg
Other	

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Commercial land for a car dealership (Dossett GMC)

Legal Description of the Total Ownership: +/- 1.61 Acres or +/- 70,132 sf effecting one tax parcel (PPIN#'s 21714) located in Block 69 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

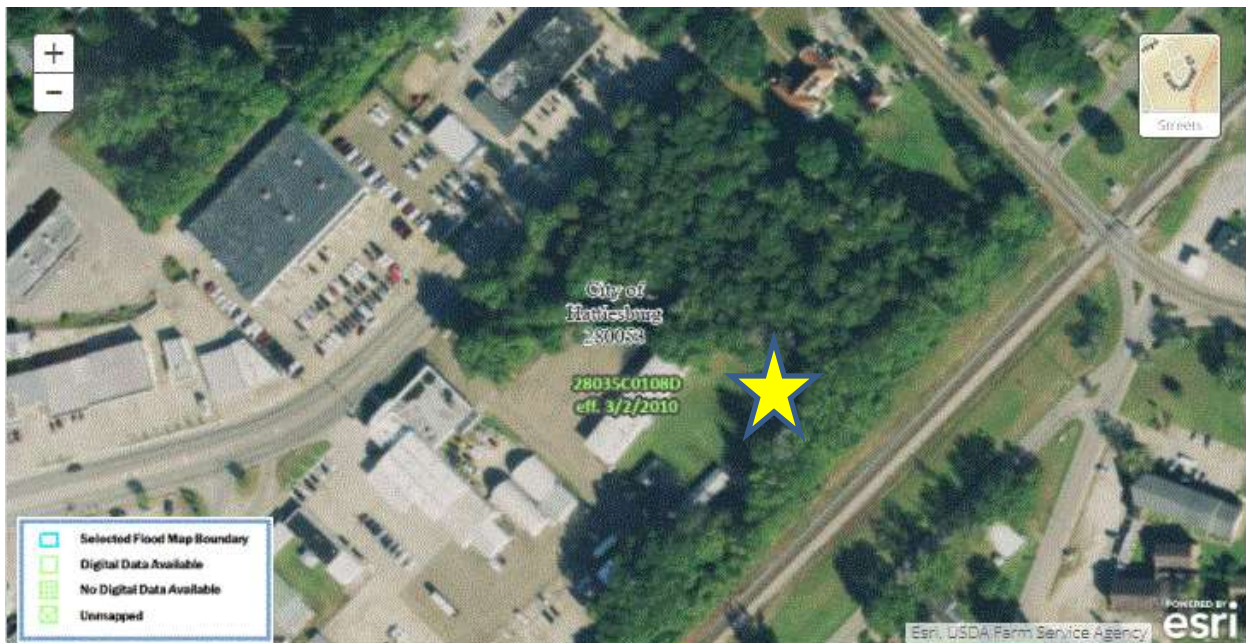
Location: The subject property is located along the southeast side of 7th Avenue off of West Pine Street and south of Hall Avenue in Hattiesburg, Forrest County, Mississippi. West Pine Street is a busy corridor with several older commercial uses in the downtown area of Hattiesburg. Hall Avenue is a busy corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is irregular in shape with access along West Pine Street. The property contains approximately +/- 1.61 acres and is contained in one tax parcel.

Frontage/Access: The subject property has +/- 40' of frontage along West Pine Street along its western border. This public paved road provides good access to Hall Avenue and West Pine Street. According to the Forrest County Tax Assessor's website, the parcel mostly encompasses 7th Avenue.

Topography: The subject property is a fairly level lot and is not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Ave. West Project



February 9, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

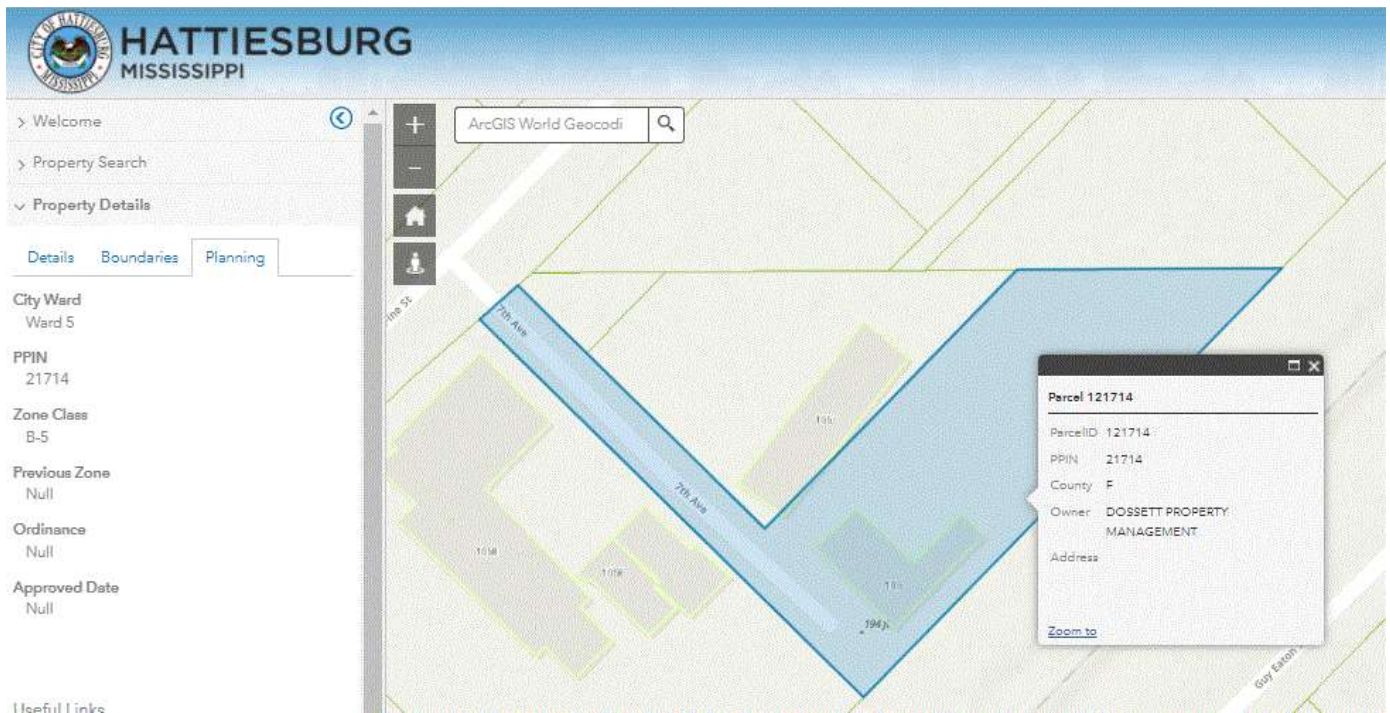
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned B-5, Regional Business District by the City of Hattiesburg. This zoning allows for primarily commercial uses. Please see the addend of this report for the full zoning ordinances.



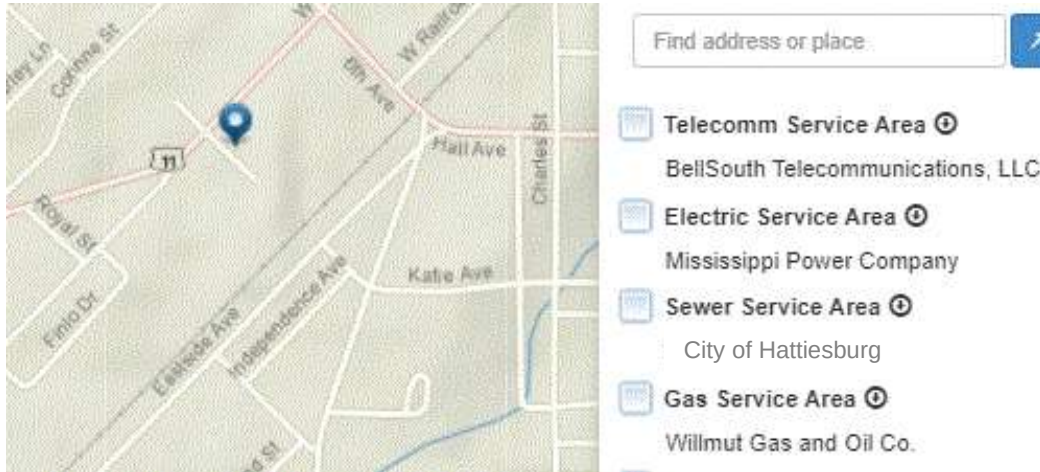
4.5.12 B-5 Regional Business District	
Description and Purpose	Characteristic Development Type
The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: The site improvements affected by the right of way acquisition on the property in the before condition include a chain link fence along approximately +/- 181 feet on the south and +/- 138 feet along the east side of the acquisition area. In addition, there is paving, additional fencing, landscaping and miscellaneous site improvements outside the right of way.

Adjacent Land Uses: Commercial (Car Dealership)

Easements/Encumbrances: None

Utilities:



Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in an older commercial area of Hattiesburg. These commercial uses were built between 1930-1980. The building located on the subject property was built in 1960, according to the Forrest County Tax Assessor's website.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.33 acres or +/-14,391 sf contained on PPIN# 21714. The acquisition encompasses the northern portion of the parcel.

Following the acquisition, there will be +/- 1.28 acres or +/- 55,741 sf remaining on the Dossett Property Management, LLC property, that is the subject of this report.

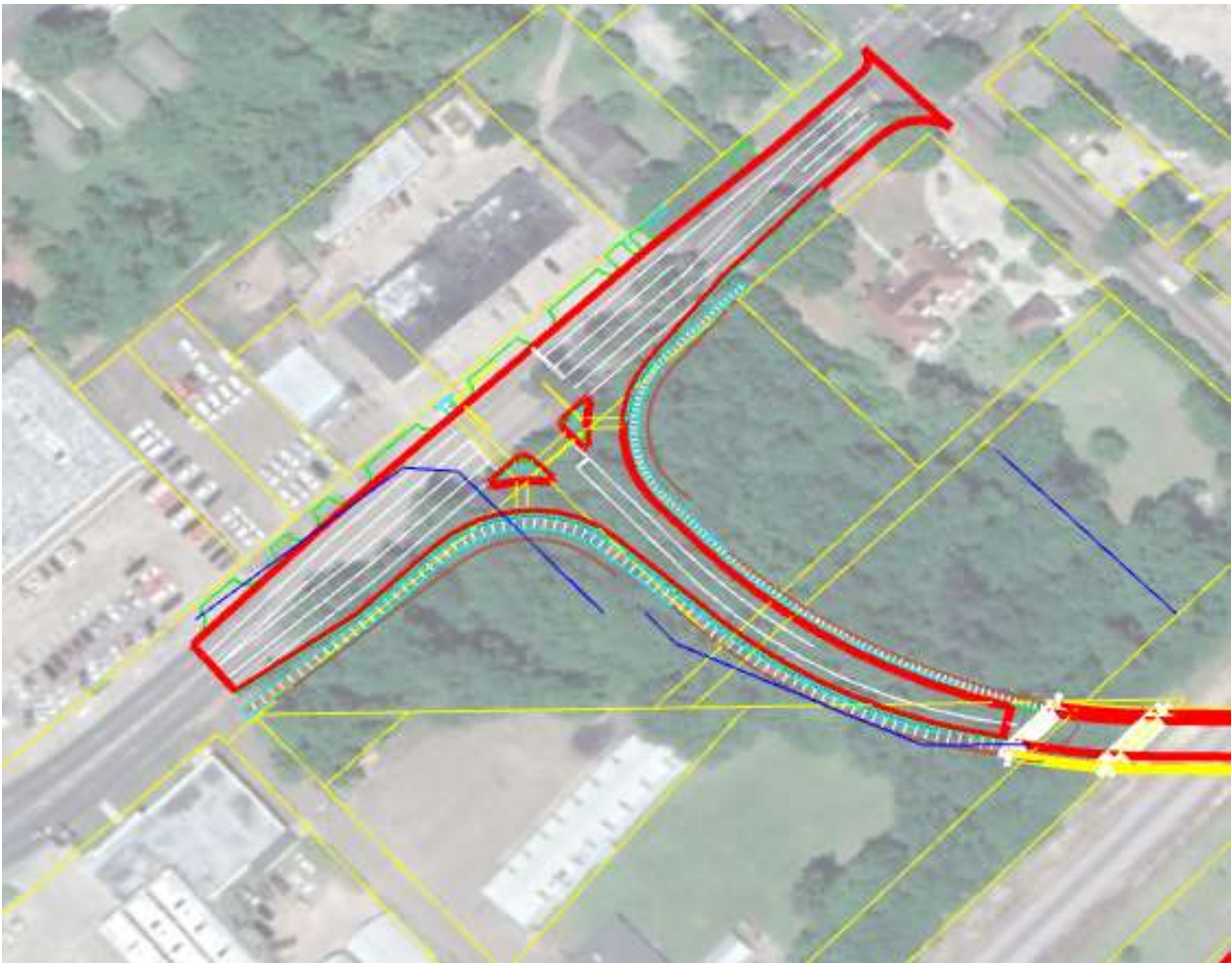
Dimensions/Area/Shape: The fee simple acquisition area contains a +/- 0.33 acres or +/- 14,391 sf area contained in one irregularly shaped parcel. The dimensions of the acquisition area are roughly 181' x 29' x 245' x 138'.

Site Improvements: The site improvements on the property include a chain link fence along approximately +/- 181 feet on the south and +/- 138 feet along the east side of the acquisition area. The 181' to re-fence the north was deducted from the after value as a cost to cure, to cure the gap in the fencing. This cost is calculated on the following pages. The 138' on the east side will not need to be replaced and was paid as a site improvement, depreciated at 50%.



A photo of the property and approximate acquisition area and area that will need to be referenced is shown above.

Rights to be Acquired for Each Parcel: Fee Simple or permanent easement which was valued in fee.



View of proposed right of way project.

SURVEY

DESCRIPTION OF SURVEY AREA
DOSSETT PROPERTY MANAGEMENT, LLC
PPIN# 21714

A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 38, for a distance of 138.10 feet to an iron pin set; thence run North 66 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 57 minutes 58 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 89 degrees 08 minutes 24 seconds East for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
6632 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PROPERTY OWNER:
Dossett Property Management
PPIN: 21714

CCE NO.: 78242068
SCALE: 1" = 30'
DATE: 1/20/2022
CHECKED: JS
DRAWN: RTS
SHEET 1 OF 1

Freeing Location: C:\Users\jason\Documents\3D\HPC\2022\3D\HPC\2022\01\10228 - Hall Ave West BUILD Property\HPC\2022\01\10228.dwg

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel and subject property of this report will have +/- 1.28 acres remaining.

Frontage/Access: The property will retain the same 40 feet of frontage on West Pine Street with an additional +/- 180 feet of frontage on the re-aligned Hall Avenue.



Topography: Same as in before condition.

Flood Plain and Drainage Data: Same as in before condition.

Use Restrictions: Same as in before condition.

Off-Site Public Improvements: Same as in before condition.

Easements/Encumbrances: Same as in before condition.

Utilities: Same as in before condition.

Comments:	Include additional narrative, as needed.
There will be an elevated bridge with a clear height of approximately 19 feet constructed in the proposed right of way. The proposed right of way will be at about 25 feet from the car dealership building at its closest point. This will carry traffic from Hall Avenue over the existing railroad. Since the use is commercial, the increased proximity to traffic was not considered to have a negative impact to the value of the property.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 1.61 acres of land and the effected site improvements. The building on the property was not affected and not valued in this report.

Items of Personal Property Not Appraised

None.



View of the eastern property line of the subject property along the Norfolk Southern railway easement.



View of the eastern property corner of the subject property.



Additional view of the proposed acquisition area.



View of the fencing located along the northern property line of the subject property, in the proposed right of way.



Additional estimated location of the proposed right of way area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Tax Assessor's website, the tract is irregular in shape and contains a total of +/- 1.61 acres, more or less. The adjacent property is owned by Dossett Pontiac and is not a leasehold interest. The subject is owned by the Hattiesburg Public School District and is subject to a long term lease to Dossett Property Management, LLC. Due to the difference in ownership, the +/- 1.61 acres was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The +/- 1.61 acres was similar in use, ownership and continuity and considered the larger parcel of this appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The site has access to West Pine Street and is physically large enough for a wide variety of uses. The +/- 1.61 acre site is not physically limited by its size, and most commercial, retail or business related uses would be physically possible on the site. Legally permissible: The site is zoned B-5 by the City of Hattiesburg. This zoning district is intended for commercial business uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to B-5 zoning class. This area along West Pine Street is mostly older commercial uses. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 1.61 acres. The property has a physical access point off of West Pine Street and is in an area of commercial uses. For this reason, the highest and best use as vacant is the current use or as a commercial lot. <u>Highest and Best Use As Improved:</u> Not Applicable	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, the improvements will remain on the larger parcel. Therefore, the highest and best use in the after condition is the same as a commercial use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
10/09/1978	R.B. Dossett	R. B. Dossett, Jr.	N/A	459/587	WD
Explanation: There have been no transfers in ownership in the last five years. However, for reference the most recent conveyance was listed.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 21714	True Value – Land	\$116,400
Millage Rate		True Value – Improvements	\$46,120
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

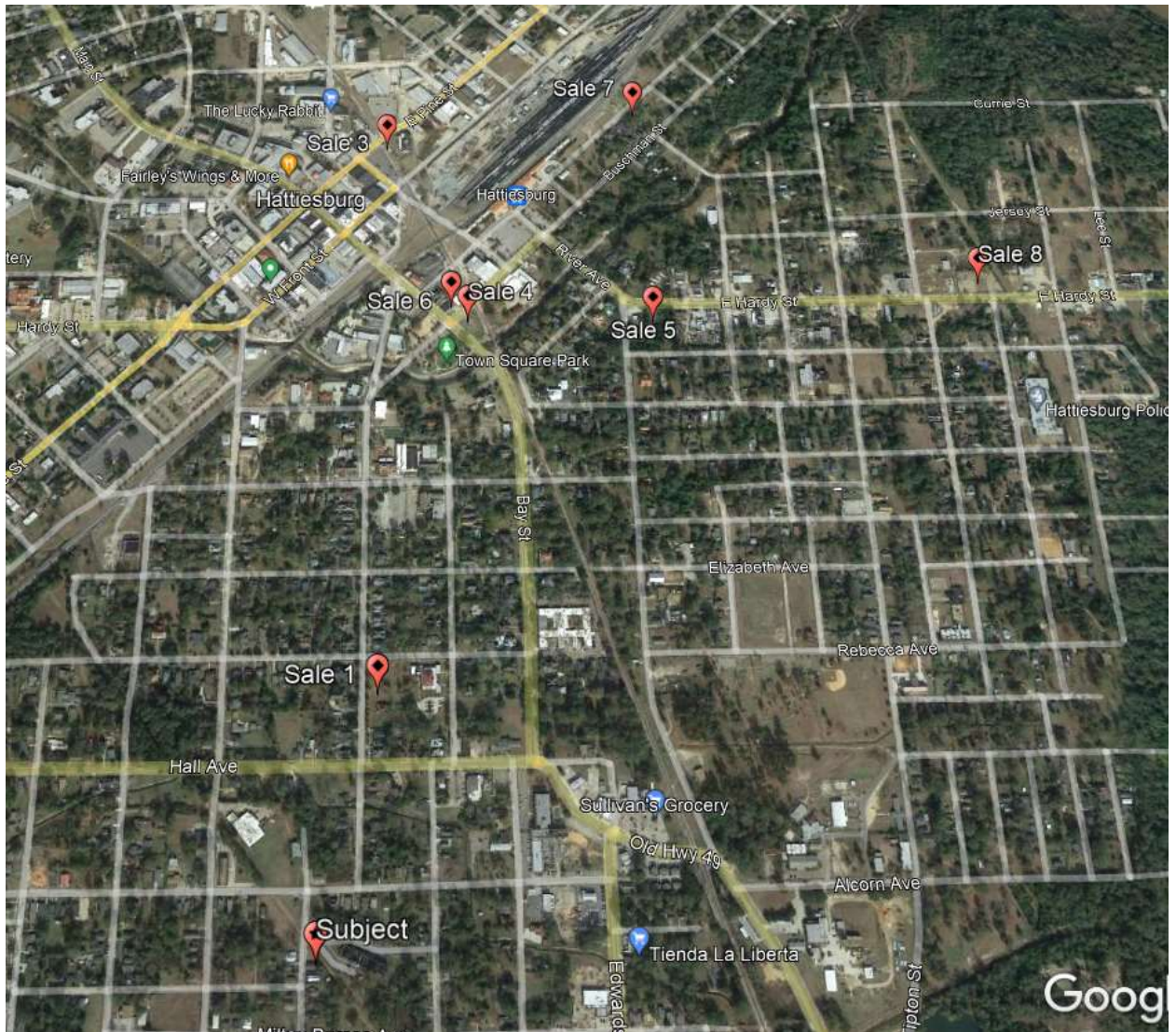
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an improved commercial property. The building is dated, and not affected by the acquisition. Thus, the Cost and Income approaches were not utilized. The value of the property is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the lot, with a valuation of the improvements following.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value

☐ Complete Take
☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	L-5	Comp Sale #	L-6	Comp Sale #	L-9
Location		East Hardy Street		101 Main Street		700 4th Street	
Sales Price			\$32,500		\$43,500		\$175,000
Price Per SF			\$1.02		\$2.85		\$2.36
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$1.02		\$2.85		\$2.36
Financing	Typical						
Adjusted Price			\$1.02		\$2.85		\$2.36
Condition of Sale	Arms-Length						
Adjusted Price / SF							
Market Conditions	Date of Sale	7/20/21	0%	11/24/20	5%	10/9/20	5%
Adjusted Price / SF							\$0.05
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	1.61 ac	0.735	\$0.00	0.350	\$0.00	1.700	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	B-5	B-1	\$0.00	B-3	\$0.00	B-2	\$0.00
Net Adjustment		(+/-)	0%	(+/-)	0.14	(+/-)	0.12
		Net %	0.00%	Net %	5.00%	Net %	5.00%
		Gross %	0.00%	Gross %	5.00%	Gross %	5.00%
Adjusted Sales Price			\$1.02		\$2.99		\$2.48

Adopted Unit Value, Before (Land Only): \$2.00/sf

Size	Unit of Measure	Rate		
70,132 sf	Sq. Ft. @	\$2.00	Per SF	\$140,264
Add (Timber, minor site improvements, other - See Attached):				\$2,210
Total Before Value (Land Only):				\$142,474
r/o				\$142,475

Sales Comparison Approach – (Land) – After Value

- Select Value -

Sq. Ft.
▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment			(+/-)	(+/-)	\$0.00	(+/-)	\$0.00
			Net %	Net %		Net %	
				Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adjusted Unit Value, After (Land Only):			\$2.00
Size	Unit of Measure	Rate	
55741.000	Sq. Ft. @	\$2.00	\$111,482
Less Cost to Cure:			(\$5,795)
Less Easements (See Attached):			
Less Other (See Attached):			
Total After Value (Land Only):			\$105,687
R/O			\$105,685
Difference in Before and After:			\$36,790

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2020 to 2021. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned B-5, Commercial Business District. All of the sales had similar commercial business zoning. The highest and best use was commercial. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$1.02 to \$2.99 per square foot. Sale L-9 was considered the most similar overall, due to it being recent and similar in size. However, this and Sale L-6 are located at a lighted corner and were thought to represent the upper end of the range. Overall, considering the adjusted values and the limited frontage, a value of \$2.00 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

Site Improvements

The site improvements on the property include a chain link fence along approximately +/- 181 feet on the south and +/- 138 feet along the east side of the acquisition area.

Improvements in the R.O.W.	Compensation
Chain Link Fence – 138 LF @ \$27.20/LF x 1.1x (contingency =\$4,128.96) + 7% tax – 50% depr.	\$2,210 (rounded)
Chain Link Fence – 181 LF @ \$27.20/LF x 1.1x (contingency =\$5,415.52) + 7% tax	\$5,795 (Cost to cure item)
Total (rounded)	\$8,005

Thus, the total value of the site improvements in the right of way equal \$8,005. The 181 feet needed to be fenced along the right of way and is being paid for as a cost to cure, thus the remaining site improvements equaled a total of \$2,210 and were included in the Before value previously found in the before value grid.

Explanation of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same adjustments as in the before condition

Financing: Same adjustments as in the before condition

Conditions of Sale: Same adjustments as in the before condition

Market Conditions: Same adjustments as in the before condition

Location: Same adjustments as in the before condition

Size: Same adjustments as in the before condition

Topography: Same adjustments as in the before condition

Utilities: Same adjustments as in the before condition

Other: Same adjustments as in the before condition

Explanations of damages (if any): No damages are indicated to the property in the After condition.

After Value - Reconciliation of Land Sales:

In the after condition, 1.28 acres or +/- 55,741 sf remain. Overall, the site (as vacant) retains the same functionality, access, use, and highest and best use. Due to this, the same unit value was adopted in the after condition, or \$2.00/sf. To calculate the after value, the cost to cure was deducted as shown on the after value grid.

The total cost to cure for fencing equaled a total of \$5,795 which was deducted from the After value.

A Quitclaim (Q) interest was included for the leasehold interest (Dossett) for the remaining lease term. This was listed as Quitclaim interest 1 or (Q1).

Allocation Explanation:

As stated, Dossett Property Management, LLC has 24.4 years remaining on a 99 year lease or 24.6% of the initial term. This was rounded to a 25% interest in the land for the leasehold interest or \$7,196, rounded to \$7,195. The Hattiesburg Public School District retains the remaining 75% interest in the land or \$21,587, rounded to \$21,590 of the total \$28,782 lot value. All improvement values were allocated to the leasehold interest.

After Value - Reconciliation

The total after value of the property following the right of way acquisition was concluded to be \$105,685.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$142,475	\$105,685	\$36,790
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their size and location. The sales were inspected, verified, and compared to the subject property. In the before condition, the 1.61 acre lot has limited frontage of about 40 feet. For this reason, a value below the average was adopted. Therefore, the before land value was concluded to have a value of \$142,475. In the after condition, the fence will need to be cured and this expense was deducted. The remaining site was concluded to have a value of \$105,685. Thus, just compensation due to the owner is \$36,790.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$36,790** as of 01/27/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only

(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest									
								Sq. Ft. ▼	
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
		Sq. Ft.			Item	Value	Item	Value	
(W) 21714	14391.000	Sq. Ft.	Comm.	\$21,590					\$21,590
									\$0
									\$0
									\$0
									\$0
Totals	14391.000	Sq. Ft.		\$21,590		\$0		\$0	\$21,590

Easements (Permanent / Temporary)									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
		Sq. Ft.			Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
		Sq. Ft.			Item	Value	Item	Value	
Q1-21714	14391.000	Sq. Ft.	Comm	\$7,195	Fencing	\$2,210	Cost to Cure	\$5,795	\$15,200
									\$0
									\$0
									\$0
									\$0
Totals	14391.000	Sq. Ft.		\$7,195		\$2,210		\$5,795	\$15,200

Total of all Interests									\$36,790
------------------------	--	--	--	--	--	--	--	--	----------

Q1= The quitclaim interest for the Dossett Property Management, LLC.

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "plottage". (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "assemblage". (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – "the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes."¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Additional Photographs



View of the eastern property line of the subject property located along the Norfolk Southern railway.



View of the fencing and trees located along the proposed right of way.

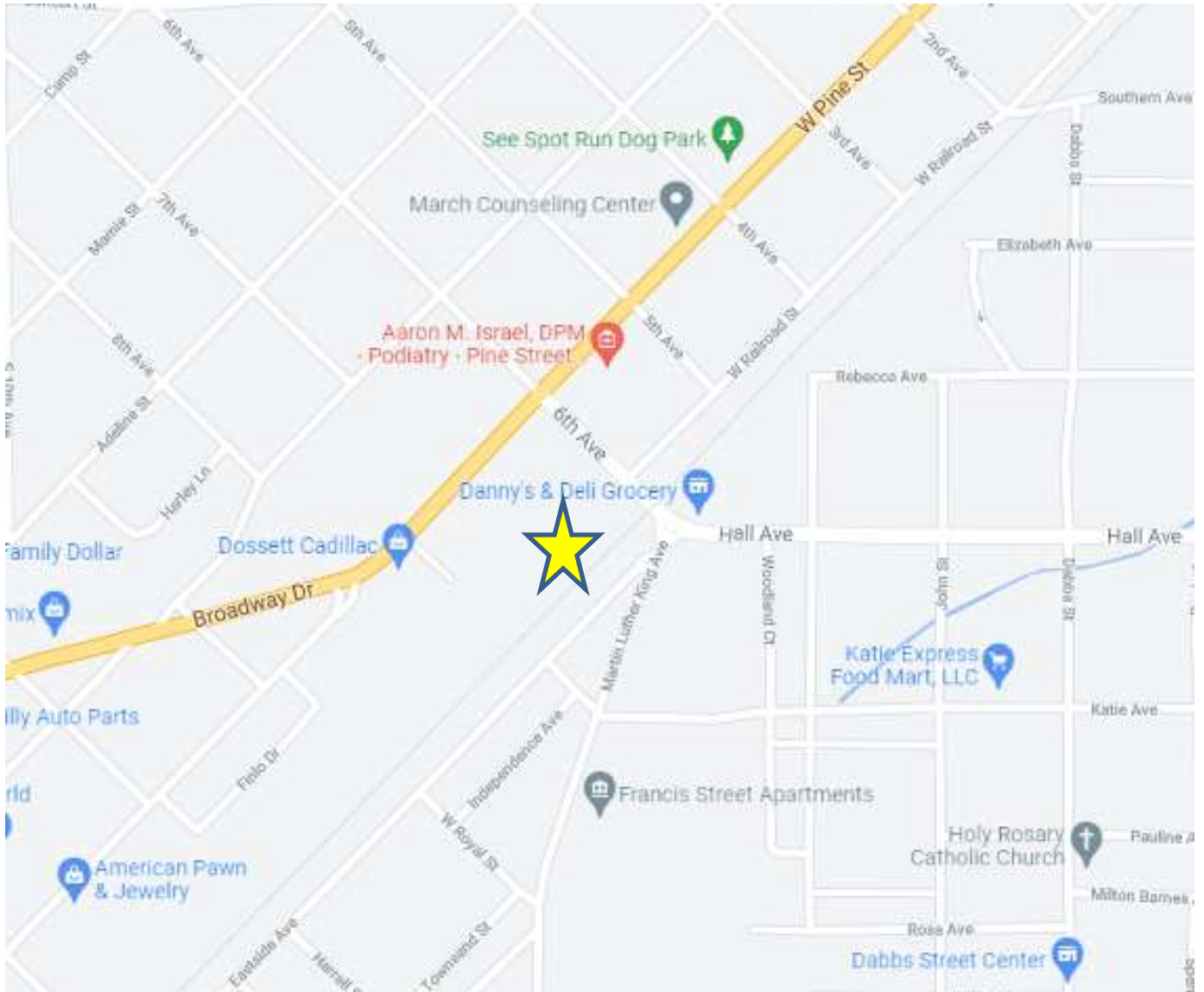


Additional view of the proposed right of way area.



Additional view of the proposed right of way area.

Location Map



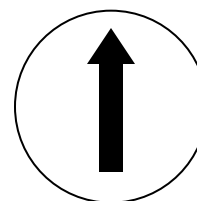
Sketch of Property¹⁷

AREAS

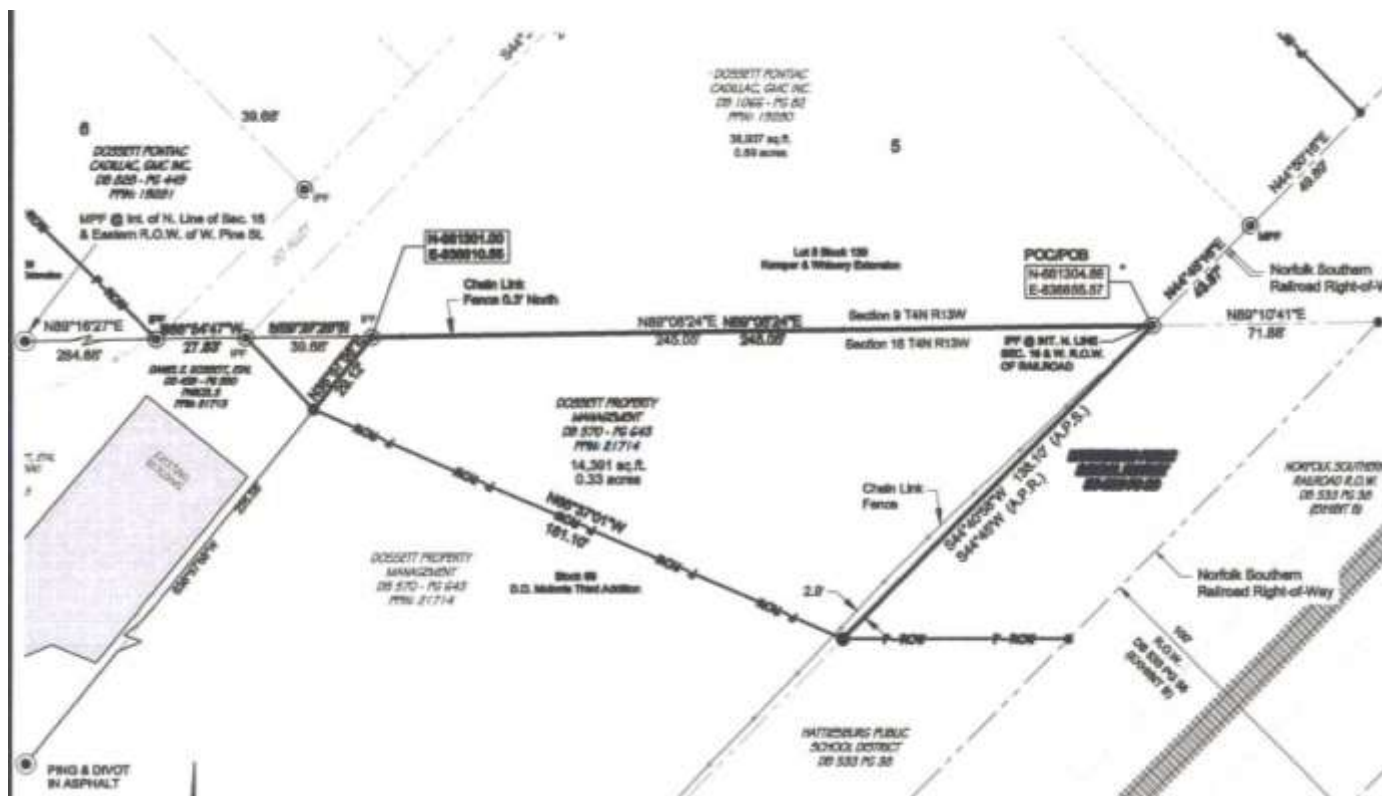
Area of Whole Tract - Before: 1.61 Acres

Area of Remaining Tract - After: 1.28 Acres

Area to be Acquired: 0.33 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No.
Addenda

PPIN# 21714

Project No. 108639-81100

Page 7

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

DESCRIPTION OF SURVEY AREA
DOSSETT PROPERTY MANAGEMENT, LLC
PPIN# 21714

A part of Block 66 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-100^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 36, for a distance of 138.10 feet to an iron pin set; thence run North 66 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 57 minutes 58 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 89 degrees 06 minutes 24 seconds East for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
6552 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
PROPERTY OWNER:
Dossett Property Management
PPIN: 21714

OCE NO.: 76242058
SCALE: 1" = 30'
DATE: 1/20/2022
CHECKED: JB
DRAWN: RTB
SHEET 1 OF 1

Drawing Location: C:\Users\ronni\Documents\SDR\PROJ-2021\SDR\PROJ-2021\76242058 - Hall Ave West BUILD Project\RTB\RCW Model_RTB.dwg

DESCRIPTION OF SURVEY AREA

DOSSETT PROPERTY MANAGEMENT

PPIN# 21714

A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 38, for a distance of 138.10 feet to an iron pin set; thence run North 66 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 57 minutes 58 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 89 degrees 08 minutes 24 seconds East for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.

Legal Description(s)
(attached)

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg, Mississippi	Dossett Property Management General Partnership
200 Forrest Street	1058 West Pine Street
Post Office Box 1898	Hattiesburg, MS 39401
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: 601-602-8171

WARRANTY DEED

INDEXING INSTRUCTIONS: **Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi**

Initial _____

OWNER NAME
106993-701000
PARCEL

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, Dossett Property Management, by and through D.E. Dossett and Rudy B. Dossett, Jr., General Partners, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run South 44 degrees 40 minutes 48 seconds West along the former railroad right-of-way, now being the west line of Hattiesburg Public School District property described in Deed Book 533 Page 38, for a distance of 138.10 feet to an iron pin set; thence run North 66 degrees 37 minutes 01 seconds West for a distance of 181.10 feet to an iron pin set; thence run North 38 degrees 57 minutes 58 seconds East for a distance of 29.12 feet to an iron pin found on the north line of said Section 16; thence run North 89 degrees 08 minutes 24 seconds East for a distance of 245.05 feet back to the Point of Beginning. Said parcel contains 14391 square feet, or 0.33 acres, more or less.

The grantor herein further warrants that the above described property is not homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns

Initial _____, _____, _____

Dossett Property Management
PARCEL 21714

are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the property described herein is "sixteenth section" land, and Grantors' conveyance is a conveyance of an unexpired portion of the sixteenth section lease for and to said property.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the ____ day of _____ A.D. 2022.

Dossett Property Management, A General Partnership

Signature _____

D.E. Dossett, General Partner

Signature _____

Rudy B. Dossett, Jr., General Partner

Initial _____, _____, _____

Dossett Property Management
PARCEL 21714

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this, ____ day of _____, 2022, within my jurisdiction, the within-named **D.E. Dossett**, who acknowledged that he/she is a **General Partner of Dossett Property Management**, a Mississippi general partnership, and that in said capacity, and that for and on behalf of said general partnership, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____, (NOTARY PUBLIC)

My commission expires: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Initial _____, _____, _____

Dossett Property Management
PARCEL 21714

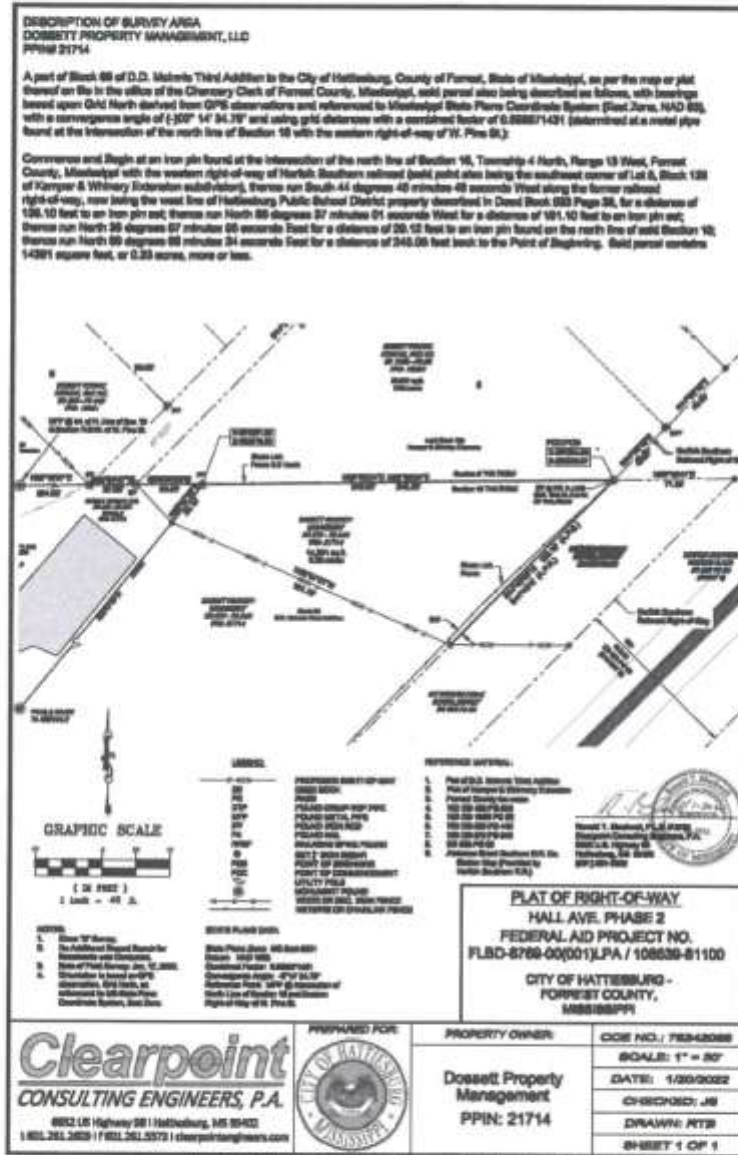
Personally appeared before me, the undersigned authority in and for said county and state, on this, ____ day of _____, 2022, within my jurisdiction, the within-named **Rudy B. Dossett, Jr.**, who acknowledged that he is a **General Partner of Dossett Property Management**, a Mississippi general partnership, and that in said capacity, and that for and on behalf of said general partnership, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____(NOTARY PUBLIC)

My commission expires: _____

Initial _____, _____, _____

Dossett Property Management
PARCEL 21714



Initial _____

Dossett Property Management
PARCEL 21714

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 6, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by DOSSETT
PROPERTY MANAGEMENT, located in Forrest County, Mississippi.
Parcel ID: 2-038C-16-328.00
PPIN: 21714

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be in the form of the unexpired portion of a Sixteenth Section Leasehold Interest vested in **DOSSETT PROPERTY MANAGEMENT, A PARTNERSHIP**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE

2. County and state ad valorem taxes for the years 2018, 2019, 2020 and 2021 have been paid. There is also a current liability for 2022 taxes which constitutes a lien on the subject property which will be due on January 1, 2023, and which will not be in default until on or after February 1, 2023.

PPIN: 21714

Amount: \$4502.86

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed, , including any allegations of forged or fraudulent contract, deed or other instruments affecting title or whether or not documents in the chain of title were executed to or from a party of sound and disposing mind or a nonexistent corporation, person or entity, or whether or not a person signing for or on behalf of a corporation, unincorporated association, or another person in a representative capacity was duly authorized to execute any documents in the chain of title in such capacity.
11. Subject to the Land Development Code of the City of Hattiesburg.
12. Subject to the terms and conditions of that certain ninety-nine-year Sixteenth Section Land Lease between the Board of Supervisors of Forrest County, Mississippi (Lessor) and Jessie Alice McInnis (Lessee), entered into as of the 7th day of July, 1947, including, but not limited to, Grantor's reservation of rights to merchantable timber.
13. Subject to consequences of any allegations or determination that the lease under which title is being claimed is in violation of Article 4, Section 95 of the Mississippi Constitution of 1890, or

that the statutory procedure as set forth by the legislature was not followed at the time the lease was executed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **The City of Hattiesburg, a Municipal Corporation**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **November 24, 2021, at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **DOSSETT PROPERTY MANAGEMENT, A PARTNERSHIP**, is the holder of leasehold interest in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

A handwritten signature in blue ink, appearing to read 'JT' or 'J. Tullos', written in a cursive style.

Joseph R. Tullos

JRT/mb

EXHIBIT "A"
2-038C-16-328.00 (PPIN: 21714)

County of Forrest, State of Mississippi, to-wit:

Beginning at the point of intersection of the Northern boundary line of Section 16, Township 4 North, Range 13 West, and the Western Boundary line of the right of way of the New Orleans and Northeastern Railroad Company, which is the point of beginning; and from said point of beginning run in a Southwesterly direction along the Western Boundary line of the New Orleans and Northeastern Railroad Company right of way a distance of 455.25 feet; thence run in a Northwesterly direction at right angles with the right of way of said New Orleans and Northeastern Railroad Company, a distance of approximately 429 feet to the Southeasterly Boundary line of West Pine Street; thence in a Northeasterly direction along the Southeast boundary line of West Pine Street a distance of 40 feet; thence at right angles with West Pine Street and the right of way of the New Orleans and Northeastern Railroad Company run in a Southeastern direction a distance of 273 feet; thence run in a Northeasterly direction parallel with West Pine Street and the right of way of the New Orleans and Northeastern Railroad Company a distance of 273 feet; or to the Northern boundary line of said Section 16, Township 4 North, Range 13 West; thence East along the Section line, being the North boundary line of Section 16, Township 4 North, Range 13 West, to the Point of Beginning.

The interest of Grantor in said property consists of an unexpired portion of a 99 year lease to said property, it being agreed and understood by Grantee that the property is 16th section school land property and the Grantor conveys no greater interest than is contained in the unexpired portion of said 16th section land lease.

																																																																					
Forrest County, MS Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Paper, Digital and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assignors shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.  Forrest County Tax Assessor/Collector 601 Main St Hattiesburg, MS 39401 (601) 582-6228	<table border="0"> <tr> <td>PPIN#</td> <td>21714</td> </tr> <tr> <td>PARCEL_ID</td> <td>2-G38C-16-328.00</td> </tr> <tr> <td>OWNERNAME</td> <td>DOSSETT PROPERTY MANAGEMENT</td> </tr> <tr> <td>ADDRESS1</td> <td></td> </tr> <tr> <td>ADDRESS2</td> <td>P O BOX 1567</td> </tr> <tr> <td>CITY</td> <td>HATTIESBURG</td> </tr> <tr> <td>STATE</td> <td>MS</td> </tr> <tr> <td>ZIP</td> <td>39403</td> </tr> <tr> <td>SECTION</td> <td>16</td> </tr> <tr> <td>TOWNSHIP</td> <td>04N</td> </tr> <tr> <td>RANGE</td> <td>13W</td> </tr> <tr> <td>LEGAL 1</td> <td>9S INT N LN BLK 69 * W LN NO & NE RR R/W SW ALG RR R/W 455.25 FT NW 429 FT NE ALG SE LN PINE 40FT SE 278FT NE 278FT E TO 9S BLK 69 DB570 P643 5/84PREV #70628-42-001</td> </tr> <tr> <td>LEGAL 2</td> <td></td> </tr> <tr> <td>LEGAL 3</td> <td></td> </tr> <tr> <td>TAX_DIST</td> <td>1110</td> </tr> <tr> <td>CULT_ACI</td> <td>0</td> </tr> <tr> <td>CULT_ACI2</td> <td>0</td> </tr> <tr> <td>UNCULT_ACI</td> <td>0</td> </tr> <tr> <td>UNCULT_ACI2</td> <td>0</td> </tr> <tr> <td>TOTAL_ACI</td> <td>0</td> </tr> <tr> <td>CULT_VAL1</td> <td>116400</td> </tr> <tr> <td>CULT_VAL2</td> <td>0</td> </tr> <tr> <td>UNCULT_VAL1</td> <td>0</td> </tr> <tr> <td>UNCULT_VAL2</td> <td>0</td> </tr> <tr> <td>LAND_VAL</td> <td>116400</td> </tr> <tr> <td>IMP_VAL1</td> <td>0</td> </tr> <tr> <td>IMP_VAL2</td> <td>46120</td> </tr> <tr> <td>TOTALVALUE</td> <td>162520</td> </tr> <tr> <td>EXEMPT_CDD</td> <td>0</td> </tr> <tr> <td>HOMESTEAD</td> <td></td> </tr> <tr> <td>DEED_BOOK</td> <td></td> </tr> <tr> <td>DEED_PAGE</td> <td></td> </tr> <tr> <td>DEED_DATE</td> <td></td> </tr> <tr> <td>SITUATION</td> <td>0</td> </tr> </table>	PPIN#	21714	PARCEL_ID	2-G38C-16-328.00	OWNERNAME	DOSSETT PROPERTY MANAGEMENT	ADDRESS1		ADDRESS2	P O BOX 1567	CITY	HATTIESBURG	STATE	MS	ZIP	39403	SECTION	16	TOWNSHIP	04N	RANGE	13W	LEGAL 1	9S INT N LN BLK 69 * W LN NO & NE RR R/W SW ALG RR R/W 455.25 FT NW 429 FT NE ALG SE LN PINE 40FT SE 278FT NE 278FT E TO 9S BLK 69 DB570 P643 5/84PREV #70628-42-001	LEGAL 2		LEGAL 3		TAX_DIST	1110	CULT_ACI	0	CULT_ACI2	0	UNCULT_ACI	0	UNCULT_ACI2	0	TOTAL_ACI	0	CULT_VAL1	116400	CULT_VAL2	0	UNCULT_VAL1	0	UNCULT_VAL2	0	LAND_VAL	116400	IMP_VAL1	0	IMP_VAL2	46120	TOTALVALUE	162520	EXEMPT_CDD	0	HOMESTEAD		DEED_BOOK		DEED_PAGE		DEED_DATE		SITUATION	0
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JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 17, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by Daniel E.
Dossett and R. B. Dossett, Jr, located in Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in Daniel E. Dossett and R. B. Dossett, Jr., subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE
2. County and state ad valorem taxes for the years 2019, 2020 and 2021 have been paid. There is also a current liability for 2022 taxes which constitutes a lien on the subject property which will be due on January 1, 2023, and which will not be in default until on or after February 1, 2023.

PPIN: 21715
Amount: \$3462.20

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.
11. Subject to the Land Development Code of the City of Hattiesburg.
12. Subject to the terms and conditions of that certain ninety-nine-year Sixteenth Section Land Lease between the Board of Supervisors of Forrest County, Mississippi (Lessor) and Jessie A. McInnis (Lessee), entered into as of the 7th day of July, 1947, including, but not limited to, Grantor's reservation of rights to merchantable timber and also those between W. J. Morris (Lessee) and the Board of Supervisors of Forrest County, Mississippi, (Lessor) entered into as of the 12th day of October, 1948 and between F. M. Tatum and the Board of Supervisors of Forrest County, Mississippi (Lessor) entered into as of the 17th day of April 1952.
13. Subject to consequences of any allegations or determination that the lease under which title is being claimed is in violation of Article 4, Section 95 of the Mississippi Constitution of 1890, or that the statutory procedure as set forth by the legislature was not followed at the time the lease was executed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does

not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **City of Hattiesburg**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **January 12, 2022 at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **DANIEL E. DOSSETT AND R. B. DOSSETT, JR.**, is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

Joseph R. Tullos

JRT/mb

EXHIBIT "A"

PARCEL NUMBER ONE: A part of Block Sixty-nine (69) of the D. D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to-wit:

Beginning at the point of intersection of the North boundary line of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, with the western boundary line of the right of way of the New Orleans and Northeastern Railroad Company, and run thence in a southwesterly direction along the Western boundary line of the right of way of the New Orleans and Northeastern Railroad Company 717.75 feet, and run thence in a Northwesterly direction at right angles to the right of way of the New Orleans and Northeastern Railroad Company and at right angles to Pine Street 179 feet to a point, which is the point of beginning of the parcel of land herein described, and from said point of beginning continue in a northwesterly direction at right angles to the right of way of the New Orleans and Northeastern Railroad Company and at right angles to Pine Street 250 feet, to the southeasterly boundary line of Pine Street, thence run in a northeasterly direction along the southeasterly boundary line of Pine Street 262.5 feet, run thence in a southeasterly direction at right angles to the right of way of the New Orleans and Northeastern Railroad Company and at right angles to Pine Street 250 feet and run thence in a southwesterly

direction 262.5 feet to the point of beginning, the same being a parcel of land with a frontage of 262.5 feet on the southeasterly side of Pine Street, and extending back between parallel lines a distance of 250 feet, and being located in and forming a part of the North half of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, the same being a leasehold interest for a term of 99 years from October 12, 1948, under a lease to W. J. Morris, Jr., from the Board of Supervisors of Forrest County, Mississippi, which lease is recorded in Land Deed Record Book 102 at Pages 563-5 on file in the office of the Chancery Clerk of Forrest County, Mississippi, and which lease covers the Northwest 200 feet of the above parcel of land and the southeast 50 feet of the above parcel of land being a leasehold interest for a term of 99 years from July 7, 1947, under a lease to Jessie A. McInnis from the Board of Supervisors of Forrest County, Mississippi, and which lease is recorded in Land Deed Record Book 96 at Page 468 on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO:

PARCEL NUMBER TWO: A part of Block Sixty-nine (69) of the D. D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, which addition is a part of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the point of intersection of the Northern boundary line of Section 16, Township 4 North, Range 13 West, and the western boundary of the right of way of the New Orleans and Northeastern Railroad Company from which point run in a southwesterly direction along the western boundary line of the New Orleans and Northeastern Railroad Company a distance of 455.25 feet, for a point of beginning, and from said point of beginning continue in a southwesterly direction along the western boundary line of said right of way a distance of 262.5 feet, thence run in a northwesterly direction at right angles with said right of way a distance of 179 feet, thence run in a northeasterly direction at right angles with the last named course and parallel with said right of way a distance of 262.5 feet, run thence in a Southwesterly direction and at right angles with said right of way a distance of 179 feet to the point of beginning, the same being a leasehold interest for a term of 99 years from July 7, 1947, under a lease to Jessie A. McInnis from the Board of Supervisors of Forrest County, Mississippi, which lease is recorded in Land Deed Record Book 96 at Page 468 on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO:

PARCEL NUMBER THREE: A part of Block Sixty-nine (69) of D. D. McInnis Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi,

as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the point of intersection of the Section line dividing Sections Nine (9) and Sixteen (16), in Township Four (4) North, Range Thirteen (13) West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and the property line on the southeast side of West Pine Street of the City of Hattiesburg, Mississippi, and run thence southwesterly along said property line 2.75 feet, run thence to the left and at right angles with West Pine Street 76.08 feet to the point of beginning, thence continue in the same direction 196.92 feet, run thence left with an interior angle of 84 degrees and 34 minutes for a distance of 253 feet to the said Section line dividing Sections Nine (9) and Sixteen (16), thence to the left and with an interior angle of 50 degrees and 59 minutes along said Section line 246.63 feet, thence run parallel with West Pine Street, southwesterly 76.35 feet to the point of beginning, lying and being situated in Section Sixteen (16), Township Four (4) North, Range Thirteen (13) West, in said Forrest County, Mississippi, being leasehold property for a period of 99 years from April 17, 1952




Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN: PARCEL_ID: OWNERNAME: ADDRESS1: ADDRESS2: CITY: STATE: ZIP: SECTION: TOWNSHIP: RANGE: LEGAL1: LEGAL2: LEGAL3: TAX_DIST: CULT_AC1: CULT_AC2: UNCULT_AC1: UNCULT_AC2: TOTAL_AC: CULT_VAL1: CULT_VAL2: UNCUL_VAL1: UNCUL_VAL2: LAND_VAL: IMP_VAL1: IMP_VAL2: TOTALVALUE: EXEMPT_CODE: HOMESTEAD: DEED_BOOK: DEED_PAGE: DEED_DATE: SITUS_ADDR:	21714 2-038C-16-328.00 DOSSETT PROPERTY MANAGEMENT P O BOX 1667 HATTIESBURG MS 39403 16 04N 13W BG INT N LN BLK 69 * W LN NO & NE RR R/W SW ALG RR R/W 455.25 FT NW 429 FT NE ALG SE LN PINE 40FT SE 273FT NE 273FT E TO BG BLK 69 DB570 P643 6/86PREV #H0628-42-001 1110 0 0 0 0 0 0 0 0 0 116400 0 0 0 0 0 116400 0 46120 162520 0 0
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Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Dossett Property Management	Legal

Business Information

Business Type:	General Partnership
Business ID:	1011906
Status:	Good Standing
Effective Date:	11/30/2012
State of Incorporation:	Mississippi
Principal Office Address:	1058 W Pine Street Hattiesburg, MS 39401

Registered Agent

Name
Dossett, D. E. 1058 W Pine Street Hattiesburg, MS 39401

Officers & Directors

Name	Title
D. E. Dossett 1058 W Pine Street Hattiesburg, MS 39401	Partner
Rudy B. Dossett Jr 1058 W Pine Street Hattiesburg, MS 39401	Partner



Property Link

FORREST COUNTY, MS

Current Date 2/9/2022

Tax Year 2021

Records Last Updated 2/9/2022

PROPERTY DETAIL

OWNER DOSSETT PROPERTY
MANAGEMENT
P O BOX 1667

ACRES : **NA**

LAND VALUE : 116400

IMPROVEMENTS : 46120

TOTAL VALUE: 162520

ASSESSED : 24378

HATTIESBURG MS 39403

PARCEL 2-038C-16-328.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	1596.76	1596.76	0.00
CITY	1295.20	1295.20	0.00
SCHOOL	1610.90	1610.90	0.00
TOTAL	4502.86	4502.86	0.00

LAST PAYMENT DATE 12 / 21 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	BG INT N LN BLK 69 * W LN NO &
HOMESTEAD CODE None		NE RR R/W SW ALG RR R/W 455.25
TAX DISTRICT 1110		FT NW 429 FT NE ALG SE LN PINE
PPIN 021714		40FT SE 273FT NE 273FT E TO BG
SECTION 16		BLK 69 DB570 P643 6/86
TOWNSHIP 04N		PREV #:H0628-42-001
RANGE 13W		MCINNIS D D 3RD ADD

Book

Page

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

View Appraisal Record

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/9/2022

Tax Year 2021

APPRaisal INQUIRY
PARCEL 2-038C-16-328.00 **ALT PARCEL NUMBER** 230 -0628-069-001.00
PPIN 021714 **SKETCH** 1 [VIEW](#)
OWNER NAME DOSSETT PROPERTY MANAGEMENT
 P O BOX 1667
 HATTIESBURG MS39403

PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/1/1982
CLASSIFIED BY CH DATE: 1/1/1982
REVIEWED BY O/S DATE: 5/21/2009
REALTOR CODE

LEGAL DESCRIPTION
 1 BG INT N LN BLK 69 * W LN NO &
 2 NE RR R/W SW ALG RR R/W 455.25
 3 FT NW 429 FT NE ALG SE LN PINE
 4 40FT SE 273FT NE 273FT E TO BG
 5 BLK 69 DB570 P643 6/86
 6 PREV #:H0628-42-001

Block 069 Section 16 Township 04N Range 13W

LOT INFORMATION
LOT CODE 0628 **LOT SIZE** **LOT VALUE** 116400

CODE	FRONT FT DEPTH	PRICE	DEPTH TABLE DEPTH %	ADJ. %	DESCRIPTION	ADJ PRICE	APPRAISED CLASS
OVER	1.00	116400.00	99	1.00	1.00	116400.00	116400 1

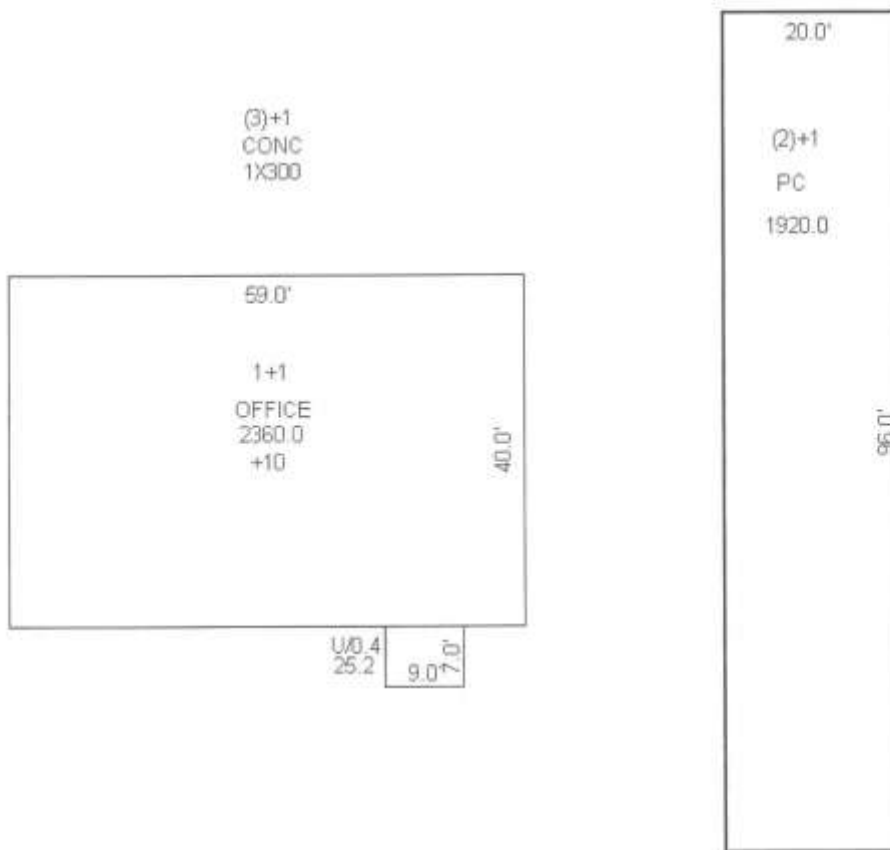
ACRE INFORMATION
ACRES TYPE DUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 116400
LAND USE CODE CLASS 1 6730 POSTAL FUNCTION
LAND USE CODE CLASS 2 6730 POSTAL FUNCTION

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	030	OFFICE	39610	N
002	007	CARPORT	6180	N
003	017	CONCRETE PAVING	330	N

TOTAL PARCEL VALUE 162520


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Sketch by Apex I/M



Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/9/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-328.00 ALT PARCEL NUMBER 230 -0628-069-001.00

PPIN 021714

SKETCH 1

OWNER NAME

DOSSETT PROPERTY MANAGEMENT

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	CB PLAIN 8"
ROOF TYPE	BARJST/RIDG INS
ROOF MATERIAL	BUILT UP T & G
FLOORS	VINYL TILE
INTERIOR	PLAS&FURR
PLUMBING	AVERAGE
ELECTRIC	AVERAGE
	FHA/AC (OFF)

BASIC AREA	2360
UNITS: CONST	97
CLASS D CLASS UNITS	
= TOTAL UNITS	97
X RATES: BASE 38.41 ADJ.	37.26
X INDEX 1,130 COST/SF	42.10
X ADJUSTED AREA	2385
= BASIC COST	100409
+ EXTRA FEATURES	23363
= ADJUSTED COST	123772
DEPRECIATION:	
STRAIGHT	38
ADDITIONAL	- 6
OVERRIDE	
X CONDITION	32 %
= DEPRECIATED COST	39607
X NUMBER OF BUILDINGS	1
FINAL VALUE	39610
OVERRIDE VALUE	
YEAR BUILT	1960
OVERRIDE REASON	

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FORREST COUNTY, MS

Current Date 2/ 9/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-328.00 ALT PARCEL NUMBER 230 -0628-069-001.00

PPIN 021714

SKETCH 1

OWNER NAME

DOSSETT PROPERTY MANAGEMENT

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 007 CARPORT

YEAR BUILT: 1960

QUALITY: G (L=Low Cost, A=Average, G=Good)

RATE: 11.39

LOCATION INDEX: 1.130

SQUARE FOOT COST: 12.87

BASE AREA: 1920

ADJUSTED AREA: 1920

REPLACEMENT COST: 24710

CONDITION: 25

DEPRECIATED COST: 6178

FINAL VALUE: 6180

COMMENT:

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FORREST COUNTY, MS

Current Date 2/9/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-328.00 ALT PARCEL NUMBER 230 -0628-069-001.00

PPIN 021714

SKETCH 1

OWNER NAME

DOSSETT PROPERTY MANAGEMENT

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 017 CONCRETE PAVING

YEAR BUILT: 1960

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 2.78

LOCATION INDEX: 1.130

SQUARE FOOT COST: 3.14

BASE AREA: 300

ADJUSTED AREA: 300

REPLACEMENT COST: 942

CONDITION: 35

DEPRECIATED COST: 330

FINAL VALUE: 330

COMMENT:

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Fencing Quote

PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg
P. O. Box 1167
Hattiesburg, MS 39403
Phone: 601-583-0516
Fax 601-583-4990



"The Name that Secures Your Trust"
www.jefcoattenceofhattiesburg.com

QUOTE IS VALID FOR 15 DAYS.

Company	George null collins	From	Kenny Smith
		Date:	11/8/2021
Fax/Email		Cell Phone:	601 408 3303
Re:		Email:	kenny@jefcoattenceofhattiesburg.com

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide materials and labor as follows to install:

Install 250' of 6' black vinyl chainlink amount\$6800.71

Install 100' of 2- strand barbwire amount\$1599.65

Thank you
Kenny Smith
Asst. Manager 601-408-3303

ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____ Signature: _____

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 21715
Owner	Daniel E. Dossett, et al / Hattiesburg School District
Occupied / Leased	Leased
County	Forrest
Project Number	108639-8110
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/27/2022
Review Report Date	3/09/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Certificate of Review Appraiser	9

Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Daniel E. Dossett, et al / Hattiesburg School District
Parcel No:	PPIN # 21715
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/27/2022	Report Date: 02/23/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.85 Acres
	☐ Easement	Area of Remaining Tract 0.84 Acres
	☒ Other	Area to be Acquired 0.01 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 21715 Project No. 108639-81100

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/27/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple with allocation to the leasehold and leased fee estates	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$74,055	\$71,870	\$2,185
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an improved urban tract of land located south side of Hall Avenue and east of West Pine Street located in part of Block 69 of the D.D. McInnis Third Survey of the city of Hattiesburg situated within Section 16, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID number is PPIN # 21715. Note; the subject property is part of a 16th Section Lease that was a paid-up lease with a 99-year lease term with approximately 29.2 years remaining. This equates to approximately 30% of the lease remaining. Hence; for appraisal purposes, the property will be valued in fee with 30% of the land value allocated to the leased fee interest and improvements with the remaining value or 80% going to the school board or leasehold interest. The total property consists 0.85 Acres or 37,026 sq. ft.± (0.85 x 43,560) consisting one tax parcel improved with a portion of a car dealership (Dossett GMC.) The subject property is currently improved with a portion of a car dealership being a 6,560 sq. ft. more or less metal building. Related site improvements include paved parking and curbing and fencing. The building and related improvements excluding the fencing within the acquisition area were considered to be far removed from the proposed ROW and not adversely affected by the acquisition; hence, was not discussed in detail or valued at this time. Related site improvements consists of paved drives and parking. It should be noted that some of the fencing is within the existing right of way. The subject property's larger parcel consists of a total of 0.85 acres more or less or 37,026 sq. ft.± being irregular in shape as shown by the plat provided. Reportedly, the subject property has approximately 40 linear feet of	

Parcel No. PPIN # 21715

Project No. 108639-81100

frontage along West Pine Street; however, said frontage is within the ownership of a related entity. The subject is accessible from West Pine Street via 7th Avenue, a paved private road according to tax records.

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being irregular in shape. The property enjoys access from West Pine Street via 7th Avenue with approximately 273 linear feet of frontage. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned B-3; Community Business District by the city of Hattiesburg. This zoning allows for primarily commercial uses. Hence, the property is currently a legally conforming property. Adjacent land uses consist of other improved commercial properties, and vacant land.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be its current use or commercial. The highest and best use as improved was considered not applicable; however, would be the same as vacant.

The acquisition area consists of 0.01 acres more or less or 447 sq. ft.±. Site improvements within the acquisition area consists of 40 linear feet of cyclone fencing.

In the after condition 0.84 acres more or less or 36,589 sq. ft.± will remain. The main improvements were not considered as they were removed from the proposed acquisition – approximately 35 linear feet or more at the closest point. The existing access from West Pine Street will remain. The roadway in the area of acquisition will be elevated due to the bridge crossing over the existing railroad. The appraiser indicated that he researched proximity of other commercial properties and found that these improvements were 30 linear feet or less from existing ROW; hence, no adverse effects were found for the remaining improvements. Damages were considered; however, the only damage item was a cost to cure item for 40 linear feet of cyclone fence. After the cost to cure, the property will reportedly be similar in the after condition as in the before condition.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rational for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. The appraiser gave an Acquisition Guide and other materials related to the subject property to a representative of the school board as well as Mr. Dossett. The appraiser met with Mr. Dossett and the school board representative at different times; however, the appraiser made a detailed inspection of the subject property after meeting with Mr. Dossett. The appraisal was completed as an Appraisal Report of Land; which is the correct format as the main improvements were not valued in the before condition or after condition as they were determined not to be adversely affected by the proposed ROW. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land only" was being valued. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being for vacant land being limited. The only approach developed within the appraisal was the Sales Comparison Approach. The market data for the property as vacant with minor site improvements was adequate to provide a reliable value analysis. In the valuation of the subject's site identified consisting of 0.85 acres more or less or 37,026 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.35 acres± to as large as 1.70 acres±. The sales ranged in	

price per square foot from a low of \$1.02/sq. ft. to a high of \$2.85/sq. ft. having occurred between 10/20 and 07/21.

After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales which occurred in 2020 (L-6 & L-9) all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered similar to the subject property with all three (3) sales considered. Note; none of the sales were adjusted other than the market conditions adjustment previously discussed and a value was adopted via reconciliation of the sales utilized. For appraisal purposes, a unit value of \$2.00/sq. ft. was adopted or **\$74,055 RO.**

In the after condition, the same sales were utilized with the after value of the subject site considered similar as in the before condition. Hence, the same unit value in the before condition was adopted in the after condition or \$2.00/sq. ft. for 36,579 square feet for an adopted value of **\$73,155 RO.** The estimated cost to cures to replace 40 linear feet of fencing was deducted from the after value for a net indicated after value of **\$71,870.**

The cost to cure for the fence was estimated using a fence quote from Jefcoat Fence Company @ \$27.20/lf x 10% contingency and 7% tax for 40 linear feet or **\$1,285.** This estimate can be found in the addendum of the appraisal report.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$2,185.**

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the main improvements were not adversely affected, the appraiser completed a total before value of the subject property's site in the before and after condition. In the after condition, the cost to cure for the fencing to replace along the proposed ROW was deducted from the after-site value for a net indicated after land value. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition. The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as well as "land only" being valued.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$2,185.**

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$2,185 and is recommended as the basis for the establishment of the amount believed to be just compensation.

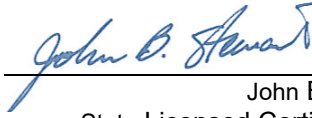
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 21715 (Hattiesburg School District)	\$630	\$0	\$0	\$630
PPIN # 21715 (Daniel E. Dossett, et al – Q1)	\$270	\$0	\$1,285	\$1,555
Total: Two Thousand One Hundred Eighty-Five Dollars				

Date
3/09/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$2,185.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 3/09/2022

Parcel No. PPIN # 21715

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Land with Improvements

Parcel Number(s)	2-038C-16-329.00 / PPIN #21715
Owner	Daniel E. Dossett, Etal / Hattiesburg Public School District
Vacant / Occupied / Leased	Leased
County	Forrest
Project Description	Hall Avenue West Project
Effective Date of the Appraisal	01/27/2022
Report Date	03/08/2022
Report Requested for	Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	Forrest County		
Owner(s):	Hattiesburg Public School District	Address:	P.O. Box 1667 / West Pine Street, Hattiesburg, MS 39403
Phone:	(601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager) and (601) 620-8509 (Dr. Michael Battle)		
Occupant(s):	Daniel E. Dossett, Etal	Address:	P.O. Box 1667 / West Pine Street Hattiesburg, MS 39403
Phone:	(601) 602-8171		

Estate Appraised:	☒ Fee ☐ Easement ☒ Quit-Claim	Area of Whole Tract Area of Remaining Tract Area to be Acquired	+/- 0.85 Acres +/- 0.84 Acres +/- 0.01 Acres
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Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	01/27/2022, 02/17/2022
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were given to the property owner during the property inspection on January 27 th , 2022. On Tuesday January 26 th , 2022, George Null contacted Daniel Dossett to set up an inspection for the subject property. On January 27 th , 2022, George Null, GA-679 met with Daniel Dossett at his car dealership office, and showed him a copy of the site plan, and explained to him the right of way process. We discussed the history of the property and the current use. He said that he had the property on the market in previous years and had some interested parties, but nothing ever transpired. I asked him what the most recent listing price was, and he stated that he could not recall, although he had had it recently appraised and wanted to see how our offer compared to that appraisal. We walked the proposed right of way and the remainder of the property and discussed the location of the new road. He was generally agreeable that the road was needed and that he wanted to sell the property. The subject of this report is the 16 th section land leased by Daniel E. Dossett, etal. I researched the Secretary of State website and there was no active lease information found. According to the title attorney this is a 99 year lease with approximately 29.2 years remaining on the lease. We walked the property and discussed the site improvements in the right of way. Improvements located in the acquisition area include a chain link fence along approximately +/- 40 feet of the north side of the acquisition area. In addition, I met with Mike Ainsworth (16 th Section Land Manager) on 2/17/2022. We did a similar inspection and discussed the School Board's interest. I documented this inspection with photographs found in this report.	
Contact Comments	Michael Ainsworth, 16 th Section Lands Manager (601) 264-6010 (Leased Fee)
Is the Property being Leased or Rented? ☒ Yes ☐ No	
Lessor: Hattiesburg Public School District	Lessee: Daniel E. Dossett, Etal
Terms: 99 year lease, expiring 04/07/2051	

Appraiser:		
(signature)	George Null, MAI	
(print name)	State Certified General Real Estate Appraiser, GA-679	
(license type)		

Date: 03/08/2022

Parcel No. <u>PPIN# 21715</u>	Project No. <u>108639-81100</u>
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Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038C-16-329.00 / PPIN #21715
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Property Owner: (Leased Fee) Hattiesburg Public School District (HPSD) Address: West Pine Street, Hattiesburg, MS 39403 Phone: (601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager) and (601) 620-8509 (Dr. Michael Battle)	Leasehold (Tenants) Daniel E. Dossett, Etal; Address: West Pine Street, Hattiesburg, MS 39403 Phone: (601) 602-8171
--	--

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is 16 th Section land located along the east side of West Pine Street. The property is partially located in Block 69 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple (with allocations to the leasehold and leased fee interests)	

Size of the Whole Tract (Before):	+/- 0.85 Acres
Size of the Remaining Parcel (After):	+/- 0.84 Acres
Size of the Area to be Acquired:	+/- 0.01 Acres or 447 square feet

Highest and Best Use Before (Whole Tract):	Commercial
Highest and Best Use After (Whole Tract):	Commercial

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 0.85 Acres
Highest and Best Use of the Larger Parcel(s)	Commercial

Unit Value of the Land (Before)	\$2.00/sf
Unit Value of the Land and Improvements (Before)	\$2.00/sf
Unit Value of the Land (After)	\$2.00/sf
Unit Value of the Land and Improvements (After)	\$2.00/sf

Improvements:	
Improvements located in the acquisition area included a chain link fence approximately +/- 40 feet long, on the north side of the acquisition area. These improvements will be removed in the after condition.	

Total Before Value:	\$74,055
Total After Value:	\$71,870
Just Compensation:	\$2,185

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i> As stated, the property has 29.2 years remaining on a 99 year lease or 29.5% of the initial term. This was rounded to a 30% interest in the land for the leasehold interest. <i>The Hattiesburg Public School District retains the remaining 70% interest in the land.</i> All improvement values were allocated to the leasehold interest.				
Parcel No.	Land	Improvements	Damages	Total
(Q1) Daniel E. Dossett, Etal	\$270	\$0	\$1,285	\$1,555
(W) Hattiesburg Public Schools	\$630	\$0	\$0	\$630

Effective Date of the Appraisal:	01/27/2022
Date of Report:	03/08/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 01/27/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$74,055</u>
Fair Market Value of the Remainder Property	After	<u>\$71,870</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$2,185</u>

as of 01/27/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 03/08/2022

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On January 27th, 2022, George Null, GA-679 met with Daniel Dossett at his car dealership office, and showed him a copy of the site plan, and explained to him the right of way process. We discussed the history of the property and the current use. He said that he had the property on the market in previous years and had some interested parties, but nothing ever transpired. I asked him what the most recent listing price was, and he stated that he could not recall, although he had had it recently appraised and wanted to see how our offer compared to that appraisal. We walked the proposed right of way and the remainder of the property and discussed the location of the new road. He was generally agreeable that the road was needed and that he wanted to sell the property. We walked the property and discussed the site improvements in the right of way. Improvements located in the acquisition area include a chain link fence along approximately +/- 40 feet in length on the north side of the

acquisition area. In addition, I met with Mike Ainsworth (16th Section Land Manager) on 2/17/2022. We did a similar inspection and discussed the School Board's interest. I documented this inspection with photographs found in this report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

"Fee Simple Estate" is defined as: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. "fee simple estate", (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple. It should be noted that the property is subject to a long term ground lease to Daniel E. Dossett, etal. A Quitclaim (Q) deed for Daniel E. Dossett, etal is being valued in this report.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress". (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>
The subject property is located along the east side of West Pine Street, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older commercial properties.	
Subject Location	☒ Urban ☐ Suburban ☐ Rural
Population Growth Rate	☐ Increasing ☒ Stable ☐ Decreasing
Primary Shopping/Trade Center – Area	<u>Hattiesburg</u>
Primary Shopping/Trade Center – County	<u>Forrest</u>
Nearest Employment Center	<u>Hattiesburg</u>

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>
The subject property is located along the east side of West Pine Street. West Pine Street is to the west and connects to Hall Avenue. Martin Luther King Avenue is to the east and connects with Hall Avenue. The Norfolk Southern railway abuts to the east side of the property. The traffic counts for Hall Avenue are 5,900, 1,600 for Martin Luther King Avenue, and 13,000 for West Pine Street. The surrounding uses are predominantly commercial and residential. The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.	
Neighborhood Zoning	☐ Res. ☒ Comm. ☐ Ind. ☐ Other ☐ None
Neighborhood Utilities	☒ Elec. ☐ Gas ☒ Water ☒ All ☐ Part ☒ Sewerage ☐ Other
Neighborhood Imp's	☒ Storm Sewer ☒ Crb/Gtr ☒ Sidewalk ☒ Street Lights ☐ Other
Schools	Hattiesburg Public Schools & William Carey University to the south
Recreational Facilities	
Fire	Hattiesburg
Police	Hattiesburg
Other	

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

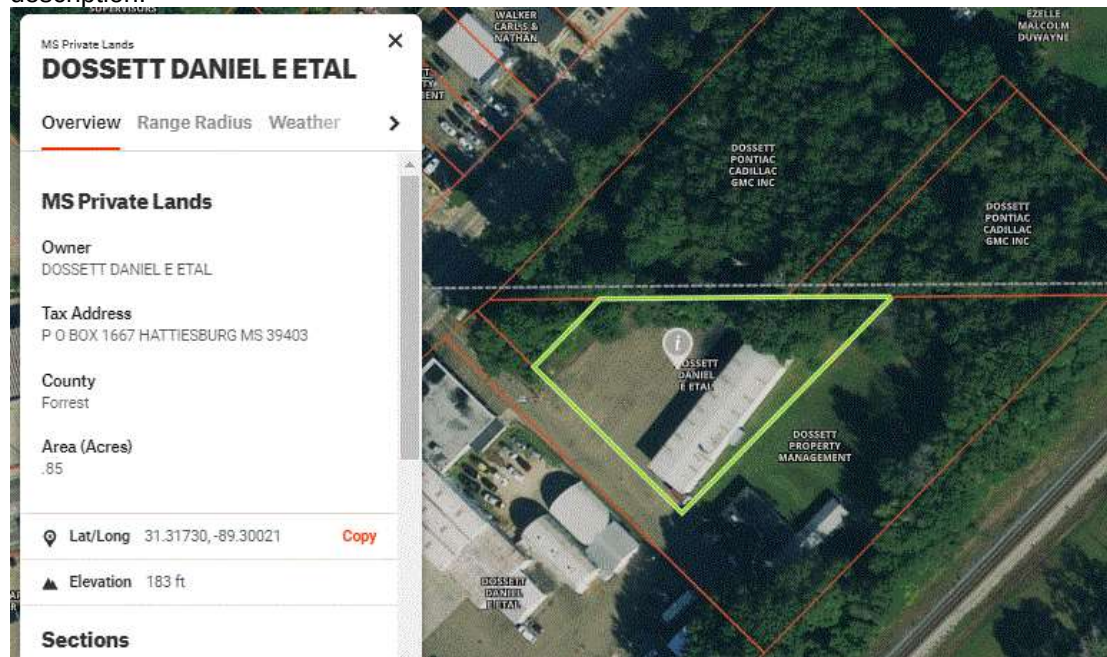
Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Commercial land for a car dealership (Dossett GMC)

Legal Description of the Total Ownership: +/- 0.85 Acres or +/- 37,026 sf effecting one parcel (PPIN#'s 21715) located in a part of Block 69 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.



Location: The subject property is located east of West Pine Street and south of Hall Avenue along the north side of 7th Avenue in Hattiesburg, Forrest County, Mississippi. West Pine Street is a busy corridor with several older commercial uses in the downtown area of Hattiesburg. Hall Avenue is a busy corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is irregular in shape with access along West Pine Street. The property contains approximately +/- 0.85 acres and is contained in one tax parcel. The dimensions are roughly 246' x 270' in a triangular shape.

Frontage/Access: The adjoining property has +/- 40' of frontage along West Pine Street. The subject property adjoins this property owned by the school board and Dossett Property Management, LLC and for these reasons it was considered to have access along its western border. The subject property has approximately 273 feet of access along 7th Avenue (a private road shown on the Forrest County Tax Map). This public paved road provides good access to West Pine Street.

Topography: The subject property is a fairly level lot and is not located in a flood zone area or designated wetlands.

Parcel No. PPIN# 21715

Project No. 108639-81100

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Ave. West Project



February 9, 2022

Wetlands

Estuarine and Marine Deepwater	Freshwater Emergent Wetland	Lake
Estuarine and Marine Wetland	Freshwater Forested/Shrub Wetland	Other
	Freshwater Pond	Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

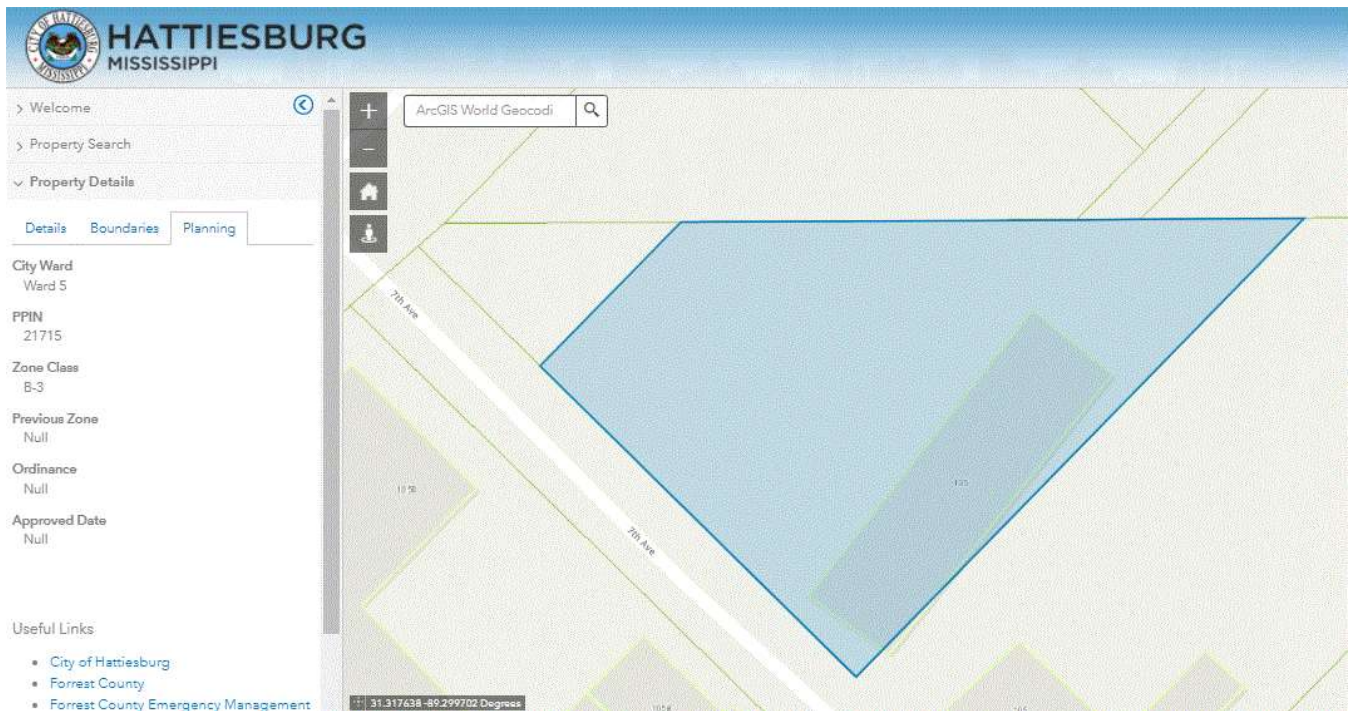
National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Parcel No. PPIN# 21715

Project No. 108639-81100

Use Restrictions: The property is zoned B-3, Community Business District by the City of Hattiesburg. This zoning allows for primarily commercial uses. Please see the addend of this report for the full zoning ordinances.



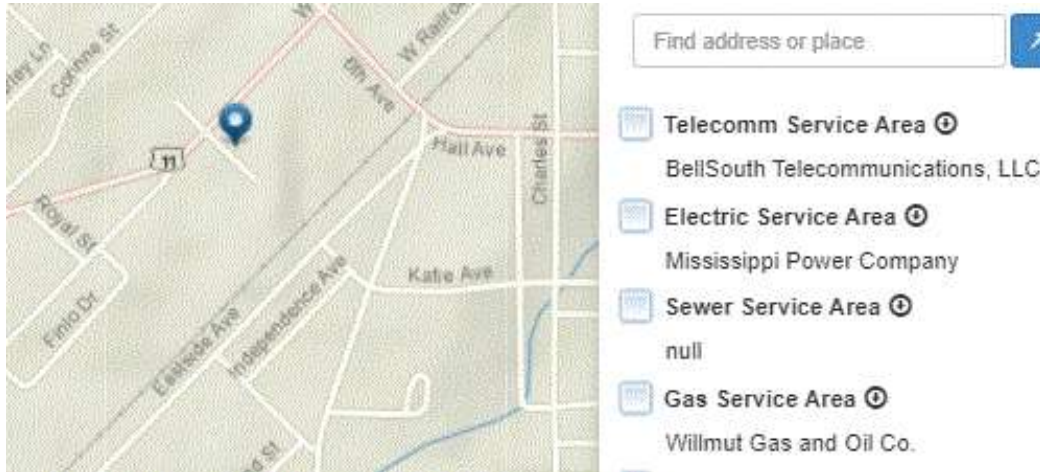
4.5.10 B-3 Community Business District.	
Description and Purpose.	Characteristic Development Type
The purpose of the B-3 District is to provide for retail, <u>personal service</u>, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: The property is improved with a chain link fence that is located in the proposed right of way and is approximately 40 feet in length and runs along the north side of the acquisition area. Other improvements include a +/- 6,560 sf metal building, and concrete and asphalt paving. The building and paving are not located within the proposed acquisition area and are therefore, not valued in this appraisal report.

Adjacent Land Uses: Commercial (Car Dealership)

Easements/Encumbrances: None

Utilities:



Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in an older commercial area of Hattiesburg, with scattered commercial and older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated. The building located on the subject property was built in 1971, according to the Forrest County Tax Assessor's website.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.85 acres or +/-37,026 sf contained on PPIN#21715. The acquisition crosses the northern portion of the parcel. The proposed right of way will be 35 feet from the building in the after condition.

Following the acquisition, there will be +/- 0.84 acres or +/- 36,579 sf remaining on the Daniel E. Dossett, Etal property, that is the subject of this report.

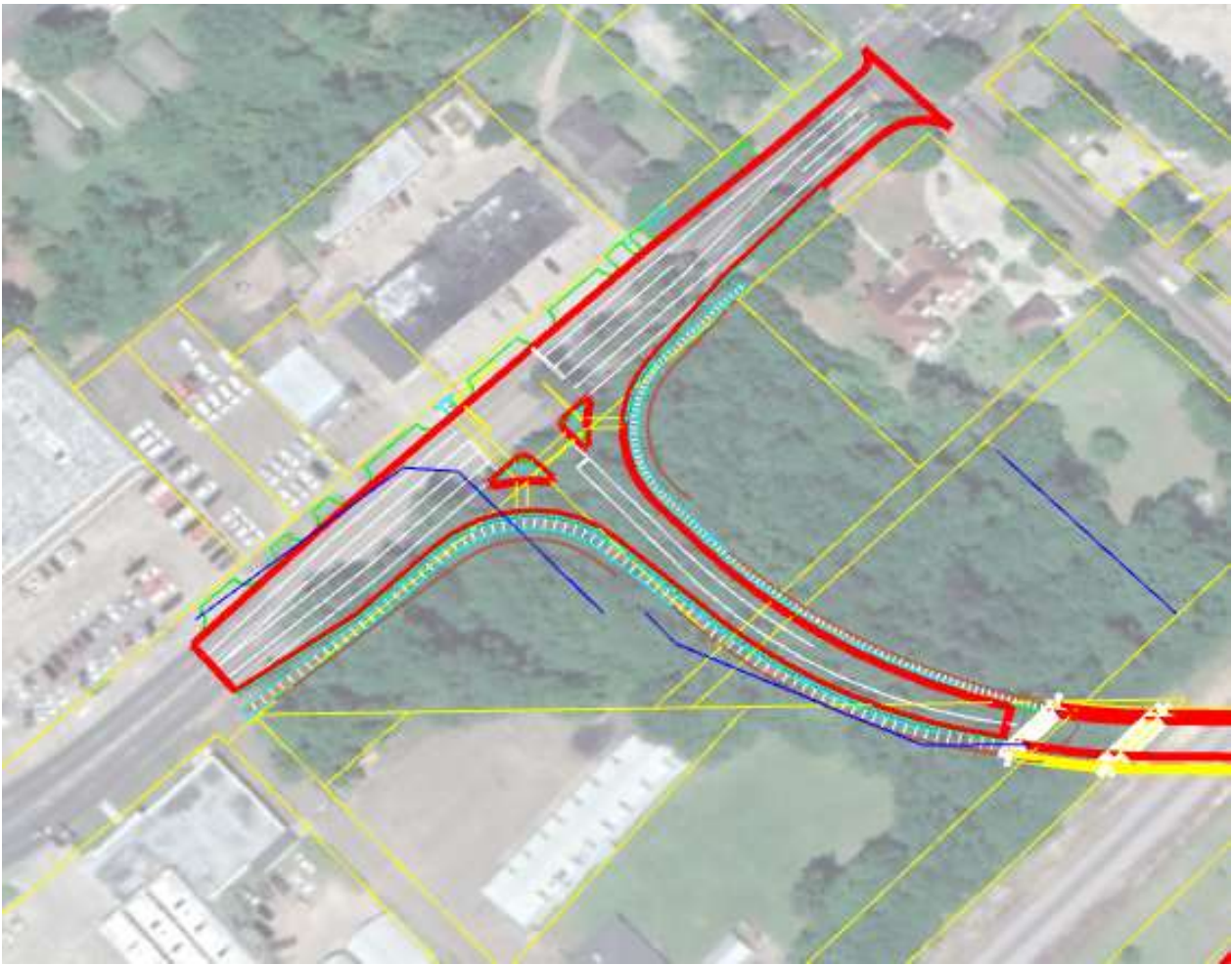
Dimensions/Area/Shape: The fee simple acquisition area contains a +/- 0.01 acres or +/- 447 sf area contained in one irregularly shaped parcel. The dimensions are 40' x 26' x 21', more or less.

Site Improvements: The property is improved with a chain link fence along approximately 40 feet of the north side of the acquisition area. In addition, there is paving, a metal building and miscellaneous site improvements outside the right of way.



A photo of the property and acquisition area is shown above.

Rights to be Acquired for Each Parcel: Fee Simple



View of proposed right of way project.

SURVEY

DESCRIPTION OF SURVEY AREA
DANIEL E. DOSSETT, ETAL
PPIN# 21715

A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence at a metal pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forest County, Mississippi with the eastern right-of-way of W. Pine St. (said point also being the southwest corner of Lot 8, Block 138 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 16 minutes 27 seconds East along the north line of said Section 16 for a distance of 284.66 feet to an iron pin found at the southeast corner of said Lot 6; thence run North 88 degrees 54 minutes 47 seconds East for 27.83 feet to an iron pin found at the southwest corner of Lot 5 of said Kamper & Whinery Extension subdivision, to and for the Point of Beginning; thence run North 89 degrees 37 minutes 29 seconds East along the north line of said Section 16 for a distance of 39.68 feet to an iron pin found; thence run South 38 degrees 57 minutes 56 seconds West along the east line of that property described in Deed Book 459 Page 590 (Parcel 3) for a distance of 29.12 feet to an iron pin set; thence run North 43 degrees 40 minutes 39 seconds West for a distance of 30.95 feet back to the Point of Beginning. Said parcel contains 447 square feet, or 0.01 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.

5652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PROPERTY OWNER:

Daniel E. Dossett, ETAL
PPIN: 21715

CCE NO.: 78242058

SCALE: 1" = 30'

DATE: 1/20/2023

CHECKED: JS

DRAWN: RTB

SHEET 1 OF 1

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel and subject property of this report will have +/- 0.84 acres remaining.

Frontage/Access:



- Topography:** Same as in before condition.
- Flood Plain and Drainage Data:** Same as in before condition.
- Use Restrictions:** Same as in before condition.
- Off-Site Public Improvements:** Same as in before condition.
- Easements/Encumbrances:** Same as in before condition.
- Utilities:** Same as in before condition.

Comments:	Include additional narrative, as needed.
There will be an elevated bridge with a clear height of approximately 19 feet constructed in the proposed right of way. The proposed right of way will be at about 35 feet at its closest point. This will carry traffic from Hall Avenue over the existing railroad. I researched proximity of existing commercial buildings that had sold in the area and found that many are 35 feet or less from the existing right of way, thus this is typical for the market and no damages were indicated.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.85 acres of land and the effected site improvements. The building on the property was not affected and not valued in this report.

Items of Personal Property Not Appraised

None.



View of the access to the lot along the western property line.



View of the fencing in the proposed right of way.



Additional view of the fencing on the subject property and in the proposed acquisition area.



View of the building and the fencing located in the proposed acquisition area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Tax Assessor's website, the tract is irregular in shape and contains a total of +/- 0.85 acres, more or less. The property is owned by the Hattiesburg Public School District and is subject to a long term lease to Daniel E. Dossett, Etal. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The adjacent parcels are owned by different entities. These are all related to the Dossett car dealership but differ slightly in property rights or ownership. For this reason, the +/- 0.85 acres owned by Daniel E. Dossett, etal was valued as the larger parcel of this appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The site has access to West Pine Street and 7th Avenue and is physically large enough for a wide variety of uses. The +/- 0.85 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned B-3 by the City of Hattiesburg. This zoning district is intended for commercial business uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to B-3 zoning class. This area along West Pine Street is mostly older commercial uses. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 0.85 acres. The property has a physical access point off of West Pine Street and is in an area of commercial uses. For this reason, the highest and best use as vacant is the current use or as a commercial lot. <u>Highest and Best Use As Improved:</u> Not Applicable	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, the unaffected improvements will remain on the larger parcel. Therefore, the highest and best use in the after condition is the same, as a commercial use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
10/09/1978	R.B. Dossett	Daniel E. Dossett, Jr.	N/A	459/587	WD
Explanation: There have been no transfers in ownership in the last five years. However, for reference the most recent conveyance which was listed.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 21715	True Value – Land	\$50,000
Millage Rate		True Value – Improvements	\$74,960
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

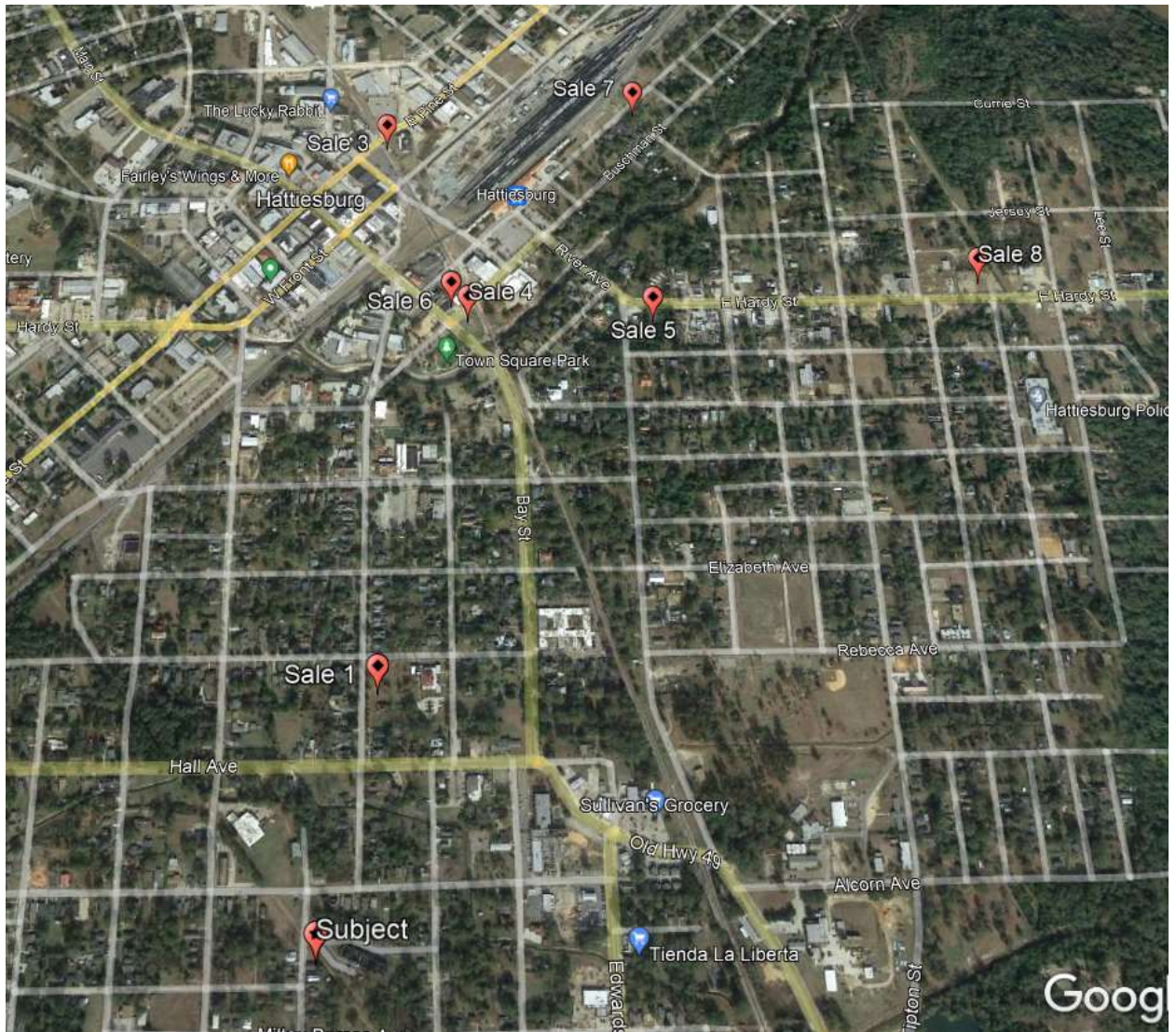
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an improved commercial property. The building is dated, and not affected by the acquisition. Thus, the Cost and Income approaches were not utilized. The value of the property is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the lot, with a valuation of the improvements following.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value

☐ Complete Take

☒ Partial Take

Sq. Ft.

▼

Item	Subject	Comp Sale #	L-5	Comp Sale #	L-6	Comp Sale #	L-9
Location		East Hardy Street		101 Main Street		700 4th Street	
Sales Price			\$32,500		\$43,500		\$175,000
Price Per SF			\$1.02		\$2.85		\$2.36
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$1.02		\$2.85		\$2.36
Financing	Typical						
Adjusted Price			\$1.02		\$2.85		\$2.36
Condition of Sale	Arms-Length						
Adjusted Price/ SF							
Market Conditions	Date of Sale	7/20/21	0%	11/24/20	5%	10/9/20	5%
Adjusted Price / SF							\$0.05
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	37,026 sf	0.735	\$0.00	0.350	\$0.00	1.700	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	B-3	B-1	\$0.00	B-3	\$0.00	B-2	\$0.00
Net Adjustment		(+/-)	0%	(+/-)	0.14	(+/-)	0.12
		Net %	0.00%	Net %	5.00%	Net %	5.00%
		Gross %	0.00%	Gross %	5.00%	Gross %	5.00%
Adjusted Sales Price			\$1.02		\$2.99		\$2.48

Adopted Unit Value, Before (Land Only): \$2.00/sf

Size	Unit of Measure	Rate		
37,026 sf	Sq. Ft. @	\$2.00	Per SF	\$74,052
Add (Timber, minor site improvements, fencing - See Attached):				\$0
Total Before Value (Land Only):				\$74,052
r/o				\$74,055

Sales Comparison Approach – (Land) – After Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$2.00

Size	Unit of Measure	Rate	
36579	Sq. Ft. @	\$2.00	\$73,158
		Less Cost to Cure:	(\$1,285)
		Less Easements (See Attached):	\$0
		Less Other (See Attached):	
		Total After Value (Land Only):	\$71,873
		R/O	\$71,870
		Difference in Before and After:	\$2,185

Parcel No. PPIN# 21715

Project No. 108639-81100

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2020 to 2021. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned B-3, Community Business District. All of the sales had similar commercial business zoning. The highest and best use was commercial. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$1.02 to \$2.85 per square foot. Sale #9 was considered the most similar overall, due to it being the most recent. Overall, considering the other adjusted values, a value of \$2.00 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

Site Improvements

The site improvements on the property include a chain link fence along approximately 40 feet of the north side of the acquisition area. This will need to be replaced and was deducted from the After value as a cost to cure.

See the breakdown of each item below. Cost estimates can be found in the addenda of this report.

Improvements in the R.O.W.	Compensation
Chain Link Fence – 40 LF @ \$27.20/LF x 1.10x (contingency =\$1,197) + 7% tax	\$1,280.79
Total (rounded)	\$1,285

Explanation of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

Property Rights Conveyed: Same adjustments as in the before condition

Financing: Same adjustments as in the before condition

Conditions of Sale: Same adjustments as in the before condition

Market Conditions: Same adjustments as in the before condition

Location: Same adjustments as in the before condition

Size: Same adjustments as in the before condition

Topography: Same adjustments as in the before condition

Utilities: Same adjustments as in the before condition

Other: Same adjustments as in the before condition

Explanations of damages (if any): No damages are indicated to the property in the After condition.

After Value - Reconciliation of Land Sales:

In the after condition, 0.84 acres or +/- 36,579 sf remain. Overall, the site (as vacant) retains the same functionality, access, use, and highest and best use. Due to this, the same unit value was adopted in the after condition, or \$2.00/sf. To calculate the after value, the following calculation was done.

Allocation Explanation:

As stated, the property has 29.2 years remaining on a 99 year lease or 29.5% of the initial term. This was rounded to a 27% interest in the land for the leasehold interest. The Hattiesburg Public School District retains the remaining 70% interest in the land. All improvement values were allocated to the leasehold interest.

After Value - Reconciliation

The total after value of the property following the right of way acquisition was concluded to be \$71,870.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$74,055	\$71,870	\$2,185
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 0.85 acre lot was concluded to have a value of \$74,055. In the after condition, the remaining site was concluded to have a value of \$71,870. Thus, just compensation due is \$2,185, allocated to the different interests.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$2,185** as of 01/27/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Acre(s) ▼

Fee/Leased Fee Interest									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
21715	0.010	Acre(s)	Comm	\$630					\$630
									\$0
									\$0
									\$0
									\$0
Totals	0.010	Acre(s)		\$630		\$0		\$0	\$630

Easements (Permanent / Temporary)									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
Q1-21715	0.01 Ac	Acre(s)	Comm	\$270			Fence	\$1,285	\$1,555
									\$0
									\$0
									\$0
Totals	0.000			\$270		\$0		\$1,285	\$1,555

Total of all Interests	\$2,185
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Q1= The quitclaim interest for the Daniel E. Dossett, etal.

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- USPAP 2020-2021, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

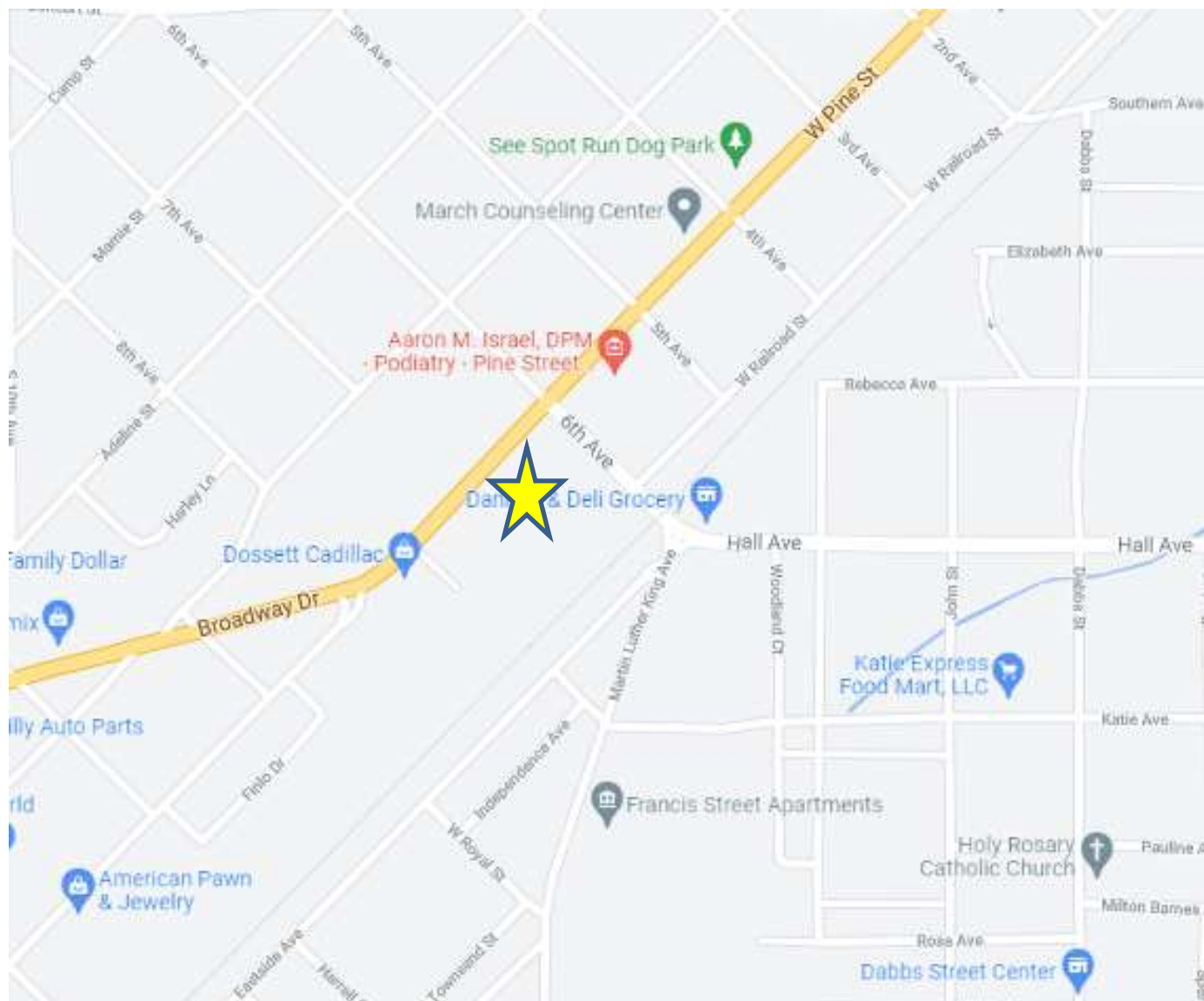
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Location Map



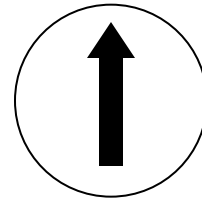
Sketch of Property¹⁷

AREAS

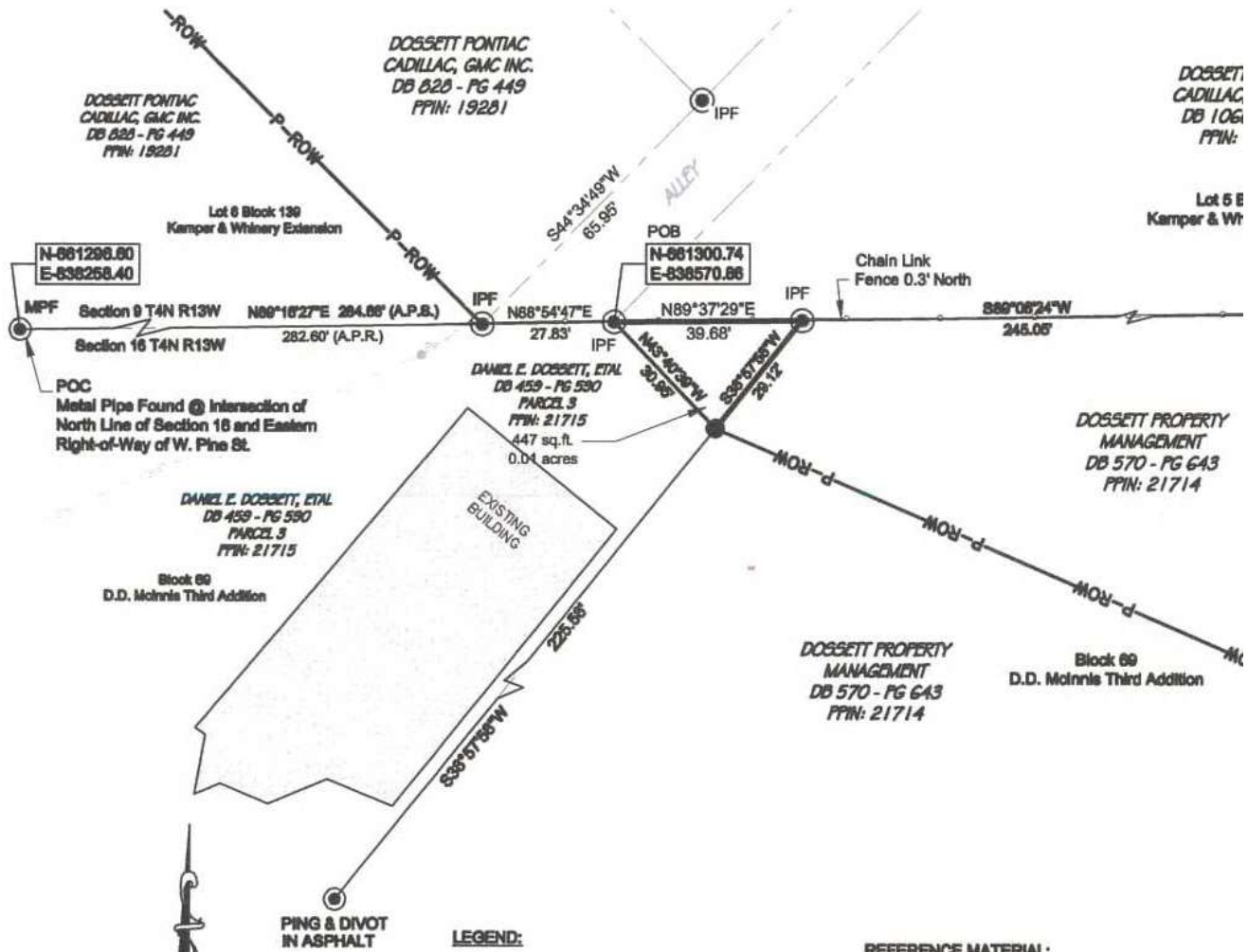
Area of Whole Tract - Before: +/- 0.85 Acres

Area of Remaining Tract - After: +/- 0.84 Acres

Area to be Acquired: +/- 0.01 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No.
Addenda

PPIN# 21715

Project No. 108639-81100

Page 6

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

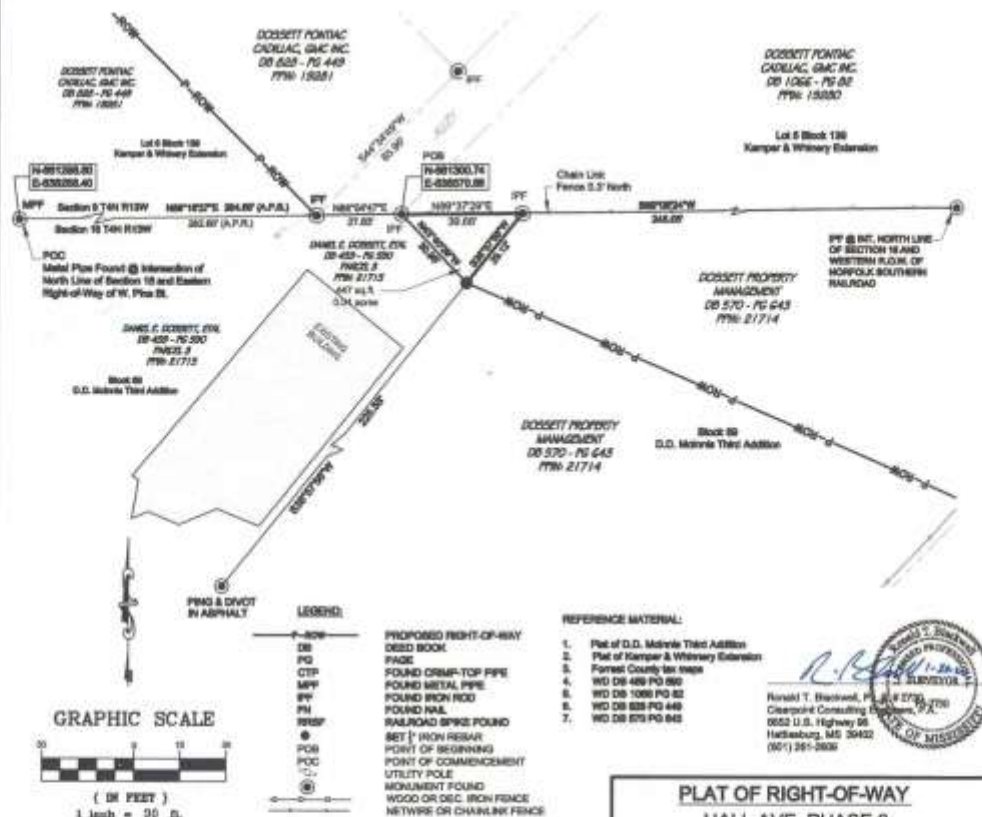
- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

DESCRIPTION OF SURVEY AREA
DANIEL E. DOSSETT, ETAL
PPIN# 21715

A part of Block 66 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}00'14''34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence at a metal pipe found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the eastern right-of-way of W. Pine St. (said point also being the southwest corner of Lot 6, Block 138 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 16 minutes 27 seconds East along the north line of said Section 16 for a distance of 284.66 feet to an iron pin found at the southeast corner of said Lot 6; thence run North 88 degrees 54 minutes 47 seconds East for a distance of 27.83 feet to an iron pin found at the southwest corner of Lot 5 of said Kamper & Whinery Extension subdivision, to and for the Point of Beginning; thence run North 89 degrees 37 minutes 29 seconds East along the north line of said Section 16 for a distance of 39.88 feet to an iron pin found; thence run South 38 degrees 57 minutes 58 seconds West along the east line of that property described in Deed Book 459 Page 590 (Parcel 3) for a distance of 29.12 feet to an iron pin set; thence run North 43 degrees 40 minutes 39 seconds West for a distance of 30.95 feet back to the Point of Beginning. Said parcel contains 447 square feet, or 0.01 acres, more or less.



- NOTES:**
1. Class "B" Survey.
 2. No Additional Record Search for Encumbrances was Conducted.
 3. Date of Field Survey: Jan. 17, 2022.
 4. Orientation is based on GPS observations, Grid North, as referenced to MS State Plane Coordinate System, East Zone.

STATE PLANE DATA:

State Plane Zone: MS East-0301
 Datum: NAD 1983
 Combined Factor: 0.999971431
 Convergence Angle: $-0^{\circ}00'14''34.78''$
 Reference Point: MPP @ Intersection of North Line of Section 16 and Eastern Right-of-Way of W. Pine St.

REFERENCE MATERIAL:

1. Plat of D.D. McInnis Third Addition
2. Plat of Kamper & Whinery Extension
3. Forrest County tax maps
4. WD DB 448 PG 660
5. WD DB 1086 PG 82
6. WD DB 828 PG 449
7. WD DB 875 PG 643

Harold T. Blackwell, P.E., S.T.P.
 Clearpoint Consulting Engineers, P.C.
 6652 U.S. Highway 98
 Hattiesburg, MS 39402
 (601) 261-2609

PLAT OF RIGHT-OF-WAY
HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG -
FORREST COUNTY,
MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
 t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PROPERTY OWNER:
Daniel E. Dossett, ETAL
PPIN: 21715

CCE NO.: 78342068
SCALE: 1" = 50'
DATE: 1/20/2022
CHECKED: JS
DRAWN: RTS
SHEET 1 OF 1

Drawing Location: C:\Users\forrest\Documents\2020\PROJ-2021\3030\PROJ-2021\78342068 - Hall Ave West BUILD Project\RTS\HOW-Made_HTS.dwg

DESCRIPTION OF SURVEY AREA

DANIEL E. DOSSETT, ETAL

PPIN# 21715

A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence at a metal pipe found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the eastern right-of-way of W. Pine St. (said point also being the southwest corner of Lot 6, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 16 minutes 27 seconds East along the north line of said Section 16 for a distance of 284.66 feet to an iron pin found at the southeast corner of said Lot 6; thence run North 88 degrees 54 minutes 47 seconds East for 27.83 feet to an iron pin found at the southwest corner of Lot 5 of said Kamper & Whinery Extension subdivision, to and for the Point of Beginning; thence run North 89 degrees 37 minutes 29 seconds East along the north line of said Section 16 for a distance of 39.68 feet to an iron pin found; thence run South 38 degrees 57 minutes 58 seconds West along the east line of that property described in Deed Book 459 Page 590 (Parcel 3) for a distance of 29.12 feet to an iron pin set; thence run North 43 degrees 40 minutes 39 seconds West for a distance of 30.95 feet back to the Point of Beginning. Said parcel contains 447 square feet, or 0.01 acres, more or less.

Legal Description(s)
(attached)

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Daniel E. Dossett and R.B. Dossett, Jr.

1058 West Pine Street

Hattiesburg, MS 39401

Phone: 601-602-8171

WARRANTY DEED

INDEXING INSTRUCTIONS: **Block 69**
of D.D. McInnis Third Addition to the
City of Hattiesburg, County of Forrest,
State of Mississippi, as per the map or
plat thereof on file in the office of the
Chancery Clerk of Forrest County,
Mississippi

Initial _____, _____, _____

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, we, Daniel E. Dossett and R.B. Dossett, Jr. the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Block 69 of D.D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

Commence at a metal pipe found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the eastern right-of-way of W. Pine St. (said point also being the southwest corner of Lot 6, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 16 minutes 27 seconds East along the north line of said Section 16 for a distance of 284.66 feet to an iron pin found at the southeast corner of said Lot 6; thence run North 88 degrees 54 minutes 47 seconds East for 27.83 feet to an iron pin found at the southwest corner of Lot 5 of said Kamper & Whinery Extension subdivision, to and for the Point of Beginning; thence run North 89 degrees 37 minutes 29 seconds East along the north line of said Section 16 for a distance of 39.68 feet to an iron pin found; thence run South 38 degrees 57 minutes 58 seconds West along the east line of that property described in Deed Book 459 Page 590 (Parcel 3) for a distance of 29.12 feet to an iron pin set; thence run North 43 degrees 40 minutes 39 seconds West for a distance of 30.95 feet back to the Point of Beginning. Said parcel contains 447 square feet, or 0.01 acres, more or less.

The grantor herein further warrants that the above described property is not homestead.

This conveyance includes all improvements located on the above described land and

Initial _____, _____, _____
Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

partially on Grantor's remaining land, if any. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the property described herein is "sixteenth section" land, and Grantors' conveyance is a conveyance of an unexpired portion of the sixteenth section lease for and to said property.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the ____ day of _____ A.D. 2022.

Signature _____

Daniel E. Dossett

Signature _____

R.B. Dossett, Jr.

STATE OF MISSISSIPPI

Initial _____, _____, _____

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2022, within my jurisdiction, the within named Daniel E. Dossett, who acknowledged that he executed the above and foregoing instrument.

(NOTARY PUBLIC)

(SEAL)

My commission expires: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2022, within my jurisdiction, the within named R.B. Dossett, Jr., who acknowledged that he executed the above and foregoing instrument.

(NOTARY PUBLIC)

(SEAL)

My commission expires: _____

Initial _____, _____, _____

Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715

Initial _____, _____, _____ Daniel E. Dossett & R.B. Dossett, Jr.
PARCEL 21715



Initial _____ Daniel E. Dossett & R.B. Dossett, Jr.
 PARCEL 21715

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUYE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 17, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to the property owned by Daniel E. Dossett and R. B. Dossett, Jr, located in Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be in the form of the unexpired portion of a Sixteenth Section Leasehold Interest vested in Daniel E. Dossett and R. B. Dossett, Jr., subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE
2. County and state ad valorem taxes for the years 2019, 2020 and 2021 have been paid. There is also a current liability for 2022 taxes which constitutes a lien on the subject property which will be due on January 1, 2023, and which will not be in default until on or after February 1, 2023.

PPIN: 21715
Amount: \$3462.20

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.
11. Subject to the Land Development Code of the City of Hattiesburg.
12. Subject to the terms and conditions of that certain ninety-nine-year Sixteenth Section Land Lease between the Board of Supervisors of Forrest County, Mississippi (Lessor) and Jessie A. McInnis (Lessee), entered into as of the 7th day of July, 1947, including, but not limited to, Grantor's reservation of rights to merchantable timber and also those between W. J. Morris (Lessee) and the Board of Supervisors of Forrest County, Mississippi, (Lessor) entered into as of the 12th day of October, 1948 and between F. M. Tatum and the Board of Supervisors of Forrest County, Mississippi (Lessor) entered into as of the 17th day of April 1952.
13. Subject to consequences of any allegations or determination that the lease under which title is being claimed is in violation of Article 4, Section 95 of the Mississippi Constitution of 1890, or that the statutory procedure as set forth by the legislature was not followed at the time the lease was executed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does

not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **City of Hattiesburg**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **January 12, 2022 at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **DANIEL E. DOSSETT AND R. B. DOSSETT, JR.**, are the holders of Sixteenth Section Leasehold interest in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

Joseph R. Tullos

JRT/mb

EXHIBIT "A"

PARCEL NUMBER ONE: A part of Block Sixty-nine (69) of the D. D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, more particularly described as follows, to-wit:

Beginning at the point of intersection of the North boundary line of Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi, with the western boundary line of the right of way of the New Orleans and Northeastern Railroad Company, and run thence in a southwesterly direction along the Western boundary line of the right of way of the New Orleans and Northeastern Railroad Company 717.75 feet, and run thence in a Northwesterly direction at right angles to the right of way of the New Orleans and Northeastern Railroad Company and at right angles to Pine Street 179 feet to a point, which is the point of beginning of the parcel of land herein described, and from said point of beginning continue in a northwesterly direction at right angles to the right of way of the New Orleans and Northeastern Railroad Company and at right angles to Pine Street 250 feet, to the southeasterly boundary line of Pine Street, thence run in a northeasterly direction along the southeasterly boundary line of Pine Street 262.5 feet, run thence in a southeasterly direction at right angles to the right of way of the New Orleans and Northeastern Railroad Company and at right angles to Pine Street 250 feet and run thence in a southwesterly

direction 262.5 feet to the point of beginning, the same being a parcel of land with a frontage of 262.5 feet on the southeasterly side of Pine Street, and extending back between parallel lines a distance of 250 feet, and being located in and forming a part of the North half of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, the same being a leasehold interest for a term of 99 years from October 12, 1948, under a lease to W. J. Morris, Jr., from the Board of Supervisors of Forrest County, Mississippi, which lease is recorded in Land Deed Record Book 102 at Pages 563-5 on file in the office of the Chancery Clerk of Forrest County, Mississippi, and which lease covers the Northwest 200 feet of the above parcel of land and the southeast 50 feet of the above parcel of land being a leasehold interest for a term of 99 years from July 7, 1947, under a lease to Jessie A. McInnis from the Board of Supervisors of Forrest County, Mississippi, and which lease is recorded in Land Deed Record Book 96 at Page 468 on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO:

PARCEL NUMBER TWO: A part of Block Sixty-nine (69) of the D. D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, which addition is a part of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the point of intersection of the Northern boundary line of Section 16, Township 4 North, Range 13 West, and the western boundary of the right of way of the New Orleans and Northeastern Railroad Company from which point run in a southwesterly direction along the western boundary line of the New Orleans and Northeastern Railroad Company a distance of 455.25 feet, for a point of beginning, and from said point of beginning continue in a southwesterly direction along the western boundary line of said right of way a distance of 262.5 feet, thence run in a northwesterly direction at right angles with said right of way a distance of 179 feet, thence run in a northeasterly direction at right angles with the last named course and parallel with said right of way a distance of 262.5 feet, run thence in a Southwesterly direction and at right angles with said right of way a distance of 179 feet to the point of beginning, the same being a leasehold interest for a term of 99 years from July 7, 1947, under a lease to Jessie A. McInnis from the Board of Supervisors of Forrest County, Mississippi, which lease is recorded in Land Deed Record Book 96 at Page 468 on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO:

PARCEL NUMBER THREE: A part of Block Sixty-nine (69) of D. D. McInnis Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi,

as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the point of intersection of the Section line dividing Sections Nine (9) and Sixteen (16), in Township Four (4) North, Range Thirteen (13) West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and the property line on the southeast side of West Pine Street of the City of Hattiesburg, Mississippi, and run thence southwesterly along said property line 2.75 feet, run thence to the left and at right angles with West Pine Street 76.08 feet to the point of beginning, thence continue in the same direction 196.92 feet, run thence left with an interior angle of 84 degrees and 34 minutes for a distance of 253 feet to the said Section line dividing Sections Nine (9) and Sixteen (16), thence to the left and with an interior angle of 50 degrees and 59 minutes along said Section line 246.63 feet, thence run parallel with West Pine Street, southwesterly 76.35 feet to the point of beginning, lying and being situated in Section Sixteen (16), Township Four (4) North, Range Thirteen (13) West, in said Forrest County, Mississippi, being leasehold property for a period of 99 years from April 17, 1952

direction 262.5 feet to the point of beginning, the same being a parcel of land with a frontage of 262.5 feet on the southeasterly side of Pine Street, and extending back between parallel lines a distance of 250 feet, and being located in and forming a part of the North half of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, the same being a leasehold interest for a term of 99 years from October 12, 1948, under a lease to W. J. Morris, Jr., from the Board of Supervisors of Forrest County, Mississippi, which lease is recorded in Land Deed Record Book 102 at Pages 563-5 on file in the office of the Chancery Clerk of Forrest County, Mississippi, and which lease covers the Northwest 200 feet of the above parcel of land and the southeast 50 feet of the above parcel of land being a leasehold interest for a term of 99 years from July 7, 1947, under a lease to Jessie A. McInnis from the Board of Supervisors of Forrest County, Mississippi, and which lease is recorded in Land Deed Record Book 96 at Page 468 on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO:

PARCEL NUMBER TWO: A part of Block Sixty-nine (69) of the D. D. McInnis Third Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, which addition is a part of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the point of intersection of the Northern boundary line of Section 16, Township 4 North, Range 13 West, and the western boundary of the right of way of the New Orleans and Northeastern Railroad Company from which point run in a southwesterly direction along the western boundary line of the New Orleans and Northeastern Railroad Company a distance of 455.25 feet, for a point of beginning, and from said point of beginning continue in a southwesterly direction along the western boundary line of said right of way a distance of 262.5 feet, thence run in a northwesterly direction at right angles with said right of way a distance of 179 feet, thence run in a northeasterly direction at right angles with the last named course and parallel with said right of way a distance of 262.5 feet, run thence in a Southwesterly direction and at right angles with said right of way a distance of 179 feet to the point of beginning, the same being a leasehold interest for a term of 99 years from July 7, 1947, under a lease to Jessie A. McInnis from the Board of Supervisors of Forrest County, Mississippi, which lease is recorded in Land Deed Record Book 96 at Page 468 on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO:

PARCEL NUMBER THREE: A part of Block Sixty-nine (69) of D. D. McInnis Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi,

as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the point of intersection of the Section line dividing Sections Nine (9) and Sixteen (16), in Township Four (4) North, Range Thirteen (13) West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and the property line on the southeast side of West Pine Street of the City of Hattiesburg, Mississippi, and run thence southwesterly along said property line 2.75 feet, run thence to the left and at right angles with West Pine Street 76.08 feet to the point of beginning, thence continue in the same direction 196.92 feet, run thence left with an interior angle of 84 degrees and 34 minutes for a distance of 253 feet to the said Section line dividing Sections Nine (9) and Sixteen (16), thence to the left and with an interior angle of 50 degrees and 59 minutes along said Section line 246.63 feet, thence run parallel with West Pine Street, southwesterly 76.35 feet to the point of beginning, lying and being situated in Section Sixteen (16), Township Four (4) North, Range Thirteen (13) West, in said Forrest County, Mississippi, being leasehold property for a period of 99 years from April 17, 1952

Taxes for the year, 1978, shall be pro-rated.

The above real property is not now and has never been a part of the homestead of the Grantor.

IN WITNESS WHEREOF, R. B. DOSSETT, as Grantor, has executed this Deed on this the 9 day of OCTOBER, 1978.

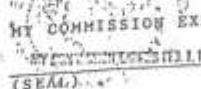

R. B. DOSSETT

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named, R. B. DOSSETT, who, after being by me first duly sworn, acknowledged that he signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as his free and voluntary act and deed.

GIVEN UNDER MY HAND and official seal of office on this the 9th day of OCTOBER, 1978.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)

586



Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/14/2022

Tax Year 2021

APPRaisal INQUIRY
PARCEL 2-038C-16-329.00 **ALT PARCEL NUMBER** 230 -0628-069-002.00
PPIN 021715 **SKETCH** 1 [VIEW III](#)
OWNER NAME DOSSETT DANIEL E ETAL
OWNER ADDRESS P O BOX 1667
HATTIESBURG MS39403
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/1/1982
CLASSSED BY CH DATE: 1/1/1982
REVIEWED BY W/T DATE: 7/30/2020
REALTOR CODE

LEGAL DESCRIPTION

1 PT BLK COM INT N LN SEC 16 & E
2 LN WPINE 2/75FT ELY AT R/WITH
3 PINE 76.08 FOR POB ELY 196.92
4 FT NE 253 FT TO N LN SEC 16 W
5 246.63FT SW 76.35FT TO BG BLK
6 69
7 PREV #H0628-42-002

Block 069 Section 16 Township 04N Range 13W

LOT INFORMATION

LOT CODE 0628 LOT SIZE LOT VALUE 50000

CODE	FRONT FT	DEPTH	PRICE	DEPTH/ABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	1.00		50000.00	99	1.00	1.00		50000.00	50000	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ % DESCRIPTION APPRAISED MARKET
*** NO ACREAGE INFO ***

ACREAGE VALUE OVERALL VALUE 50000

LAND USE CODE CLASS 1 5510 MOTOR VEHICLE(NEW AND US

LAND USE CODE CLASS 2 5510 MOTOR VEHICLE(NEW AND US

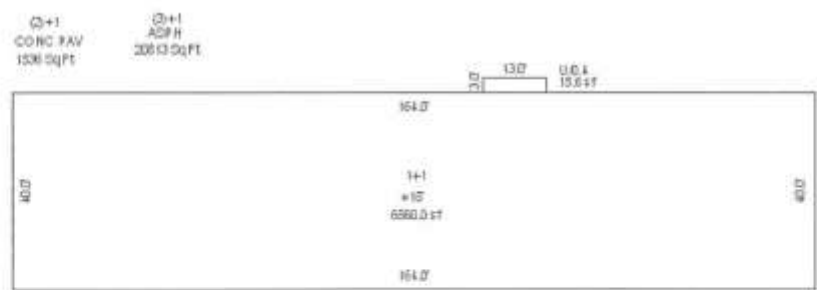
BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	040	AUTOMOBILE AGENCY OR GARAGE	55050	N
007	017	CONCRETE PAVING	1930	N
001	018	ASPHALT PAVING	17980	N

TOTAL PARCEL VALUE 124960



Dossett GMC Truck Center



Sketch by Apex JV™



Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/14/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-329.00 ALT PARCEL NUMBER 230 -0628-069-002.00

PPIN 021715

SKETCH 1

OWNER NAME

DOSSETT DANIEL E ETAL

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	CORR. METAL
ROOF TYPE	GABLE
ROOF MATERIAL	ENAMEL METAL
FLOORS	CONC ON GRADE
INTERIOR	UNFINISHED
PLUMBING	AVERAGE
ELECTRIC	AVERAGE
ADJUST	FR OPEN STEEL
	GGH (COMM)
	01

BASIC AREA	6560
UNITS: CONST 67	
CLASS D CLASS UNITS	
= TOTAL UNITS	67
X RATES: BASE 29.61 ADJ.	19.84
X INDEX 1.130 COST/SF	22.42
X ADJUSTED AREA	6576
= BASIC COST	147434
+ EXTRA FEATURES	36076
= ADJUSTED COST	183510
DEPRECIATION:	
STRAIGHT	45
ADDITIONAL	- 15
OVERRIDE	
X CONDITION	30 %
= DEPRECIATED COST	55053
X NUMBER OF BUILDINGS	1
FINAL VALUE	55050
OVERRIDE VALUE	
YEAR BUILT 1971	
OVERRIDE REASON	

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/14/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-329.00 ALT PARCEL NUMBER 230 -0628-069-002.00

PPIN 021715

SKETCH 1

OWNER NAME

DOSSETT DANIEL E ETAL

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 017 CONCRETE PAVING

YEAR BUILT:

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 2.78

LOCATION INDEX: 1.130

SQUARE FOOT COST: 3.14

BASE AREA: 1536

ADJUSTED AREA: 1536

REPLACEMENT COST: 4823

CONDITION: 40

DEPRECIATED COST: 1929

FINAL VALUE: 1930

COMMENT: XX

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FORREST COUNTY, MS

Current Date 2/14/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-329.00 ALT PARCEL NUMBER 230 -0628-069-002.00

PPIN 021715

SKETCH 1

OWNER NAME

DOSSETT DANIEL E ETAL

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 018 ASPHALT PAVING

YEAR BUILT:

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 1.91

LOCATION INDEX: 1.130

SQUARE FOOT COST: 2.16

BASE AREA: 20813

ADJUSTED AREA: 20813

REPLACEMENT COST: 44956

CONDITION: 40

DEPRECIATED COST: 17982

FINAL VALUE: 17980

COMMENT: XX

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FORREST COUNTY, MS

Current Date 2/14/2022

Tax Year 2021

Records Last Updated 2/14/2022

PROPERTY DETAIL

OWNER DOSSETT DANIEL E ETAL ACRES : **NA**
 P O BOX 1667 LAND VALUE : 50000
 HATTIESBURG MS 39403 IMPROVEMENTS : 74960
 TOTAL VALUE: 124960
 ASSESSED : 18744

PARCEL 2-038C-16-329.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	1227.73	1227.73	0.00
CITY	995.87	995.87	0.00
SCHOOL	1238.60	1238.60	0.00
TOTAL	3462.20	3462.20	0.00

LAST PAYMENT DATE 12 / 21 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	PT BLK COM INT N LN SEC 16 & E
TAX DISTRICT 1110	LN WPINE 2/75FT ELY AT R/WITH
PPIN 021715	PINE 76.08 FOR POB ELY 196.92
SECTION 16	FT NE 253 FT TO N LN SEC 16 W
TOWNSHIP 04N	246.63FT SW 76.35FT TO BG BLK
RANGE 13W	69
Book	PREV #:H0628-42-002
Page	MCINNIS D D 3RD ADD

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[View Appraisal Record](#)[Back](#)

Fencing Quote

PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg
P. O. Box 1167
Hattiesburg, MS 39403
Phone: 601-583-0516
Fax 601-583-4990



"The Name that Secures Your Trust"
www.jefcoattenceofhattiesburg.com

QUOTE IS VALID FOR 15 DAYS.

Company	George null collins	From	Kenny Smith
		Date:	11/8/2021
Fax/Email		Cell Phone:	601 408 3303
Re:		Email:	kenny@jefcoattenceofhattiesburg.com

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide materials and labor as follows to Install:

Install 250' of 6' black vinyl chainlink	amount\$6800.71
Install 100' of 2- strand barbwire	amount\$1599.65

Thank you
Kenny Smith
Asst. Manager 601-408-3303

ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____ Signature: _____

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 32854
Owner	Martin Luther King Avenue Baptist Church / Hattiesburg Public School District, et al
Occupied / Leased	Leased
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/19/2022
Review Report Date	02/14/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Martin Luther King Avenue Baptist Church / Hattiesburg Public School District, et al
Parcel No:	PPIN # 32854
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☒ Yes	☐ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/19/2022	Report Date: 02/14/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.15 Acres
	☐ Easement	Area of Remaining Tract 0.00 Acres
	☐ Other	Area to be Acquired 0.15 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 32854 Project No. 108639-81100

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/19/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple with allocation to the leasehold and leased fee estates	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$55,050	\$0	\$55,050
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an improved urban tract of land located along the south side of Hall Avenue located in Block 65 of the D.D. McInnis Third Survey of the city of Hattiesburg situated within Section 16, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax parcel number is PPIN # 32854. The subject property has a physical address of 109 Martin Luther King Avenue, Hattiesburg, MS 39401. Note; the subject property is part of a 16th Section Lease that was a paid-up lease with a 99-year lease term with approximately 24.4 years remaining. This equates to approximately 25% of the lease remaining. Hence; for appraisal purposes, the property will be valued in fee with 25% of the land value allocated to the leased fee interest and improvements with the remaining value or 75% going to the school board or leasehold interest. It should also be noted; the church has sublet a residence on part of the total leased property therefore there will be additional nominal value assigned for the sublease or tenants of the residence. The total property consists 0.15 Acres or 6,379 sq. ft.+ improved with a single-family residence. This was based on the plat provided and the determination of the larger parcel which had a different highest and best use as the adjoining church property. This improved tract was valued within a separate report for these reasons. The subject property's residential larger parcel is currently improved with a wood frame single family traditional style residence containing 1,099 sq. ft. situated on a conventional foundation. The residence was considered to have 1,099 sq. ft. of gross living area. Attachments include a carport. The exterior walls are wood frame with a partial brick veneer decorative wall over the bottom ¼ of the exterior's front and an asphalt shingle roof covering. The interior is heated and cooled via window air conditioning units with three (3) bedrooms and one (1) bathroom. The interior floors were reported as both vinyl and wood flooring. The ceilings were drywall and the walls painted	

Parcel No. PPIN # 32854

Project No. 108639-81100

gypsum board. The residence was reportedly in average condition. The residence isn't considered a historic structure; although, there are several historic homes in the area that have been renovated. The property has typical site improvements to include a gravel driveway, fencing, and nominal landscaping.

Additionally, the residence has typical household furniture considered personal property as well as other miscellaneous personal property. Any window units would also be personal property as well as appliances not attached.

For a more detail discussion of the improvements please refer to page 22 of the appraisal report.

The subject property's larger parcel consists of a total of 0.15 acres more or less or 6,379 sq. ft.± being rectangular in shape as shown by the plat provided. Reportedly, the subject property has approximately 75 linear feet of frontage along Hall Avenue and 85 linear feet± of depth. The property is currently accessed via a gravel drive from Hall Avenue.

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being rectangular in shape. The property enjoys access and frontage to Hall Avenue. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned B-2; Neighborhood Business District by the city of Hattiesburg. This zoning allows for single family residential use. Hence, the property is currently a legally conforming property. Adjacent land uses consist of improved residential properties, place of worship, and vacant land.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be residential and as improved, its current use or single family residential. The acquisition is a total take; hence, no discussion for highest and best use in the after condition.

The acquisition area consists of the total property or 0.15 acres or 6,379 sq. ft.±. There is no remainder. Reportedly, there was some site improvements located within existing ROW.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. It is this reviewer's understanding that this does not affect the development of the report. The appraiser gave an Acquisition Guide and other materials related to the subject property to a representative of both the church and the tenants of the residence. Mr. Mark Dye was present at the time of inspection and explained relocation benefits. The appraiser made a detailed inspection of the property at this time. The appraisal was completed as an Appraisal Report of Improved Property; which is the correct format as the improvements were valued in the before condition with no after valuation due to the property being a total acquisition. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before value using the market approach to value. The cost approach was deemed unreliable due to the age and condition of the improvements. Additionally, the Income Approach was not developed due to the nature of the property being owner occupied. As stated on Page 11 of the appraisal report, a jurisdictional exception is allowed	

to utilized only the Sales Comparison Approach when adequate data is available. The market data for the property as vacant and as improved was adequate to provide a credible assignment result.

In the valuation of the subject's site identified consisting of 0.15 acres more or less or 6,379 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.15 acres± to as large as 0.848 acres±. The sales ranged in price per square foot from a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft. having occurred between 04/16 and 01/22.

After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered somewhat similar to the subject property with all three (3) sales considered.

After adjustments for the elements of comparison discussed, the adjusted range in value was between a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft.. For appraisal purposes, a unit value of \$1.00/sq. ft. was adopted or **\$6,400 RO.**

The indicated value of the land within the acquisition area is then **\$6,400.**

Within the Sales Comparison Approach of the total property, the appraiser analyzed three (3) improved sales ranging in size from 678 sf to as large as 1,309 sf or \$40.55/sf to \$59.00/sf having occurred between 04/20 to 12/21. The total sales prices ranged from \$40,000 to \$69,900. The appraiser made adjustments based on the total property value based on a percentage of the total sales price as adjusted for both seller's concessions (Condition of Sale) and market conditions (5% per year.) Most appraisers would make dollar adjustments for these differences; however, the resulting value is in line with the overall per square foot values of the comparable sales.

Sale 2 (4) was considered in average condition and the subject was also in average condition; however, this sale was also a cottage style structure which is also a popular feature as compared to the subject property and more costly to construct. Sale 2 (4) was adjusted downward 20% for this superior feature. No other adjustments were made for other elements of comparison. Hence, the adjusted range of the total property value ranged from a low of \$32.83/sq. ft. to a high of \$59.00/sq. ft.. For the purpose of this appraisal, \$50/sf of livable area was adopted or **\$54,950** (1,099 X \$50.)

A nominal value of \$100 was allocated to the tenants of the site. To not penalize the fee owner, this value will be added to the overall value by review for the sub-lease tenants with a written lease. Therefore, the total before value is then **\$55,050.**

The acquisition is a complete take; hence, there is no after value.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$55,050.**

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the improvements did contribute, the appraiser completed a total before value of the subject property's total property in the before condition. The acquisition was a total take; hence, there is no after condition. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" and the "total property." The Cost and Income approaches to value were not considered necessary due to the available market data being adequate.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$48,750.**

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$48,750 and is recommended as the basis for the establishment of the amount believed to be just compensation.

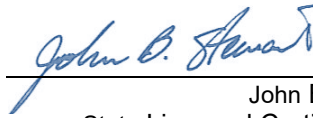
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 32854	\$6,400	\$42,350	\$0	\$48,750
Total: <i>Forty-Eight Thousand Seven Hundred Fifty Dollars</i>				

Date
2/14/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 32854

Project No. 108639-81100

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

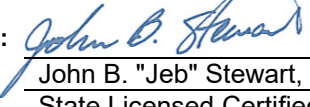
I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$48,750.

Review Appraiser (sig.):

(print name)

(license)

 John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate
Appraiser # 231

Date: 2/14/2022

Parcel No. PPIN # 32854

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Improved Property

Parcel Number(s)	2-038C-16-001.00 / PPIN #32854
Owner	Martin Luther King Avenue Baptist Church / Hattiesburg Public School District
Vacant / Occupied / Leased	Leased
County	Forrest
Project Description	Hall Avenue West Project
Effective Date of the Appraisal	01/19/2022
Report Date	02/14/2022
Report Requested for	Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	Forrest County		
Owner(s):	Martin Luther King Avenue Baptist Church	Address:	109 Martin Luther King Avenue
Phone:	(601)543-3647		Hattiesburg, MS 39401
Occupant(s):	Mary Dawson	Address:	109 Martin Luther King Avenue
Phone:	N/A		Hattiesburg, MS 39401

Estate Appraised:	☒	Fee	Area of Whole Tract	+/- 0.15 Acres
	☐	Easement	Area of Remaining Tract	0.00 Acres
	☒	Quit-Claim	Area to be Acquired	+/- 0.15 Acres

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	01/19/2022
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were given to the property owner during the property inspection on January 19th, 2022. On Tuesday January 18th, 2022, George Null contacted Mike Bethley to set up an inspection for the subject property. On January 19th, 2022, George Null, GA-679 met with Mr. Mike Bethley at the property, and showed him a copy of the site plan, and explained to him the right of way process. We discussed both church owned properties. The subject of this report is the residential house located at 109 Martin Luther King Avenue. It is a 3 bedroom, 1 bath structure in fair condition. Mr. Bethley stated there was a written lease and he could not recall the lease amount. The tenant's name is Mary Dawson. Her son was present during the inspection, but she was not home. I received a written lease, with the terms stated below. I documented this inspection with photographs found in this report.	
Contact Comments	
Is the Property being Leased or Rented? ☒ Yes ☐ No	
Lessor: MLK Ave. Baptist Church	Lessee: Mary Dawson, Eugene Polk, Jr. and Malausha Jackson
Terms: A written lease was provided indicating a two year lease from 4/01/2020 until 03/31/2022. The lease amount equals \$500 per month. This is a sublease, to the Hattiesburg Public School District ground lease.	

Appraiser:		Date:	02/14/2022
(signature)			
(print name)	George Null, MAI		
(license type)	State Certified General Real Estate Appraiser, GA-679		

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038C-16-001.00 / PPIN #32854
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Property Owner: (Leased Fee) Hattiesburg Public School District (HPSD) Address: 109 Martin Luther King Avenue, Hattiesburg, MS 39401 Phone: (601)620-8509 (Michael Babel, 16 th Section Lands Manager)	Leasehold (Tenants) MLK Ave. Baptist Church; See previous page for sublease. Address: 109 Martin Luther King Avenue Hattiesburg, MS 39401 Phone: (601)543-3647 (Mike Bethley)
--	--

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the south side of Hall Avenue. The property is partially located in Block 65 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple (with allocations to the leasehold and leased fee interests)	

Size of the Whole Tract (Before):	0.15 Acres or 6,379 square feet
Size of the Remaining Parcel (After):	0.00 Acres
Size of the Area to be Acquired:	0.15 Acres or 6,379 square feet

Highest and Best Use Before (Whole Tract):	Residential
Highest and Best Use After (Whole Tract):	Residential

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	0.15 Acres
Highest and Best Use of the Larger Parcel(s)	Residential

Unit Value of the Land (Before)	\$1.00/sf
Unit Value of the Land and Improvements (Before)	\$50.00/sf
Unit Value of the Land (After)	\$0.00
Unit Value of the Land and Improvements (After)	\$0.00

Improvements:	
The property is improved with a +/- 1,099 sf single family residential home. The home will be removed in the after condition. This is a complete take with no remainder.	

Total Before Value:	\$55,050
Total After Value:	\$0
Just Compensation:	\$55,050

Allocation of Compensation for All interest: *(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)*
 As stated, the church has 24.4 years remaining on a 99 year lease or 24.6% of the initial term. This was rounded to a 25% interest in the land for the church or \$1,600. The Hattiesburg Public School District retains the remaining 75% interest in the land or \$4,800 of the total \$6,400 lot value. All improvement values were allocated to the church. The sub-lease tenant (Q2) was allocated \$100 for her nominal interest in the property.

Parcel No.	Land	Improvements	Damages	Total
Q1-MLK Baptist Church	\$1,600	\$48,550	\$0	\$50,150
Hattiesburg Public Schools		\$4,800		\$4,800
Q2-Mary Dawson, etal	Q-Interest (2)	\$100		\$100

Q1= The quitclaim interest for the Martin Luther King Baptist Church / Q2= The quitclaim interest for Mary Dawson, etal

Effective Date of the Appraisal:	01/19/2022
Date of Report:	02/14/2022

Parcel No. 2-038C-16-001.00 / PPIN# 32854

Project No. 108639-81100

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 01/19/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$55,050</u>
Fair Market Value of the Remainder Property	After	<u>\$0</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$55,050</u>

as of 01/19/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 02/14/2022

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “The report must contain sufficient information to allow intended users to understand the scope of work performed”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On January 19th, 2022, George Null, GA-679 met with Mr. Mike Bethley at the property, and showed him a copy of the site plan, and explained to him the right of way process. We discussed both church owned properties. The subject of this report is the house located at 109 Martin Luther King Avenue. This is a 3 bedroom, 1 bath structure in fair condition. Mr. Bethley stated there was a written lease and he could not recall the lease amount but would provide the agreement. The tenant’s name is Mary Dawson. Her son was present during the inspection, but she was not home. I documented this inspection with photographs found in this report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple. It should be noted that the property is subject to a long term ground lease to the trustees of Martin Luther King Baptist Church. This lessee has sub-leased the property. These Quitclaim (Q) deeds are being valued in this report.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (*See the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.
--

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto .

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the south side of Hall Avenue, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older residential homes and vacant land. At the southern end of Bay Street there is the police station, a closed gas station, and a funeral home. The zoning class changes to B-2 zoning at this intersection. There is consistent traffic along Hall Avenue, although not strong enough to command a commercial use.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along the south side of Hall Avenue. Bay Street is to the east and connects North Main Street and James Street. The traffic counts for Bay Street are 5,300 and 4,600 for Hall Avenue. The surrounding uses are predominantly residential.					
The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.					
Neighborhood Zoning	☒ Res.	☐ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Single family residential

Legal Description of the Total Ownership: +/- 0.15 Acres or +/- 6,379 sf contained in one parcel located in Block 65 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

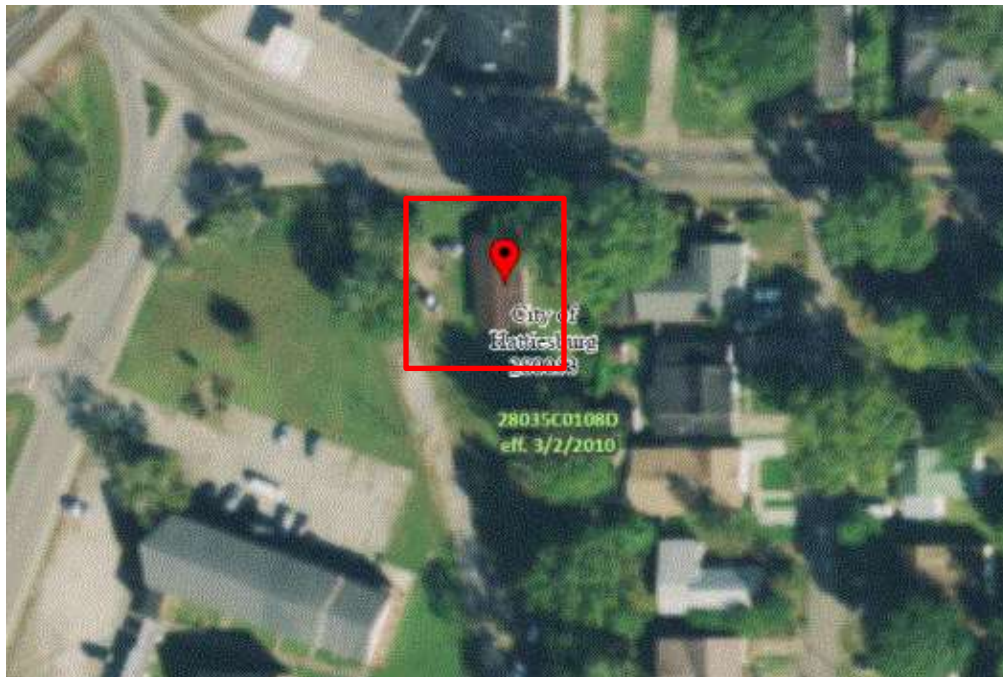
Location: The subject property is located along the south side of Hall Avenue in Hattiesburg, Forrest County, Mississippi. Hall Avenue is a busy corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is rectangular in shape with access along Hall Avenue. The property is approximately 75.0' x 85.0' or +/- 0.15 acres or +/- 6,379 square feet.

Frontage/Access: The subject property has +/- 75' of frontage along Hall Avenue along its northern border. This public paved road provides good access to Hall Avenue, for residential uses.

Topography: The subject property is a fairly level lot and is not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Ave. Project



January 17, 2022

Wetlands

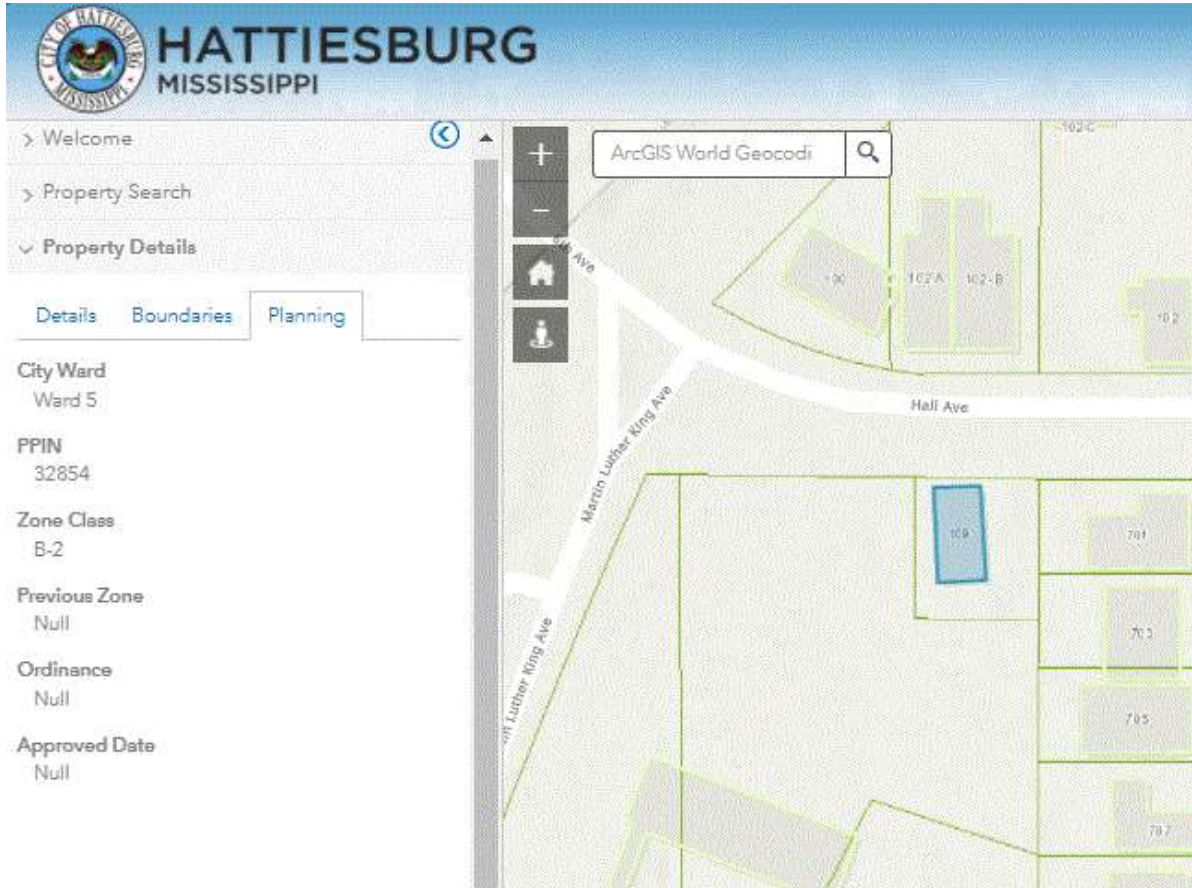
 Estuarine and Marine Deepwater	 Freshwater Emergent Wetland	 Lake
 Estuarine and Marine Wetland	 Freshwater Forested/Shrub Wetland	 Other
	 Freshwater Pond	 Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned B-2, Neighborhood Business District by the City of Hattiesburg. This zoning allows for primarily commercial uses, with single family residential uses permitted. Please see the addend of this report for the full zoning ordinances.



4.5.9 B-2 Neighborhood Business District.	
Description and Purpose.	Characteristic Development Type
The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: The property is improved with a +/- 1,099 sf single family residential home. The home features 3 bedrooms and 1 bath and was in fair condition at time of inspection. Site improvements include a paved drive, landscaping and a carport.

Adjacent Land Uses: Residential & Special Purpose (church)

Easements/Encumbrances: None

Utilities:



-  **Gas Service Area** ⓘ
Willmut Gas and Oil Co.
-  **Telecomm Service Area** ⓘ
BellSouth Telecommunications, LLC
-  **Electric Service Area** ⓘ
Mississippi Power Company
-  **Sewer Service Area** ⓘ
null
-  **Water Service Area** ⓘ
null

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas And Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in a residential area of Hattiesburg, with most of the homes being older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated. The age of the house located on the subject property is unknown, according to the Forrest County Tax Assessor's website. It is estimated to be +/- 50 years old.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.15 acres or +/-6,379 sf of PPIN #32854. The acquisition encompasses the entire larger parcel and does not leave a remainder.

Following the acquisition, there will be 0.00 acres remaining on the Martin Luther King Avenue Baptist Church property, that is the subject of this report.

Dimensions/Area/Shape: The fee simple acquisition area contains the whole +/- 0.15 acres or +/- 6,379 sf parcel.

Site Improvements: There are single family improvements located in the right of way, as well as a concrete driveway, and landscaping.



A photo of the property is shown above.

Rights to be Acquired for Each Parcel: Fee Simple

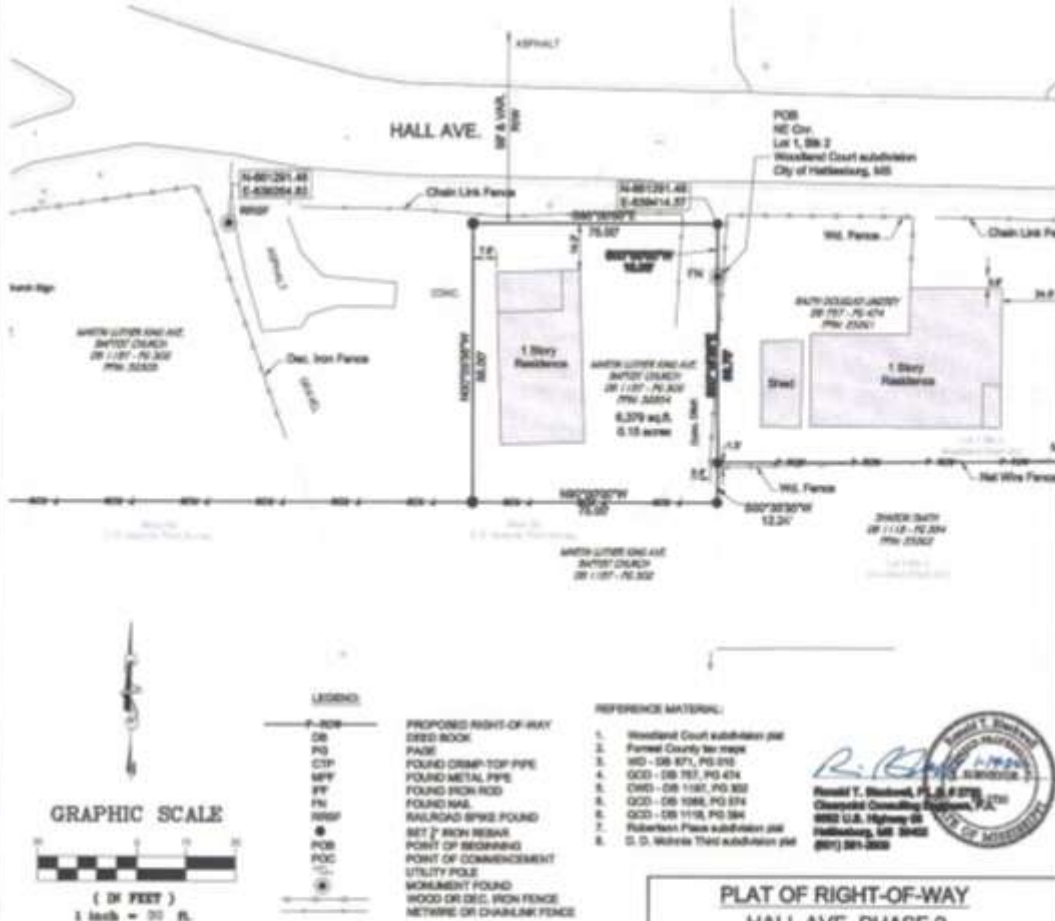
SURVEY

DESCRIPTION OF SURVEY AREA

MARTIN LUTHER KING AVE. BAPTIST CHURCH
PPIN# 32854

A part of Block 65 of the D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 27.89" and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South 00 degrees 16 minutes 35 seconds East along the west line of said Lot 1 for a distance of 56.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South 00 degrees 35 minutes 35 seconds West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 75.00 feet to an iron pin set; thence run North 00 degrees 05 minutes 56 seconds West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South 90 degrees 00 minutes 00 seconds East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 65 of the D.D. McInnis Third Survey; thence run South 00 degrees 00 minutes 00 seconds West for a distance of 16.06 feet back to the Point of Beginning. Said parcel contains 6,379 square feet, or 0.15 acres, more or less.



**PLAT OF RIGHT-OF-WAY
HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG -
FORREST COUNTY,
MISSISSIPPI**

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PROPERTY OWNER:

Martin Luther King Ave.
Baptist Church
PPIN: 32854

CCE NO.: 76242058

SCALE: 1" = 30'

DATE: 1/17/2021

CHECKED: JB

DRAWN: RTB

SHEET 1 OF 1

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel and subject property of this report will have 0.00 acres remaining.

Frontage/Access:



- Topography:** This is a complete take with no remainder.
- Flood Plain and Drainage Data:** This is a complete take with no remainder.
- Use Restrictions:** This is a complete take with no remainder.
- Off-Site Public Improvements:** This is a complete take with no remainder.
- Easements/Encumbrances:** This is a complete take with no remainder.
- Utilities:** This is a complete take with no remainder.

Comments:	Include additional narrative, as needed.
This parcel is a complete take, and there is no remainder.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.15 acres of land located in Hattiesburg, MS.

Items of Personal Property Not Appraised

Range/oven, vent hood, fridge, microwave, and air conditioning units.

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the inspections of the subject property.

Basic Construction Details

Design/Style: +/- 1,099 sf wood sided traditional single family home, with a partial brick veneer across the front.

Foundation: Raised

Exterior Walls: Wood frame with siding and some brick veneer

Roof: Asphalt shingles

Windows: Vinyl

Exterior Doors: Glass and metal, wood

Interior Floors: Vinyl flooring, wood flooring

Interior Walls: Painted gypsum board

Ceiling: Drywall

Lighting: Single incandescent lighting, ceiling fans with light kits

Kitchen Appliances: Range/oven, vent hood, fridge, microwave (personal property)

Room Count (Total / Bedrooms / Bathrooms): 3 bedrooms- 1 bath

Heating and Cooling: Air conditioning units (personal property), ceiling fans, and gas furnace

Parking and Drives: Gravel drive off of Hall Avenue

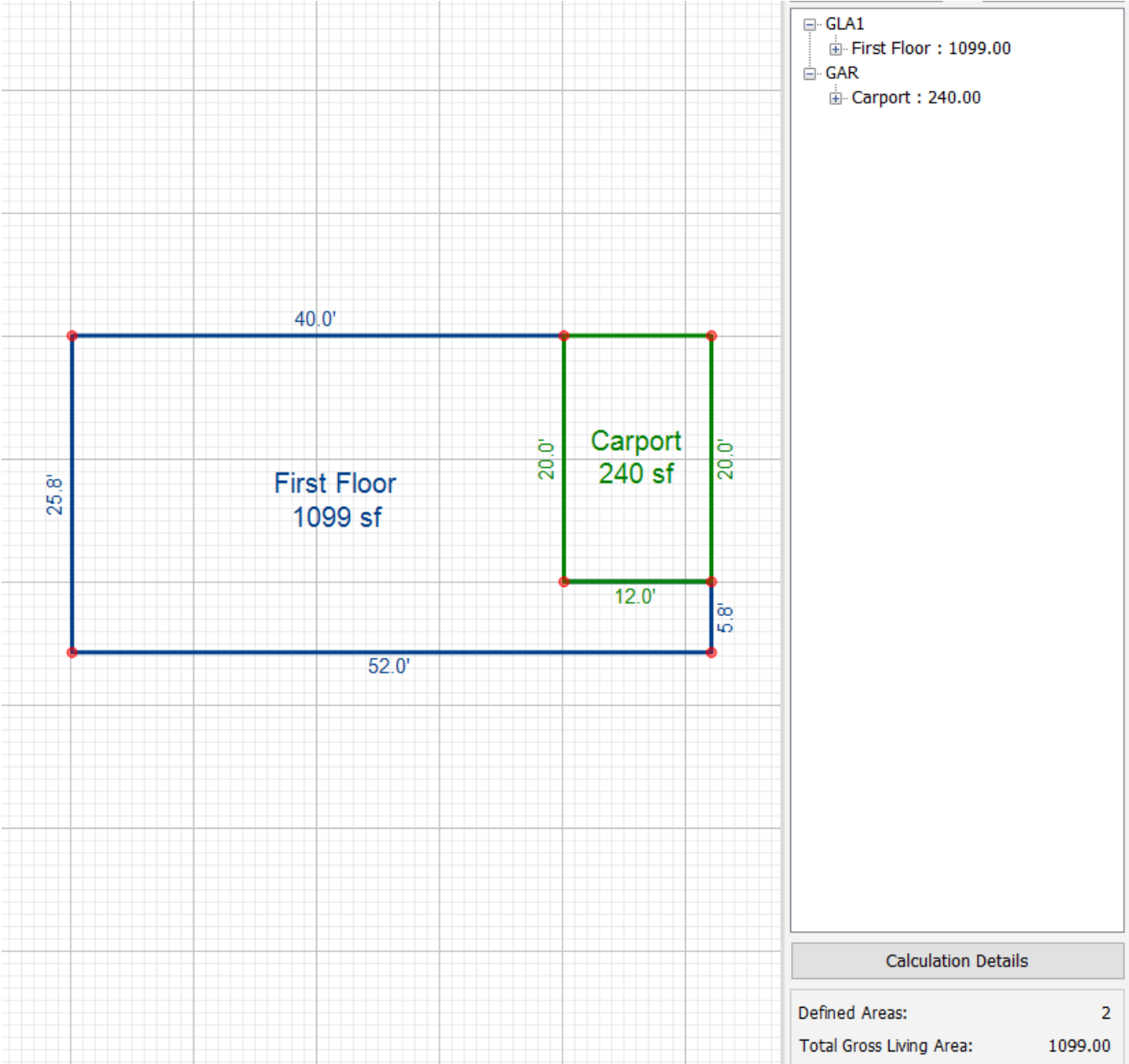
Actual Age: Unknown

Items of Deferred Maintenance:

Improvements in the Acquisition: Complete take, all improvements including the concrete drive, the residence and the fencing.

Improvements Remaining: None

IMPROVEMENT SKETCH





Front view of the residence from Hall Avenue.



Additional view of the subject property.



Additional view of the subject property.



Additional view of the residence on the property.



Kitchen area



Living room



Bedroom



Bathroom



Bedroom



Bedroom

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Survey, as well as the legal description found in the deed for this property, the tract is rectangular in shape and contains a total of 0.15 acres, more or less. The adjacent property is owned by the Hattiesburg Public School District and is subject to a long term lease to Martin Luther King Baptist Church. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The tax parcel containing +/- 0.15 acres and the single family home differ in highest and best use from the adjacent church property. Therefore, the 0.15 acres was valued as the larger parcel, with the special purpose church use being valued in a separate larger parcel and separate appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The site has access to Hall Avenue and is physically large enough for a wide variety of uses. The 0.15 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned B-2 by the City of Hattiesburg. This zoning district is intended for business uses. However, the single family residential use is a permitted use. Financially feasible: The site is located in Hattiesburg and is legally restricted to B-2 zoning class. The Hall Avenue corridor has seen good interest in renovating older historic homes and cottages, due to their close proximity to downtown Hattiesburg. There is less commercial activity in recent years. <u>Highest and Best Use As Vacant:</u> The subject property contains 6,379 square feet. The property does not have a physical access point off of Hall Avenue and is in an area of residential uses. The commercial uses are located closer to the intersection of Hall Avenue and MLK Avenue. For this reason, and due to the lack of demand for off corner commercial uses in this area the highest and best use as vacant is the current use or single family residential, as a vacant lot. <u>Highest and Best Use As Improved:</u> Using the land value adopted later in this report of \$6,400 indicated. The value as a residence exceeds this land value. Thus, the improvements contribute and the HABU of the property, "as improved" was determined to be for residential purposes.	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, nothing will remain on the larger parcel. Therefore, the highest and best use in the after condition is not applicable.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
3/5/2015	Deacons of MLK Baptist Church	Trustees of MLK Baptist Church	N/A	1197/302	Title
Explanation: There have been no transfers in ownership in the last five years. However, for reference the most recent conveyance which was a corrected warranty deed was listed.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 32854	True Value – Land	N/A
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

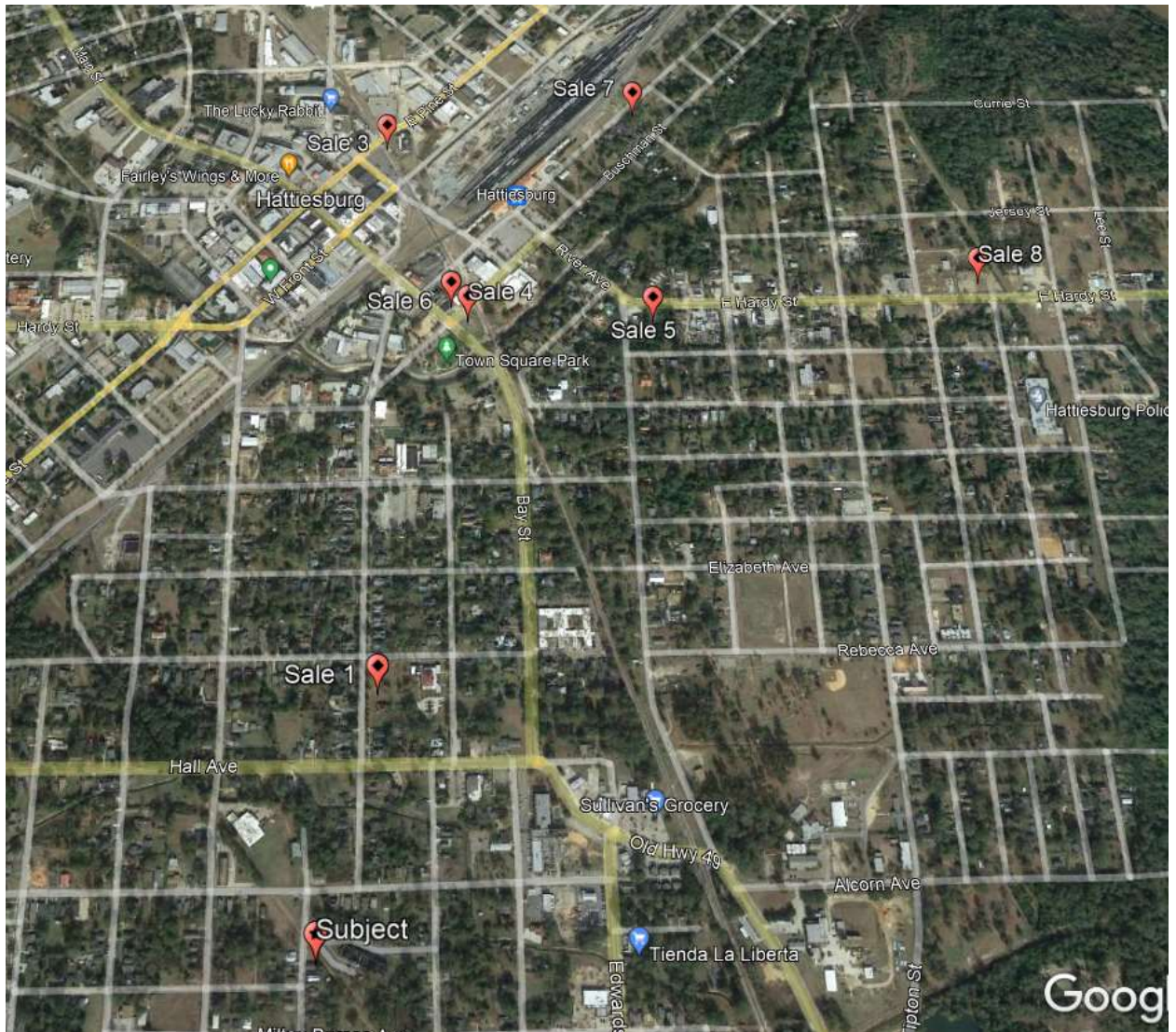
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an improved single family home on a residential lot. The home is dated, and the Cost approach would be too weakly supported due to the vast amount of depreciation and the proper identification of all forms. The property is owner occupied and again due to the lack of supporting data the Income approach was not utilized. The value of the entire property including the single family home is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the residential lot, with a valuation of the improvements following.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value of the Residential lot

☒ Complete Take
☐ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	L-1	Comp Sale #	L-2	Comp Sale #	L-7
Location		Walnut Street		North 24th Avenue		New man Street	
Sales Price			\$20,000		\$22,000		\$3,750
Price Per Lot			\$20,000.00		\$22,000.00		\$3,750.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Financing	Typical						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Condition of Sale	Arms-Length						
Adjusted Price / SF			\$1.27		\$0.60		\$0.57
Market Conditions	Date of Sale	4/7/16	30%	4/7/17	25%	1/19/22	0%
Adjusted Price / SF			\$1.65		\$0.15		\$0.57
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	0.15 ac lot	0.362	\$0.00	0.848	\$0.00	0.150	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	B-2	R1-A	\$0.00	R1-A	\$0.00	R1-C	\$0.00
Net Adjustment		(+/-)	\$0.38	(+/-)	\$0.15	(+/-)	\$0.00
		Net %	30.00%	Net %	25.00%	Net %	0.00%
		Gross %	30.00%	Gross %	25.00%	Gross %	0.00%
Adjusted Sales Price			\$1.65		\$0.75		\$0.57

Adopted Unit Value, Before (Land Only): \$1.00/sf

Size	Unit of Measure	Rate
6,379 sf	Sq. Ft. @	\$1.00
	Per SF	\$6,379
Add (Timber, minor site improvements, other - See Attached):		\$0
Total Before Value (Land Only):		\$6,379
r/o		\$6,400

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2016 to 2022. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned B-2, Neighborhood Business District. All of the sales had residential zoning. The highest and best use was residential. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$0.57 to \$1.65 per square foot. Lot sale #3 was considered the most similar overall, due to it being recent and similar in size. Overall, considering the other adjusted values, a value of \$1.00 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

The total value of the property as improved with a single family home is presented on the following page.

☒ Complete Take

☐ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	1
Location	Hall Avenue	104 3rd Avenue	
Sales Price			\$69,900
Price Per Unit (Sq. Ft.)			\$53.40
	Description	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,	Fee	
Adjusted Price			\$69,900.00
Financing	Typical	Typical	
Adjusted Price			\$69,900.00
Condition of Sale	Arms-Length	Arms-Length	-2%
Adjusted Price/ sf			
Market Conditions	Date of Sale	4/6/20	10%
Adjusted Price/ sf			\$57.67
Location	Hall Avenue	3rd Ave	0.00%
Quality of Construction	Average	average	0.00%
Age/Condition	N/A	1950	0.00%
Functional Utility	Fair	average	0.00%
Above Grade Room Count	Total Rms Bedrooms Baths	3 2 1.5	0.00% 0.00%
Size (GLA) (Sq. Ft.)	1,099	1309	0.00%
Basement & Finished Rooms Below Grade			
Garage/Carport	Concrete drive	Driveway	0.00%
Heat/Cooling	Air Cond. Units	Central	0.00%
Porches/Patios	1 car carport		0.00%
Special Features (Built-Ins, Fireplace, Swimming Pool, etc.)	none	None	0.00%
Energy Efficient		%	
Lot Size/Value Adj.	0.15 ac	0.12	0.00%
Net Adjustment		(+/-)	
		Net %	0.00%
		Gross %	0.00%
Adjusted Sales Price/SF			\$57.67

Comp Sale #	4	Comp Sale #	7
501 Rebecca Avenue		500 Buschman Street	
	\$50,000		\$40,000
	\$40.55		\$59.00
Description	+/- Adj.	Description	+/- Adj.
	\$40.55		\$59.00
	\$40.55		\$59.00
	-8%		
	\$37.30		\$59.00
5/22/20	10%	12/23/21	\$0.00
	\$41.03		\$59.00
Rebecca Ave.	0%	Buschman St.	0.00%
Average	-20%	Fair	0.00%
1950	0%	1945	0.00%
Average	0%	Fair	
4	0%	2	0.00%
1	0%	1	0.00%
1233	0%	678	0.00%
driveway	0%	driveway	0.00%
Air Cond. Units	0%	Similar	0.00%
2 car garage	0%	Porch	0.00%
none	0%	none	0.00%
0.18	0%	0.10	0.00%
(+/-)	\$8.21	(+/-)	\$0.00
Net %	20.00%	Net %	0.00%
Gross %	20.00%	Gross %	0.00%
	\$32.83		\$59.00

Adopted Value (Improvement and Lot): \$50.00

Lot value Included in above

Total Before Value: \$54,950.00

BEFORE VALUE CONCLUSION:

1,099 sf x \$50.00/sf = \$54,950

Allocation of values:

Lot value \$6,400

Improvements Value \$48,550

Parcel No. 2-038C-16-001.00 / PPIN# 32854

Project No. 108639-81100

Explanation of Adjustment (Before and After)

Adjustments

Property Rights Conveyed: No adjustments were made.

Financing: No adjustments were made.

Conditions of Sale: As a condition of Sale 1, the seller paid \$1,300 towards termite damage. This equated to a negative 2% adjustment. On Sale 2 the seller gave \$4,000 as a painting allowance; thus, an 8% adjustment.

Market Conditions: The residential market in downtown Hattiesburg is generally appreciating at a steady rate, with historic homes being purchased and remodeled. The improved residential market is active, and a rate of 5% per year was applied to Sales 1 & 4. Sale 7 was recent.

Quality of Construction: The subject is an average quality structure, but inferior in overall appeal and demand to the "cottage" style homes represented in sale 2. This sale has higher demand for the appeal and design and was considered superior. A negative 20% adjustment was made for the superior quality based on the difference in cost reflected in the Marshall & Swift Cost guide, for fair to average to good quality ($\$80.50 / \$93.50 = 14\%$) and ($\$80.50 / \$130 = 39\%$). Thus, a negative 20% was applied to Sale 4.

Age/Condition: The subject residence's age is unknown; however, the surrounding properties were built around 1950 and appear to be of a similar age. The comparables were similar in condition and no adjustments were applied to the sales.

Functional Utility: No adjustments needed

Room Count (Bedrooms and Baths): The subject is a 3 bedroom – 1 bath home. Adjustments were applied to these sales. I utilized a price per square foot method; thus, no adjustment was made for room count.

Size (GLA): All three sales vary in overall square footage. However, the differences in overall size were not considered substantial enough to warrant an adjustment.

Garage/Carport: No adjustments were applied.

Heat / Cooling: No adjustments were applied.

Porches / Patios: No adjustments was applied.

Lot Value Adjustment: All three sales were on downtown lots, with fairly sized lots. No adjustment was applied to the sales for lot size.

Before Value – Reconciliation Of Improved Sales: I searched the local market for sales of residences with particular emphasis on similar sized residential homes in the downtown district. After researching a wide variety of sales in the Hattiesburg area, the three included residential sales were concluded to be the most similar to the subject property. These residential sales were adjusted in comparison to the subject property.

The current residential market is strong, with low inventory and high demand. A review of active residential listings in the downtown Hattiesburg indicated 11 active properties with 5 listed as pending sales. The current range in list prices is from \$48,000 to \$149,900 for houses in the 800 to 1,500 sf range. This spike in demand has increased the sale of older homes with renovations needed. The subject falls into this category with substantial deferred maintenance and repairs needed. These repairs would be costly. However, due to the current demand a unit value near the average was adopted. See a comparison of current active listings found on the following page;



The adjusted unit values of the three sales range from \$32.83 to \$59.00 per sf. A unit value within this range, or \$50.00/sf was adopted for the before value of the property.

$$1,099 \text{ sf} \times \$50.00/\text{sf} = \$54,950$$

In addition, two Quitclaim (Q) interests were valued. Quitclaim interest 1 (Q1) was valued and compensated as a portion of the fee simple value. Quitclaim Interest 2 (Q2) is the sublease and was allocated as a separate value of \$100.

Allocation of values:

Lot value	\$6,400
Improvement Value	\$48,550
Q-interest (Q2)	\$100

Allocation Explanation:

As stated, the church has 24.4 years remaining on a 99 year lease or 24.6% of the initial term. This was rounded to a 25% interest in the land for the church or \$1,600 (Q1). The Hattiesburg Public School District retains the remaining 75% interest in the land or \$4,800 of the total \$6,400 lot value. All improvement values were allocated to the church. The sub-lease tenant (Q2) was allocated \$100 for her nominal interest in the property.

After Value - Reconciliation

There is no remainder, thus the total after value of the property following the right of way acquisition was concluded to be \$0.00.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$55,050	\$0	\$55,050
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales and residential sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 0.15 acre lot and single family home were concluded to have a value of \$55,050. After the project is complete, the remaining site was concluded to have a value of \$0. Thus, just compensation due to the owner is \$55,050.	

The difference between the Fair Market Value of the whole tract and the remainder is \$55,050 as of 01/19/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
32854	0.150	Acre(s)		\$4,800					\$4,800
									\$0
									\$0
									\$0
									\$0
Totals	0.150	Acre(s)		\$4,800		\$0		\$0	\$4,800

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
Q1-32854	0.15 Ac	Acre(s)	Res	\$1,600	Residence	\$48,550	\$0	\$0	\$50,150
Q2-32854	0.15 ac	Acre(s)	Res	\$100					\$100
									\$0
									\$0
									\$0
Totals	0.000			\$1,700		\$48,550		\$0	\$50,250

Total of all Interests **\$55,050**

Q1= The quitclaim interest for the Martin Luther King Baptist Church

Q2= The quitclaim interest for Mary Dawson, etal

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



View of the east and south sides of the house.



Additional view of the house and the property.

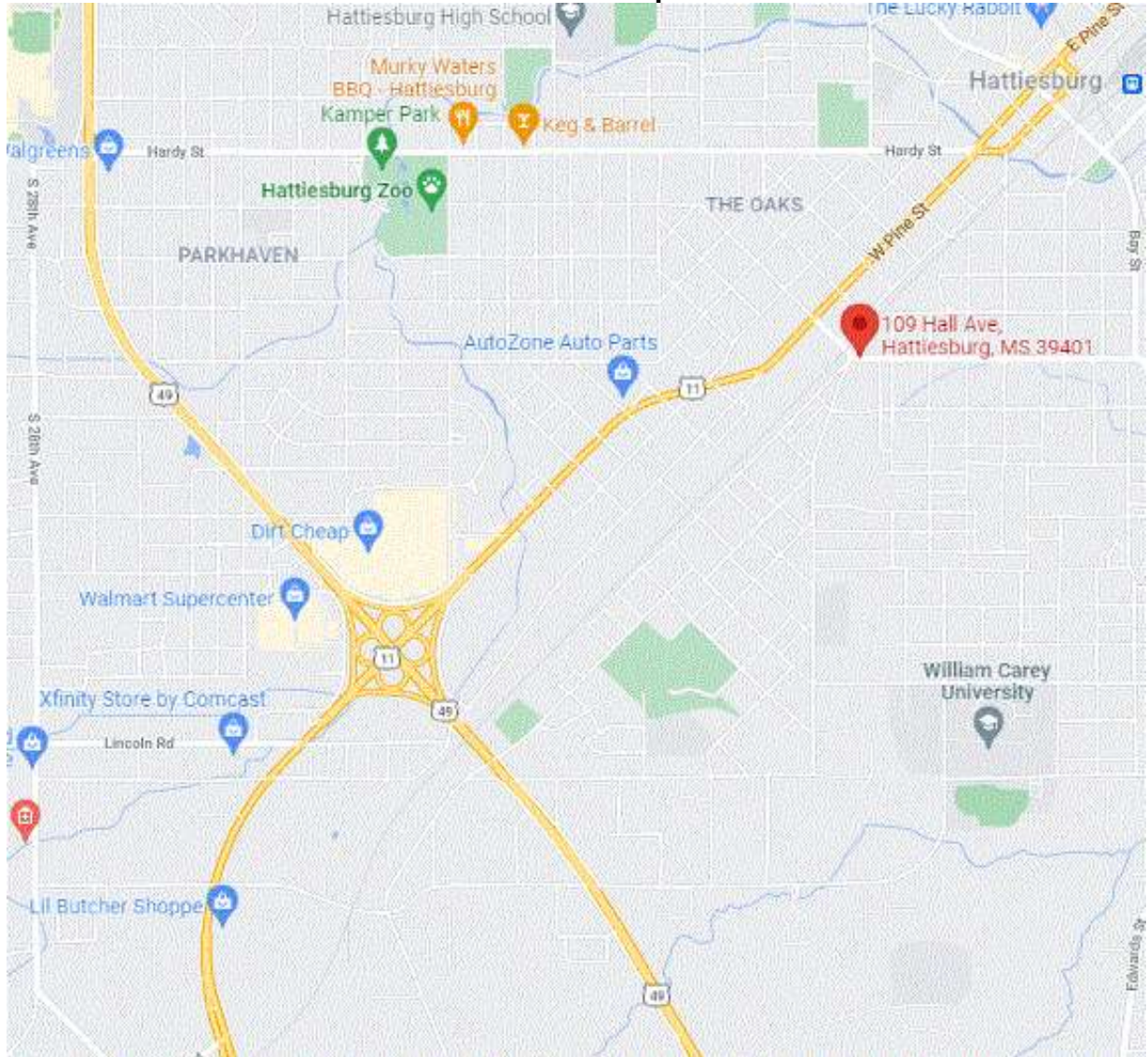


View of the west side of the house.



View of proposed ROW and improvements located inside the proposed ROW

Location Map



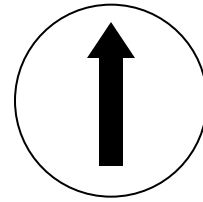
Sketch of Property¹⁷

AREAS

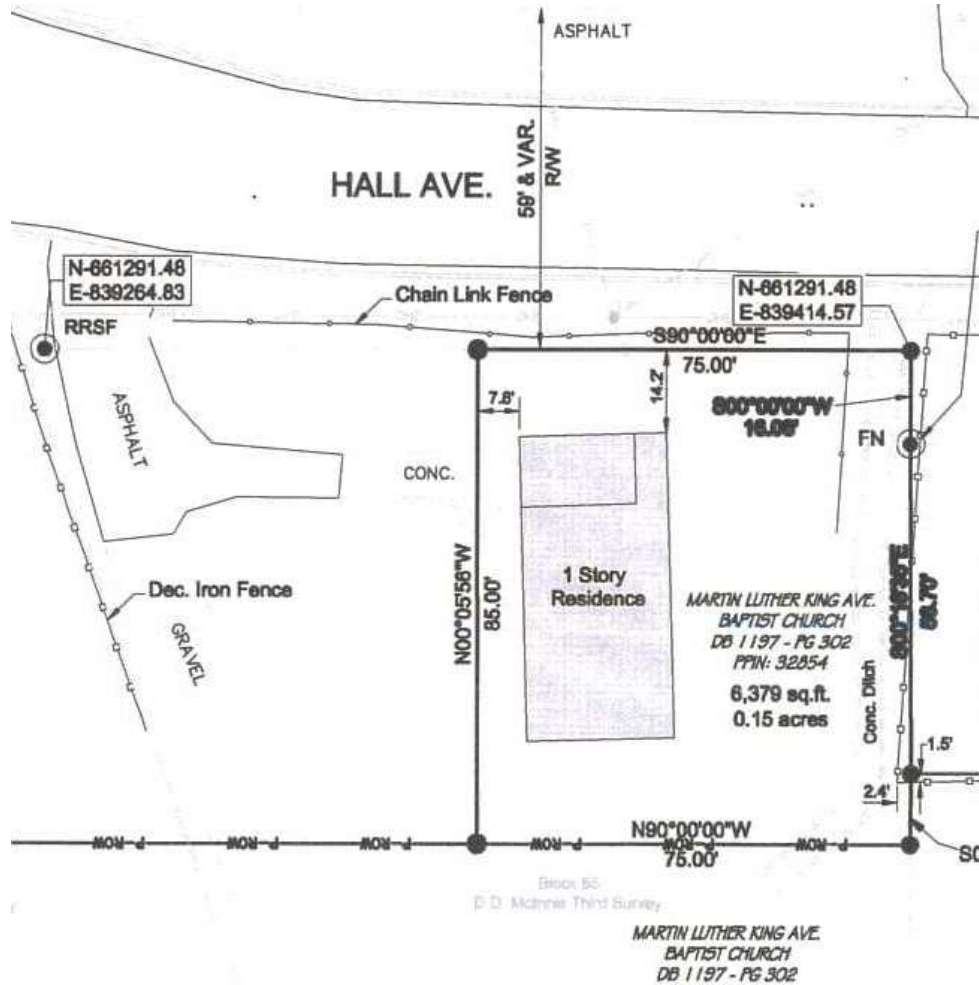
Area of Whole Tract - Before: 0.15 Acres

Area of Remaining Tract - After: 0.00 Acres

Area to be Acquired: 0.15 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No. 2-029P-10-302.00
Addenda

Project No. 108639-81100

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

Legal Description(s)

(attached)

A part of Block 65 of the D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South $00^{\circ} 16' 35''$ East along the west line of said Lot 1 for a distance of 56.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South $00^{\circ} 35' 35''$ West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North $90^{\circ} 00' 00''$ West for a distance of 75.00 feet to an iron pin set; thence run North $00^{\circ} 05' 56''$ West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South $90^{\circ} 00' 00''$ East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 65 of the D.D. McInnis Third Survey; thence run South $00^{\circ} 00' 00''$ West for a distance of 16.06 feet back to the Point of Beginning. Said parcel contains 6,379 square feet, or 0.15 acres, more or less.

DESCRIPTION OF SURVEY AREA
MARTIN LUTHER KING AVE. BAPTIST CHURCH
PPIN# 32854

A part of Block 65 of the D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a found nail at the northeast corner of Lot 1, Block 2 of Woodland Court subdivision, City of Hattiesburg, MS, thence run South $00^{\circ} 16' 35''$ East along the west line of said Lot 1 for a distance of 56.70 feet to an iron pin set at the southwest corner of said Lot 1; thence run South $00^{\circ} 35' 35''$ West along the west line of Lot 2, Block 2 of said Woodland Court subdivision for a distance of 12.24 feet to an iron pin set; thence run North $90^{\circ} 00' 00''$ West for a distance of 75.00 feet to an iron pin set; thence run North $00^{\circ} 05' 56''$ West for a distance of 85.00 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run South $90^{\circ} 00' 00''$ East along said southern right-of-way of Hall Avenue for a distance of 75.00 feet to an iron pin set at the northeast corner of said Block 65 of the D.D. McInnis Third Survey; thence run South $00^{\circ} 00' 00''$ West for a distance of 16.06 feet back to the Point of Beginning. Said parcel contains 6,379 square feet, or 0.15 acres, more or less.



GRAPHIC SCALE
 (IN FEET)
 1 inch = 30 ft.

LEGEND:

- P-AGE
- DR
- PS
- GTP
- MPF
- SP
- FN
- RRSP
- SET 2" IRON REBAR
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- UTILITY POLE
- MONUMENT FOUND
- WOOD OR DEC. IRON FENCE
- NETWIRE OR CHAINLINK FENCE

REFERENCE MATERIAL:

1. Woodland Court subdivision plat
2. Forrest County tax maps
3. WD - 58 671, PG 013
4. QCD - DB 757, PG 414
5. QCD - DB 1107, PG 363
6. QCD - DB 1088, PG 374
7. QCD - DB 1118, PG 384
8. Robertson Place subdivision plat
9. D. D. McInnis Third subdivision plat



NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Jan. 17, 2022.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.

STATE PLANE DATA:

State Plane Zone: MS East 2011
 Datum: NAD 1983
 Combined Factor: 0.999971048
 Convergence Angle: $-01^{\circ} 14' 34.72''$
 Reference Point: NW Corner of Lot 1 Block 2 Woodland Court SDC

PLAT OF RIGHT-OF-WAY
HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG -
FORREST COUNTY,
MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
 1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com



PREPARED FOR:

PROPERTY OWNER:

Martin Luther King Ave.
 Baptist Church
 PPIN: 32854

CCE NO.: 78242058
SCALE: 1" = 30'
DATE: 1/17/2022
CHECKED: JS
DRAWN: RTB
SHEET 1 OF 1

Drawing Location: C:\Users\Ronan\Documents\USP\PLU-2021\8080\PLU-2021\78242058 - Hall Ave West BUILD Project\RTB\RTB-Model_RTB.dwg

LEASE AGREEMENT

Residential Lease Agreement

Lease Agreement, entered into between **Martin Luther King Baptist Church of, 110 Martin Luther King Avenue, Hattiesburg, MS 39401 (Landlord)** and **Eugene Polk and Mary Dawson (Tenant)**

For good consideration it is agreed between the parties as follows:

1. Landlord hereby leases and lets to Tenant the premises described as follows: **109 Hall Avenue, Hattiesburg, MS 39401**
2. This lease shall be for the term of 2 year(s), commencing on April 1, 2020, and terminating on March 31, 2022.
3. Tenant shall pay Landlord the monthly rent of **\$500.00** during said term, in monthly payments of **\$500.00**, each payable monthly on the first day of each month in advance. Tenant shall pay a **\$50.00** late fee if payment is not received by the 5th of the month.
4. Tenant shall at their expense provide the following utilities or services:
5. Tenant further agrees that:
 - a. Upon the expiration of the Lease it shall return possession of the leased premises in its present condition, reasonable wear and tear, fire casualty excepted. Tenant shall commit no waste to the leased premises
 - b. Tenant shall not assign or sublet said premises or allow any other person to occupy the leased premises without Landlord's prior written consent.
 - c. Tenant shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.
 - d. Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said lease premises.
 - e. Tenant shall not conduct on the premises any activities deemed extra hazardous, or a nuisance, or requiring an increase in fire insurance premiums.
 - f. Tenant shall not allow pets on the premises without a pet deposit of **\$50.00**
 - g. In the event of any breach of the payment of rent or any other allowed charge, or other breach of this lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-

- enter and re-claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.
6. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
 7. This Lease shall be subordinate to all present or future mortgages against the property.

Signed this 3-5-20 day of _____

In the presence of:

Mary J. Dawson
Tenant

Michael B. Bly
signing on behalf of Landlord

Eugene B. Bly Jr
Tenant

signing on behalf of Landlord

Malaysia L. Jackson
TENANT





Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	32854
PARCEL ID:	2-0380-16-001.00
OWNERNAME:	MARTIN LUTHER KING AVENUE BAPTIST
ADDRESS1:	110 MARTIN LUTHER KING AVE
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39401
SECTION:	16
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	PT OF BLK 65 OF D D MCINNIS 3RD SURVEY BEG NE/COR OF BLK 65 TH W 75FT S 85FT E 75FT N
LEGAL2:	85FT OT DB604 P606 9/88 BK 613 PG 399 03/06/1989PREV #H0628-38-001B
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	0
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	0
IMP_VAL1:	0
IMP_VAL2:	0
EXEMPT_COD:	11
DEED_BOOK:	1197
DEED_PAGE:	302
DEED_DATE:	1425427200000
SITUS AREA:	0



Property Appraisal Link

FORREST COUNTY, MS

Current Date 1/19/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-038C-16-001.00 **ALT PARCEL NUMBER** 230 -0628-065-001.02
PPIN 032854 **SKETCH** 1
OWNER NAME MARTIN LUTHER KING AVENUE BAPTIST
OWNER ADDRESS 110 MARTIN LUTHER KING AVE
 HATTIESBURG MS39401

PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY DATE: //
CLASSIFIED BY DATE: //
REVIEWED BY O/S DATE: 5/21/2009
REALTOR CODE

LEGAL DESCRIPTION
 1 PT OF BLK 65 OF D D MCINNIS
 2 3RD SURVEY BEG NE/COR OF BLK
 3 65 TH W 75FT S 85FT E 75FT N
 4 85FT OT DB604 P606 9/88
 5 BK 613 PG 399 03/06/1989
 6 PREV #:H0628-38-001B
 Block 065 Section 16 Township 04N Range 13W
 Book 1197 Page 302 Type WD Date 3/4/2015
 Book 1180 Page 214 Type WD Date 6/13/2014
 Book 1006 Page 744 Type WD Date 2/13/2007

LOT INFORMATION
LOT CODE 0628 **LOT SIZE** **LOT VALUE**

CODE FRONT FT DEPTH PRICE DEPTH/TALE DEPTH % ADJ % DESCRIPTION ADJ PRICE APPRAISED CLASS
 *** NO LOT INFO ***

ACRE INFORMATION
ACRES TYPE DUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE**
LAND USE CODE CLASS 1 6100 FINANCE,INSURANCE AND RE
LAND USE CODE CLASS 2 6100 FINANCE,INSURANCE AND RE

BUILDING DESCRIPTIONS
NUMBER CODE BUILDING DESCRIPTION VALUE ELIGIBLE CLASS 1
 *** NO BUILDING INFO ***

TOTAL PARCEL VALUE





Property Link
FORREST COUNTY, MS

Current Date 1/19/2022

Tax Year 2021

Records Last Updated 1/19/2022

NO TAX RECORD FOUND

[Forrest County Home](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tax Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

PROPERTY DETAIL

CALCULATOR METHOD

SINGLE-FAMILY RESIDENCES (351)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	Sq. M.	COST Cu. Ft.	Sq. Ft.
C	Excellent	Face brick, cut stone, heavy roof structure, shakes, tile, slate	Plaster, ornamental detail, fine carpet, parquet, or plank	Some special fixtures, more than one bath per bedroom	Warm and cool air	2152.78	25.00	200.00
	Very good	Good brick, stone trim, shakes or concrete tile roof on good structure	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1786.81	20.75	166.00
	Good	Brick or good block and stucco, concrete, shakes or wood shingles	Good plaster or drywall, some ornamentation, carpet or hardwood composition, average carpet	Good lighting and outlets, one bathroom per two bedrooms	Package A.C.	1506.95	17.50	140.00
	Average	Brick or block, concrete w/SIP forms, wood or good asphalt shingle roof	Plaster or drywall, hardwood, vinyl composition, average carpet	Adequate lighting/plumbing per good building codes	Forced air	1071.01	12.44	99.50
	Fair	Block or brick, concrete w/SIP forms, standard sash, asphalt shingle roof	Drywall or tinted plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	914.93	10.63	86.00
	Low cost	Block or cheap brick, asphalt shingle roof, few windows	Drywall, exposed block, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	789.62	8.94	71.50
	Cheap	Cheap block, composition roof, cheap sash	Painted block, few partitions, asphalt tile, softwood	Minimum, substandard by most building codes	None	645.83	7.50	60.00
	Excellent	Face brick, cut stone veneer, heavy rafters, shakes, tile, slate, etc.	Plaster, ornamental detail, fine carpet, parquet, or plank	Some special fixtures, more than one bath per bedroom	Warm and cool air	2142.02	24.88	199.00
	Very good	Good brick veneer, stone trim, conc. tile or shakes or slate	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1776.04	20.63	165.00
	Good	Select common or used brick veneer, shakes or good shingles	Good plaster or drywall, some ornamentation, carpet or hardwood	Good lighting and outlets, one bath per two bedrooms	Package A.C.	1496.18	17.38	139.00
D MASONRY VENEER	Average	Brick veneer, some trim, wood or good asphalt shingles	Plaster or drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing per good building codes	Forced air	1071.01	12.44	99.50
	Fair	Brick veneer, little trim, standard sash, asphalt shingles	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	920.31	10.69	85.50
	Low cost	Brick or block veneer, few windows, asphalt shingles	Drywall/tinted plaster, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	775.00	9.00	72.00
	Excellent	Half-timber, stone or brick trim, heavy rafters, slate, tile, shakes	Plaster, ornamental detail, fine carpet, terrazzo, slate, etc.	Some special fixtures, more than one bath per bedroom	Warm and cool air	1960.56	23.00	184.00
	Very good	Best stucco, EIFS, or siding, brick or stone trim, shakes, concrete tile	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1646.88	19.13	153.00
	Good	Good stucco, EIFS, or siding, tile, light shakes or good shingles	Good plaster or drywall, some ornamentation, carpet or hardwood	Good lighting and outlets, one bath per two bedrooms	Package A.C.	1399.31	18.25	130.00
	Average	Stucco or siding, EIFS, some trim, wood or good asphalt shingles	Plaster or drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing per good building codes	Forced air	1006.42	11.69	93.50
	Fair	Stucco or siding, standard slash, asphalt shingles or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	666.49	10.06	80.50
	Low cost	Low-cost stucco or siding, asphalt shingle roof, few windows	Drywall/tinted plaster, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	731.95	8.50	68.00
	Cheap	Box frame or light studs, cheap stucco/siding, windows, comp. roof	Drywall, cheap ceiling or none, softwood or asphalt tile on slab	Minimum, substandard by most building codes	None	613.54	7.13	57.00
S	Average	Pre-engineered frame, insulated sandwich panels, average windows	Gypsum board or acoustic tile, vinyl composition and carpet	Adequate lighting/plumbing per good building codes	Forced air	968.75	11.25	90.00
	Fireplaces, balconies, porches and built-in appliances are not included, see Pages 38-41. For average wall heights over 8 feet (2.44 meters), excluding gables, add 3% for each foot (.305 meter). For small residential elevators and fire sprinkler systems, see notes on Page 38 and 39. See Page 35 for garage costs. For basements, see Page 26; for basement garage Lump-sum addition, see Page 32.							

MAINTENANCE SERVICE
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The data included on this page becomes obsolete after update delivery, Scheduled for August 2022.

8/2020

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

Page 3

Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
Page 4

REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
Page 5

USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 25261
Owner	Estate of Ralph D. Lindsey
Occupied / Leased	Vacant
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/19/2022
Review Report Date	02/11/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal review report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Estate of Ralph D. Lindsey
Parcel No:	PPIN # 25261
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☒ Yes	☐ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/19/2022	Report Date: 02/11/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.15 Acres
	☐ Easement	Area of Remaining Tract 0.00 Acres
	☐ Other	Area to be Acquired 0.15 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 25261 Project No. 108639-81100

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/19/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$85,560	\$0	\$85,560
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an improved urban tract of land located at the southwest quadrant of Hall Avenue and Woodland Court located in Lot 1, Block 2 of the Woodland Court Subdivision of the city of Hattiesburg situated within Section 15, Township 4 North, Range 15 West, Hattiesburg, Forrest County, MS. The tax parcel number is PPIN # 25261. The subject property has a physical address of 701 Woodland Court, Hattiesburg, MS 39401. The total property consists 0.15 Acres or 6,351 sq. ft.+ improved with a single-family residence. The property is currently improved with a wood frame single family traditional style residence containing 1,818 sq. ft. situated on a conventional foundation. Approximately 392 sq. ft. of the residence is partially unfinished according to the appraiser with no heating and cooling being a "downstairs" area that was added and situated on a concrete foundation. The residence was considered to have 1,426 sq. ft. of gross living area. Also, the property has a covered front porch and related site improvements consists of an old shed and some fencing. The exterior walls are wood frame with painted siding and an asphalt shingle roof covering. The interior is heated and cooled via a wall air conditioning unit, ceiling fans, and a gas furnace with three (3) bedrooms and two (2) bathrooms. The interior floors were reported as hardwood and laminate wood flooring. The ceilings were drywall and the walls painted gypsum board. The residence was constructed in 1950. The residence isn't considered a historic structure; although, there are several historic homes in the area that have been renovated. The property has typical site improvements to include a gravel / concrete driveway, shed, and nominal landscaping. Personal property items include typical household furniture inclusive of any appliances not attached and other miscellaneous personal property throughout both the home and yard. The air conditioning/heating units are considered attached as there was a hole cut in the wall to install these items.	

Parcel No. PPIN # 25261 Project No. 108639-81100

For a more detail discussion of the improvements please refer to page 21 of the appraisal report.

The subject property consists of a total of 0.15 acres more or less or 6,351 sq. ft.± being rectangular in shape. Reportedly, the subject property has approximately 112 linear feet of frontage along Hall Avenue and 56.7 linear feet± along Woodland Court.

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being rectangular in shape. The property enjoys access and frontage to both Hall Avenue and Woodland Court. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned R-1C; Residential by the city of Hattiesburg. Hence, the property is currently a legally conforming property. Adjacent land uses consist of improved residential properties and vacant land.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be residential and as improved, its current use or single family residential. The acquisition is a total take; hence, no discussion for highest and best use in the after condition was required.

The acquisition area consists of the total property or 0.15 acres or 6,351 sq. ft.±. There is no remainder. The appraiser noted that the concrete driveway, landscaping, and the fencing along the north property line are on current ROW.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rational for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. It is this reviewer's understanding that this does not affect the development of the report. The appraiser gave an Acquisition Guide and other materials related to the subject property to the owner's representative at the time of the property inspection. The appraisers met another representative at a later date and also gave him similar materials. The second meeting was with the deceased owner's brother and the owner's two children. The appraisal was completed as an Appraisal Report of Improved Property; which is the correct format as the improvements were valued in the before condition with no after valuation due to the property being a total acquisition. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before value using the market approach to value. The cost approach was deemed unreliable due to the age and condition of the improvements. Additionally, the Income Approach was not developed due to the nature of the property being owner occupied. As stated on Page 11 of the appraisal report, a jurisdictional exception is allowed to utilized only the Sales Comparison Approach when adequate data is available. The market data for the property as vacant and as improved was adequate to provide a credible assignment result. In the valuation of the subject's site identified consisting of 0.15 acres more or less or 6,351 sq. ft.± , the appraiser analyzed three (3) land sales ranging in size from 0.15 acres± to as large as 0.848 acres±. The sales ranged in price per square foot from a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft. having occurred between 04/16 and 01/22. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser	

determined that the sales all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered somewhat similar to the subject property with all three (3) sales considered.

After adjustments for the elements of comparison discussed, the adjusted range in value was between a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft.. For appraisal purposes, a unit value of \$1.00/sq. ft. was adopted or **\$6,400 RO.**

The indicated value of the land within the acquisition area is then **\$6,400.**

Within the Sales Comparison Approach of the total property, the appraiser analyzed three (3) improved sales ranging in size from 678 sf to as large as 1,309 sf or \$40.55/sf to \$59.00/sf having occurred between 04/20 to 12/21. The total sales prices ranged from \$40,000 to \$69,900. The appraiser made adjustments based on the total property value based on a percentage of the total sales price as adjusted for both seller's concessions (Condition of Sale) and market conditions (5% per year.) Most appraisers would make dollar adjustments for these differences; however, the resulting value is in line with the overall per square foot values of the comparable sales. Also, Sale 3 (7) was adjusted upwards nominally 5% due to the lack of similar storage space as the subject property.

The adjusted range of the total property value ranged from a low of \$41.03/sq. ft. to a high of \$61.95/sq. ft.. For the purpose of this appraisal, \$60/sf of livable area was adopted or **\$85,560** (1426 X \$60.)

The acquisition is a complete take; hence, there is no after value.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$85,560.**

Conclusion	<i>Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)</i>
As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the improvements did contribute, the appraiser completed a total before and after value of the subject property's total property in the before condition. The acquisition was a total take; hence, there is no after condition. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" and the "total property." The Cost and Income approaches to value were not considered necessary due to the available market data being adequate. The following opinions were developed as a result of my review of the appraisal that is the subject of this report. The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion. I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach. The estimated due compensations is then <u>\$85,560.</u>	

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$85,560 and is recommended as the basis for the establishment of the amount believed to be just compensation.

Parcel No. PPIN # 25261 Project No. 108639-81100

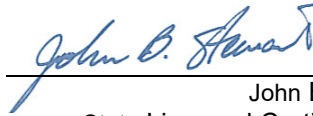
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 25261	\$6,400	\$79,160	\$0	\$85,560
Total: <i>Eighty-Five Thousand Five Hundred Sixty Dollars</i>				

Date
2/11/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

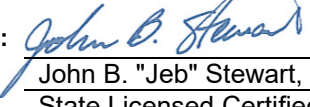
I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$85,560.

Review Appraiser (sig.):

(print name)

(license)

 John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate
Appraiser # 231

Date: 2/11/2022

Parcel No. PPIN # 25261

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Improved Property

Parcel Number(s) 2-038B-15-086.00 / PPIN #25261
Owner Estate of Ralph D. Lindsey
Vacant / Occupied / Leased Vacant
County Forrest
Project Description Hall Avenue West Project
Effective Date of the Appraisal 01/19/2022
Report Date 02/11/2022
Report Requested for Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County Forrest County

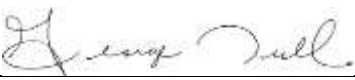
Owner(s): Estate of Ralph D. Lindsey / c/o Aletha M. Shaw-Milton (Attorney) Address: 701 Woodland Court
Phone: (601)270-8408 (Attorney) Hattiesburg, MS 39401
Occupant(s): Vacant Address: _____
Phone: _____

Estate Appraised: ☒ Fee Area of Whole Tract +/- 0.15 Acres
☐ Easement Area of Remaining Tract 0.00 Acres
☐ Quit-Claim Area to be Acquired +/- 0.15 Acres

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: <u>01/19/2022</u>	
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, acquisition guide and plat map were given to the property owner's representative during the property inspection on January 19 th , 2022. On Tuesday January 18 th , 2022, George Null contacted Attorney, Alethea M. Shaw-Milton to set up an inspection for the subject property. I also received a copy of a decree from a divorce proceeding that identified Evelyn Lindsey as having a lien against the property. On January 19 th , 2022, George Null, GA-679 met with Mr. John Lindsey (deceased owner's brother) at the property, and showed him a copy of the site plan, and explained to him the documents I provided and the right of way process. Mr. John Lindsey is the uncle to Desiree Lindsey and Casandra Lindsey, who own the property. Desiree Lindsey was there briefly but left prior to my inspection.	
Contact Comments	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee
Terms:	

Appraiser: 
(signature)
(print name) George Null, MAI
(license type) State Certified General Real Estate Appraiser, GA-679

Date: 02/11/2022

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038B-15-086.00 / PPIN #25261
---	--

Property Owner: Ralph and Evelyn D. Lindsey Address: 701 Woodland Court, Hattiesburg, MS 39401 Phone: (601)270-8408 (Attorney)	Leasehold (Tenants) None Address: Phone:
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Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the west side of Woodland Court at its intersection with the south side of Hall Avenue. The property is located in Lot 1, Block 2 of the Woodland Court subdivision of the City of Hattiesburg in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	

Size of the Whole Tract (Before):	0.15 Acres or 6,351 square feet
Size of the Remaining Parcel (After):	0.00 Acres
Size of the Area to be Acquired:	0.15 Acres or 6,351 square feet

Highest and Best Use Before (Whole Tract):	Residential
Highest and Best Use After (Whole Tract):	Residential

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	Same as whole tract
Highest and Best Use of the Larger Parcel(s)	Residential

Unit Value of the Land (Before)	\$1.00/sf
Unit Value of the Land and Improvements (Before)	\$60.00/sf
Unit Value of the Land (After)	\$0.00
Unit Value of the Land and Improvements (After)	\$0.00

Improvements:	
The property is improved with a +/- 1,818 sf single family residential home. Of the total +/-1,818 sf, 392 sf is partially unfinished, with no heating and cooling. Thus, there is 1,426 sf of gross living area. The home will be removed in the after condition. This is a complete take with no remainder.	

Total Before Value:	\$85,560
Total After Value:	\$0
Just Compensation:	\$85,560

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
PPIN # 25261	\$6,400	\$79,160	\$0	\$85,560

Effective Date of the Appraisal:	01/19/2022
Date of Report:	02/11/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 01/19/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$85,560</u>
Fair Market Value of the Remainder Property	After	<u>\$0</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$85,560</u>

as of 01/19/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 02/11/2022

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On January 19th, 2022, George Null, MAI met with Mr. John Lindsey at subject property. He is the uncle of the deceased property owner and met with us on the subject property. Mark Dye relocation /acquisition agent was present as well. We inspected the interior and exterior of the improvements. The house was renovated 3 to 4 years ago and was generally in good to average condition. The downstairs bedroom is somewhat unfinished and does not have heating and cooling. The house is a 3 bedroom, 2 bath house with a detached storage shed. Mr. Lindsey's brother passed away last year, and the property is currently vacant. There is no lease agreement, although there is a separate interest to Mr. Lindsey's ex-wife, according to the judgment decree. I have included a copy of the Judgement Decree in the addenda. I documented this inspection with the photographs in this report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *"when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion"*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *"when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report"*. Under Federal appraisal standards, "exposure time" statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto .

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-3I and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used	

without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the east side of Woodland Court at its intersection with Hall Avenue, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older residential homes and vacant land. At the southern end of Bay Street there is the police station, a closed gas station, and a funeral home. The zoning class changes to RC-1 zoning at this intersection. There is consistent traffic along Hall Avenue, although not strong enough to command a commercial use.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	<u>Hattiesburg</u>		
Primary Shopping/Trade Center – County	<u>Forrest</u>		
Nearest Employment Center	<u>Hattiesburg</u>		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along Woodland Court, near the intersection of Hall Avenue. Bay Street is to the east and connects North Main Street and James Street. The traffic counts for Bay Street are 5,300 and 4,600 for Hall Avenue. The surrounding uses are predominantly residential.					
The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.					
Neighborhood Zoning	☒ Res.	☐ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Single family residential

Legal Description of the Total Ownership: +/- 0.15 Acres or +/- 6,351 sf contained in one parcel located in Lot 1, Block 2 of the Woodland Court Subdivision of the City of Hattiesburg in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

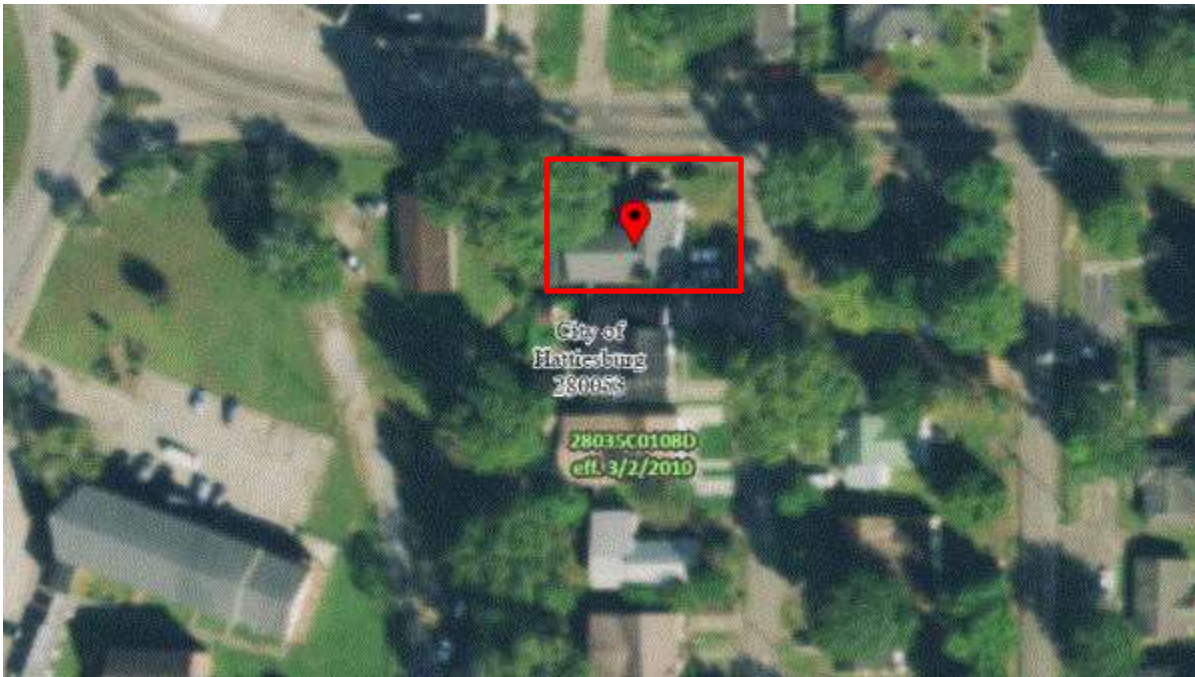
Location: The subject property is located along the west side of Woodland Court at its intersection with the south side of Hall Avenue in Hattiesburg, Forrest County, Mississippi. Hall Avenue is a residential corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is rectangular in shape with access along Woodland Court. The property is approximately 56.7' x 112' or +/- 0.15 acres, +/- 6,351 square feet.

Frontage/Access: The subject property has +/- 112' of frontage along Hall Avenue along its northern border and +/- 56.7' of frontage along Woodland Court along its western border. This public paved road provides good access to both Hall Avenue and Woodland Court, for residential uses.

Topography: The subject property is flat level land and is not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Ave. Project - Douglas (PPIN#25261)



January 17, 2022

Wetlands

-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland

-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond

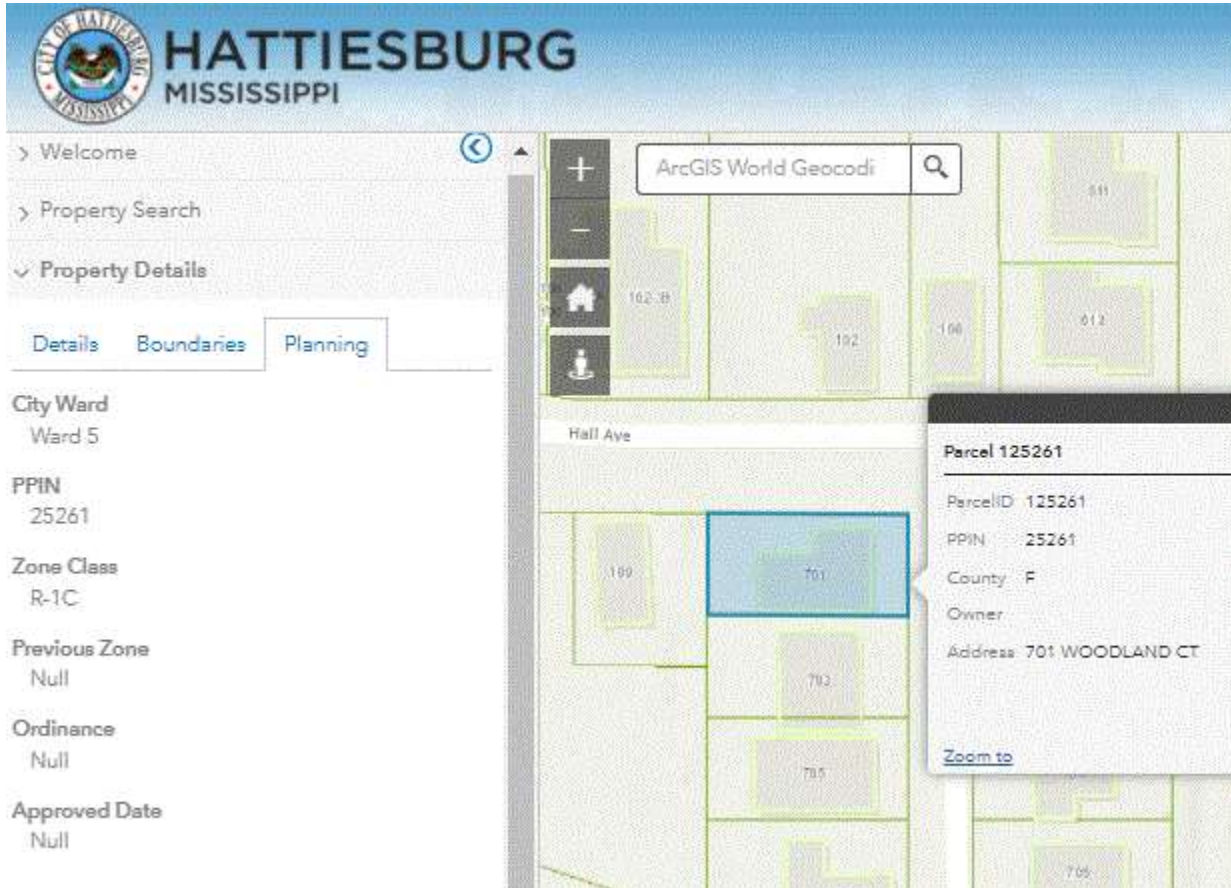
-  Lake
-  Other
-  Riverline

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned R-1C residential by the City of Hattiesburg. This residential zoning allows for single family residential uses, religious uses, parks, and schools. Please see the addend of this report for the full zoning ordinances.



4.5.5 R-1C Single-Family Residential District	
Description and Purpose.	Characteristic Development Type
The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: The property is improved with a +/- 1,818 sf single family residential home. Of the total +/- 1,818 sf, 392 sf is partially unfinished, with no heating and cooling. Thus, there is 1,426 sf of gross living area. The home features 3 bedrooms and 2 baths and was in average condition at time of inspection. Site improvements include a paved drive, landscaping and a carport.

Adjacent Land Uses: Residential

Easements/Encumbrances: None

Utilities:



-  **Gas Service Area** ⓘ
Willmut Gas and Oil Co.
-  **Telecomm Service Area** ⓘ
BellSouth Telecommunications, LLC
-  **Electric Service Area** ⓘ
Mississippi Power Company
-  **Sewer Service Area** ⓘ
null
-  **Water Service Area** ⓘ
null

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas And Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in a residential district of Hattiesburg, with most of the homes being older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated. The house located on the subject property was built in about 1950, according to the Forrest County Tax Assessor's website.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.15 acres or +/-6,351 sf of PPIN #25261. The acquisition encompasses the entire property and does not leave a remainder.

Following the acquisition, there will be 0.00 acres remaining on the Ralph D. Lindsey property.

Dimensions/Area/Shape: The fee simple acquisition area contains the whole +/- 0.15 acres or +/- 6,351 sf parcel.

Site Improvements: There are single family improvements located in the right of way, as well as a concrete driveway, and landscaping. The wood fencing on the north side of the lot is located in the existing right-of-way.



A photo of the property is shown above.

Rights to be Acquired for Each Parcel: Fee Simple

SURVEY

DESCRIPTION OF SURVEY AREA
RALPH DOUGLAS LINDSEY
PPIN# 25261

All of Lot One (1), Block Two (2) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}01'14''27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a metal pipe found at the southeast corner of said Lot 1, thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.01 feet to an iron pin set on the west line of said Lot 1; thence run North 00 degrees 16 minutes 35 seconds West for a distance of 56.70 feet to a found nail at the northwest corner of said Lot 1, said point also being on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along said southern right-of-way of Hall Avenue for a distance of 112.01 feet to an iron pin set on the western right-of-way of Woodland Ct.; thence run South 00 degrees 16 minutes 35 seconds East along said western right-of-way of Woodland Ct. for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,351 square feet, or 0.15 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
Ralph Douglas Lindsey
PPIN: 25261

PROPERTY OWNER:	CCE NO.: 76242058
	SCALE: 1" = 30'
	DATE: 1/17/2022
	CHECKED: JS
	DRAWN: RTB
	SHEET 1 OF 1

Drawing Location: C:\Users\forrest\Documents\B\B\B\PROJ-2022\B\B\B\PROJ-2022\76242058 - Hall Ave West BUILD Project\RTB\RTB Model_RTB.dwg

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the property will have 0.00 acres remaining.

Frontage/Access:



Topography: This is a complete take with no remainder.

Flood Plain and Drainage Data: This is a complete take with no remainder.

Use Restrictions: This is a complete take with no remainder.

Off-Site Public Improvements: This is a complete take with no remainder.

Easements/Encumbrances: This is a complete take with no remainder.

Utilities: This is a complete take with no remainder.

Comments:	<i>Include additional narrative, as needed.</i>
This parcel is a complete take, and there is no remainder.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.15 acres of land and improvements located in Hattiesburg, MS.

Items of Personal Property Not Appraised

None.

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the inspections of the subject property.

Basic Construction Details

Design/Style: +/- 1,818 sf traditional single family home with siding

Foundation: Raised

Exterior Walls: Wood frame with painted siding

Roof: Asphalt shingles

Windows: Vinyl

Exterior Doors: Glass and metal, wood

Interior Floors: Hardwood and laminate wood flooring

Interior Walls: Painted gypsum board

Ceiling: Drywall

Lighting: Single incandescent lighting, ceiling fans with light kits

Kitchen Appliances: Range/oven, vent hood, fridge, microwave

Room Count (Total / Bedrooms / Bathrooms): 3 bedrooms- 2 baths

Heating and Cooling: There are wall air conditioning units, ceiling fans, and a gas furnace on 1,426 sf of living area.

Parking and Drives: Gravel drive off of Woodland Court

Actual Age: 1950

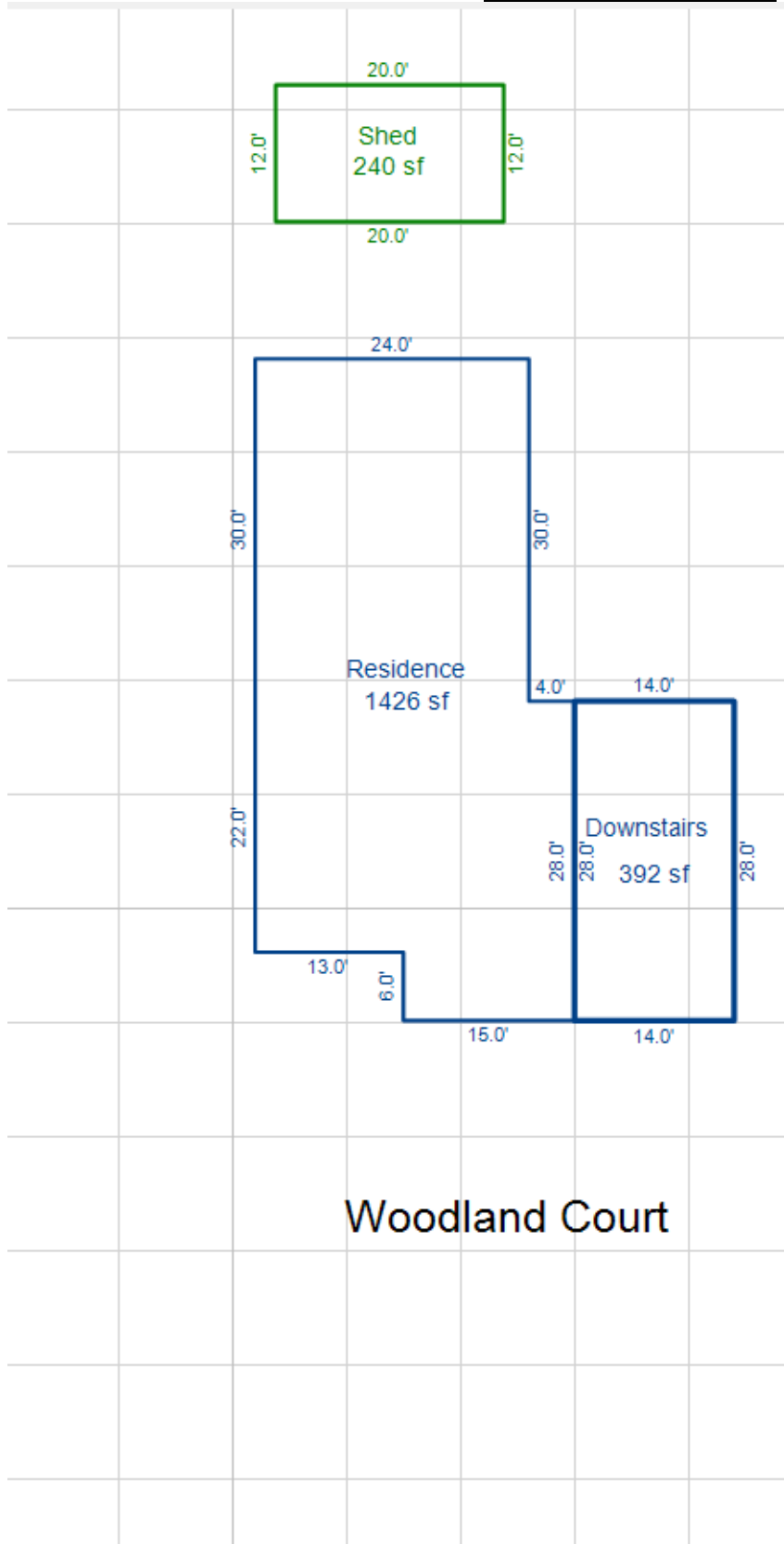
Items of Deferred Maintenance: None

Improvements in the Acquisition: Complete take, all improvements including the concrete drive, the residence and the shed.

Improvements Remaining: None

Other: The house was renovated approximately 4 to 5 years ago with new cabinetry, new ceramic counters, paint and new flooring. The downstairs +/- 392 sf area is somewhat unfinished and is not heated and cooled. It was considered as storage and not included in the gross living area.

IMPROVEMENT SKETCH



Calcs	
Expand All	Collapse All
- GLA1 - Residence : 1426.00 - GBA1 - Downstairs : 392.00 - GAR - Shed : 240.00	
Calculation Details	
Defined Areas:	3
Total Gross Living Area:	1426.00
Total Gross Building Area:	392.00



Front view of the residence from Woodland Court.



Additional view of the subject property.



Kitchen area



Living room



Bedroom



Bathroom



Bedroom



Bedroom



View of the downstairs area.



Additional view of the downstairs area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Survey, as well as the legal description found in the deed for this property, the tract is rectangular in shape and contains a total of 0.15 acres, more or less. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The subject tract consists of one tax parcel containing +/- 0.15 acres and a single family home. The 0.15 acres has unity of ownership, a consistent highest and best use, and is one contiguous property. Therefore, the entire 0.15 acres was valued as one whole parcel.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Physically possible: The site has access to Woodland Court and is physically large enough for a wide variety of uses. The 0.15 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned R-1C by the City of Hattiesburg. This zoning district only allows single family residential uses, churches, schools, and parks. The R1-C zoning would severely limit the overall use of the property to anything but SFR and religious uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to R1-C zoning class. The Hall Avenue corridor has seen good interest in renovating older historic homes and cottages, due to their close proximity to downtown Hattiesburg. A single family residential use is the only feasible use for the site. The property is located in a residential area of Hattiesburg, with residential immediately adjacent to the west, south, east and north. The only feasible, and maximally productive use of the site would be for single family residential uses. <u>Highest and best use as improved:</u> The property is improved with a single family residential home, that has adequate remaining economic life. The property as an improved single family property outweighs the value as vacant, and the only feasible use for the improved site is to continue as a single family residence. Therefore, the highest and best use as improved was considered to be as single family residential.	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, nothing will remain on the subject property. Therefore, the highest and best use in the after condition is not applicable.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
6/29/98	Ralph Lindsey vs. Evelyn Lindsey		N/A	412/376	
8/23/21	Order Granting Admin.		N/A	Case:18CH1:21-PR-00-1-02-CS	
Explanation: There have been no transfers in ownership in the last three years. For reference, the recording data for the decree awarding Evelyn Lindsey \$5,915 as part of the judgement was listed above. A copy can be found in the addenda of this report.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 25261	True Value – Land	\$6,290
Millage Rate		True Value – Improvements	\$28,890
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

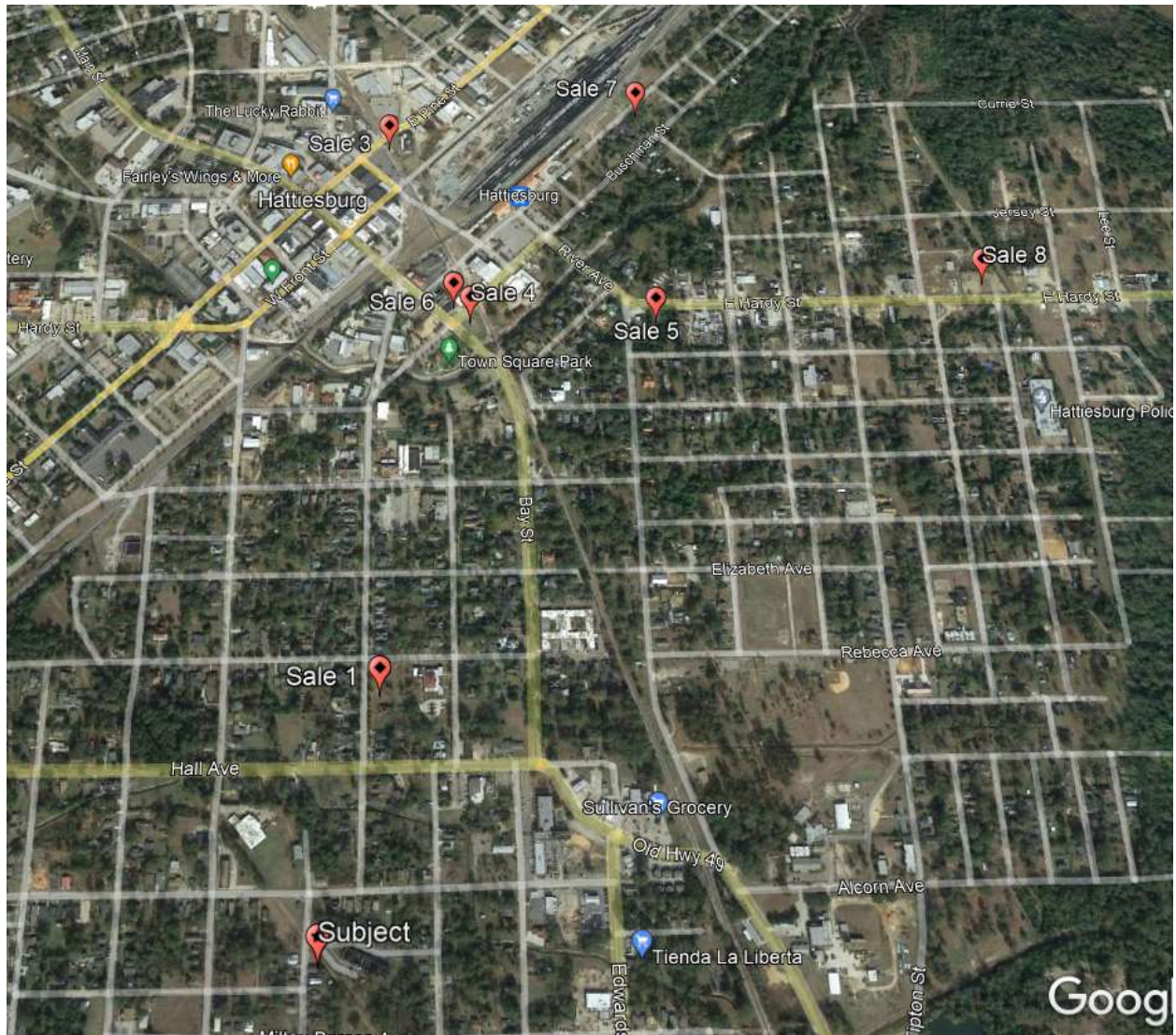
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an improved single family home on a residential lot. The home is dated, and the Cost approach would be too weakly supported due to the vast amount of depreciation and the proper identification of all forms. The property is owner occupied and again due to the lack of supporting data the Income approach was not utilized. The value of the entire property including the single family home is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the residential lot, with a valuation of the improvements following.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value of the Residential lot

☒ Complete Take
☐ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	L-1	Comp Sale #	L-2	Comp Sale #	L-7
Location		Walnut Street		North 24th Avenue		New man Street	
Sales Price			\$20,000		\$22,000		\$3,750
Price Per Lot			\$20,000.00		\$22,000.00		\$3,750.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Financing	Typical						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Condition of Sale	Arms-Length						
Adjusted Price / SF			\$1.27		\$0.60		\$0.57
Market Conditions	Date of Sale	4/7/16	30%	4/7/17	25%	1/19/22	0%
Adjusted Price / SF			\$1.65		\$0.15		\$0.57
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	0.15 ac lot	0.362	\$0.00	0.848	\$0.00	0.150	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	R1-C	R1-A	\$0.00	R1-A	\$0.00	R1-C	\$0.00
Net Adjustment		(+/-)	\$0.38	(+/-)	\$0.15	(+/-)	\$0.00
		Net %	30.00%	Net %	25.00%	Net %	0.00%
		Gross %	30.00%	Gross %	25.00%	Gross %	0.00%
Adjusted Sales Price			\$1.65		\$0.75		\$0.57

Adopted Unit Value, Before (Land Only): \$1.00/sf

Size	Unit of Measure	Rate		
6,351 sf	Sq. Ft. @	\$1.00	Per SF	\$6,351
Add (Timber, minor site improvements, other - See Attached):				\$0
Total Before Value (Land Only):				\$6,351
r/o				\$6,400

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2016 to 2022. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned R1-C residential. All of the sales had similar zoning. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$0.57 to \$1.65 per square foot. Lot sale #3 was considered the most similar overall, due to it being recent and similar in size. Overall, considering the other adjusted values, a value of \$1.00 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

The total value of the property as improved with a single family home is presented on the following page.

☒ Complete Take

☐ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	1
Location	Woodland Court	104 3rd Avenue	
Sales Price			\$69,900
Price Per Unit (Sq. Ft.)			\$53.40
	Description	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,	Fee	
Adjusted Price			\$53.40
Financing	Typical	Typical	
Adjusted Price			\$53.40
Condition of Sale	Arms-Length	Arms-Length	-2%
Adjusted Price/ sf			
Market Conditions	Date of Sale	4/6/20	10%
Adjusted Price/ sf			\$57.67
Location	Hall Avenue	3rd Ave	0.00%
Quality of Construction	Average	average	0.00%
Age/Condition	1950	1950	0.00%
Functional Utility	average	average	0.00%
Above Grade Room Count	Total Rms		
	Bedrooms	3	2 0.00%
	Baths	2	1.5 0.00%
Size (GLA) (Sq. Ft.)	1,426	1309	0.00%
Basement & Finished Rooms Below Grade			
Carport/Storage/Deck	Concrete drive	Similar	0.00%
Heat/Cooling	Air Cond. Units	Central	0.00%
Porches/Patios	1 car carport		0.00%
Special Features (Built-Ins, Fireplace, Swimming Pool, etc.)	392 sf shed	None	0.00%
Energy Efficient		%	
Lot Size/Value Adj.	0.15 ac	0.12	0.00%
Net Adjustment		(+/-)	
		Net %	0.00%
		Gross %	0.00%
Adjusted Sales Price/SF			\$57.67

Comp Sale #	4	Comp Sale #	7
501 Rebecca Avenue		500 Buschman Street	
	\$50,000		\$40,000
	\$40.55		\$59.00
Description	+/- Adj.	Description	+/- Adj.
	\$40.55		\$59.00
	\$40.55		\$59.00
	-8%		
5/22/20	10%	12/23/21	\$0.00
	\$41.03		\$59.00
Rebecca Ave.	0%	Buschman St.	0.00%
Average	0%	Fair	0.00%
1950	0%	1945	0.00%
Average	0%	Fair	
4	0%	2	0.00%
1	0%	1	0.00%
1233	0%	678	0.00%
Similar	0%	Inferior	5.00%
Air Cond. Units	0%	Similar	0.00%
2 car garage	0%	Porch	0.00%
none	0%	none	0.00%
0.18	0%	0.10	0.00%
(+/-)	\$0.00	(+/-)	\$2.95
Net %	0.00%	Net %	5.00%
Gross %	0.00%	Gross %	5.00%
	\$41.03		\$61.95

Adopted Value (Improvement and Lot): \$60.00
Improvement Value 1,426sf x \$60/sf \$85,560
Lot value Included in above
Total Before Value: \$85,560.00

BEFORE VALUE CONCLUSION:

Allocation of values:

Lot value \$6,400

Improvements Value \$79,160

Parcel No. 2-038B-15-086.00 / PPIN# 25261

Project No. 108639-8110

Explanation of Adjustment (Before and After)

Adjustments

Property Rights Conveyed: No adjustments were made.

Financing: No adjustments were made.

Conditions of Sale: As a condition of Sale 1, the seller paid \$1,300 towards termite damage. This equated to a negative 2% adjustment. On Sale 2 the seller gave \$4,000 as a painting allowance; thus, an 8% adjustment.

Market Conditions: The residential market in downtown Hattiesburg is generally appreciating at a steady rate, with historic homes being purchased and remodeled. The improved residential market is active, and a rate of 5% per year was applied to Sales 1 & 4. Sale 7 was recent.

Quality of Construction: The subject is an average quality structure. The sales were similar, and no adjustments were made.

Age/Condition: The subject residence was constructed in 1950, according to the Forrest County tax assessor. Adjustments were applied to the sales.

Functional Utility: No adjustments needed

Room Count (Bedrooms and Baths): The subject is a 3 bedroom – 2 bath home. Adjustments were applied to these sales. I utilized a price per square foot method; thus, no adjustment was made for room count.

Size (GLA): All three sales vary in overall square footage. However, the differences in overall size were not considered substantial enough to warrant an adjustment.

Carport/Storage/Deck: The subject has 392 sf partially unfinished area that can be used for storage. Sale 1 had a large deck and well landscaped yard that was considered to contribute a similar value for additional amenities. Sale 4 had a 2-car garage with storage area and was also considered similar. Sale 7 was inferior in that it did have a small enclosed area on the back of the house, however this was inferior to storage area of the subject. Therefore, a 5% positive adjustment was made.

Heat / Cooling: No adjustments were applied.

Porches / Patios: No adjustments were applied.

Lot Value Adjustment: All three sales were on downtown lots, with fairly sized lots. No adjustment was applied to the sales for lot size.

Before Value – Reconciliation Of Improved Sales: I searched the local market for sales of residences with particular emphasis on similar sized residential homes in the downtown district. After researching a wide variety of sales in the Hattiesburg area, the three included residential sales were concluded to be the most similar to the subject property. These residential sales were adjusted in comparison to the subject property.

The current residential market is strong, with low inventory and high demand. A review of active residential listings in the downtown Hattiesburg indicated 11 active properties with 5 listed as pending sales. The current range in list prices is from \$48,000 to \$149,900 for houses in the 800 to 1,500 sf range. This spike in demand has increased the sale of older homes with renovations needed. The subject falls into this category with substantial deferred maintenance and repairs needed. These repairs would be costly. However, due to the current demand a unit value above the average was adopted. See a comparison of current active listings found on the following page;



The adjusted unit values of the three sales range from \$32.83 to \$61.95 per sf. A unit value within this range, or \$60.00/sf was adopted for the before value of the property. This would equate to \$47.06/sf for the gross building area which includes the downstairs area. This downstairs area was not included in the living area although its value is included in the total value as the \$47.06/sf falls within the range of the sales. In addition, the previously mentioned decree indicates that Evelyn Lindsey has an interest in the property. The lien mentioned in the decree should be handled at closing by the closing attorney.

1,426 sf x \$60.00/sf = \$85,560

Allocation of values: \$85,560

Lot value \$6,400
Improvement Value \$79,160

After Value - Reconciliation

There is no remainder, thus the total after value of the property following the right of way acquisition was concluded to be \$0.00.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$85,560	\$0	\$85,560
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales and residential sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 0.15 acre lot and single family home were concluded to have a value of \$85,560. After the project is complete, the remaining site was concluded to have a value of \$0. Thus, just compensation due to the owner is \$85,560.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$85,560** as of 01/19/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
25261	0.150	Acre(s)	Res	\$6,400					\$6,400
			Res		Residence	\$79,160			\$79,160
									\$0
									\$0
									\$0
Totals	0.150	Acre(s)		\$6,400		\$79,160		\$0	\$85,560

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Total of all Interests **\$85,560**

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



View of the rear of the house.



Additional view of the rear of the house and the storage building on the property.

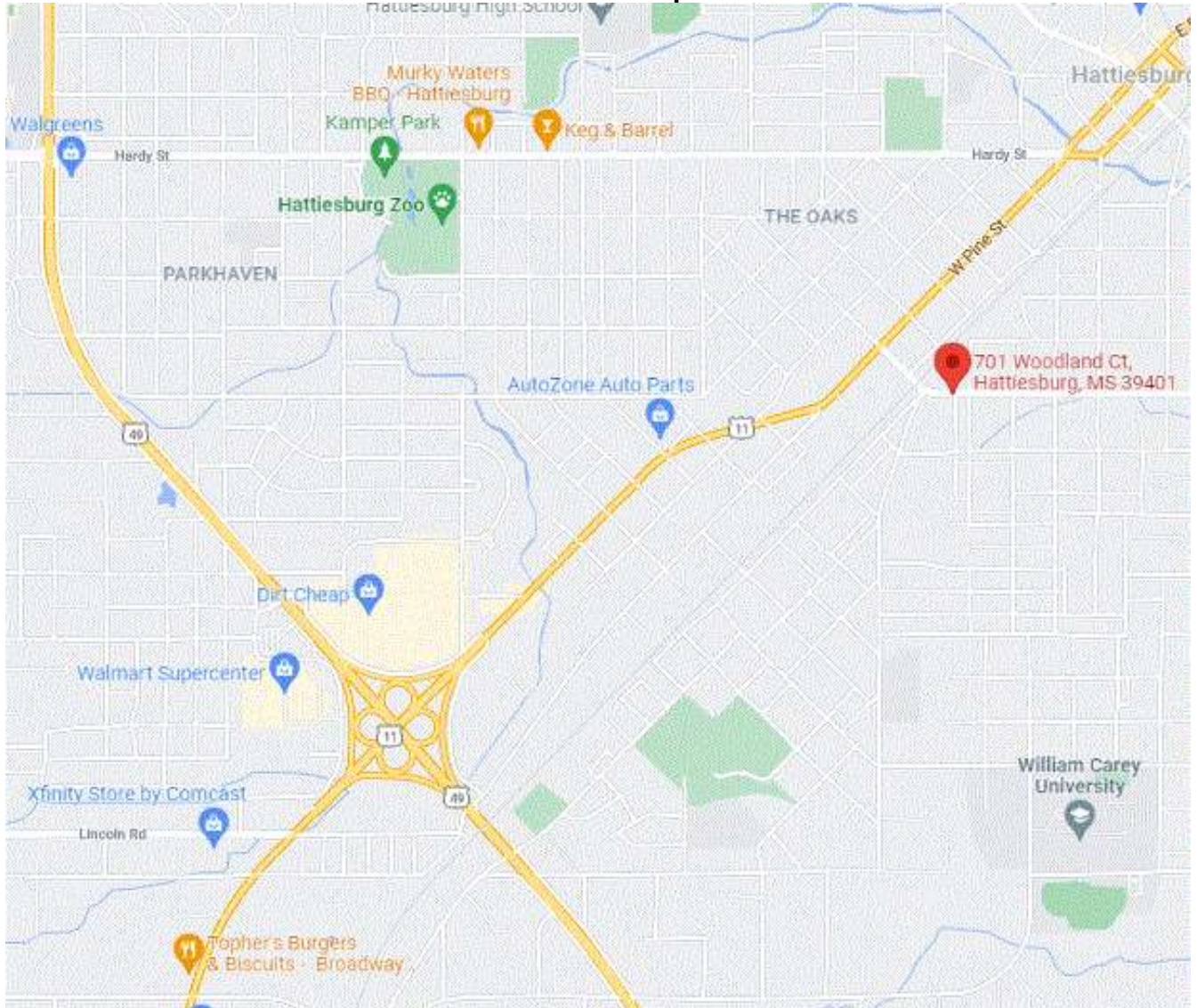


View of the fencing and trees on the property.



View of proposed ROW and improvements located inside the proposed ROW

Location Map



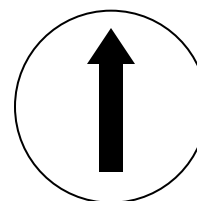
Sketch of Property¹⁷

AREAS

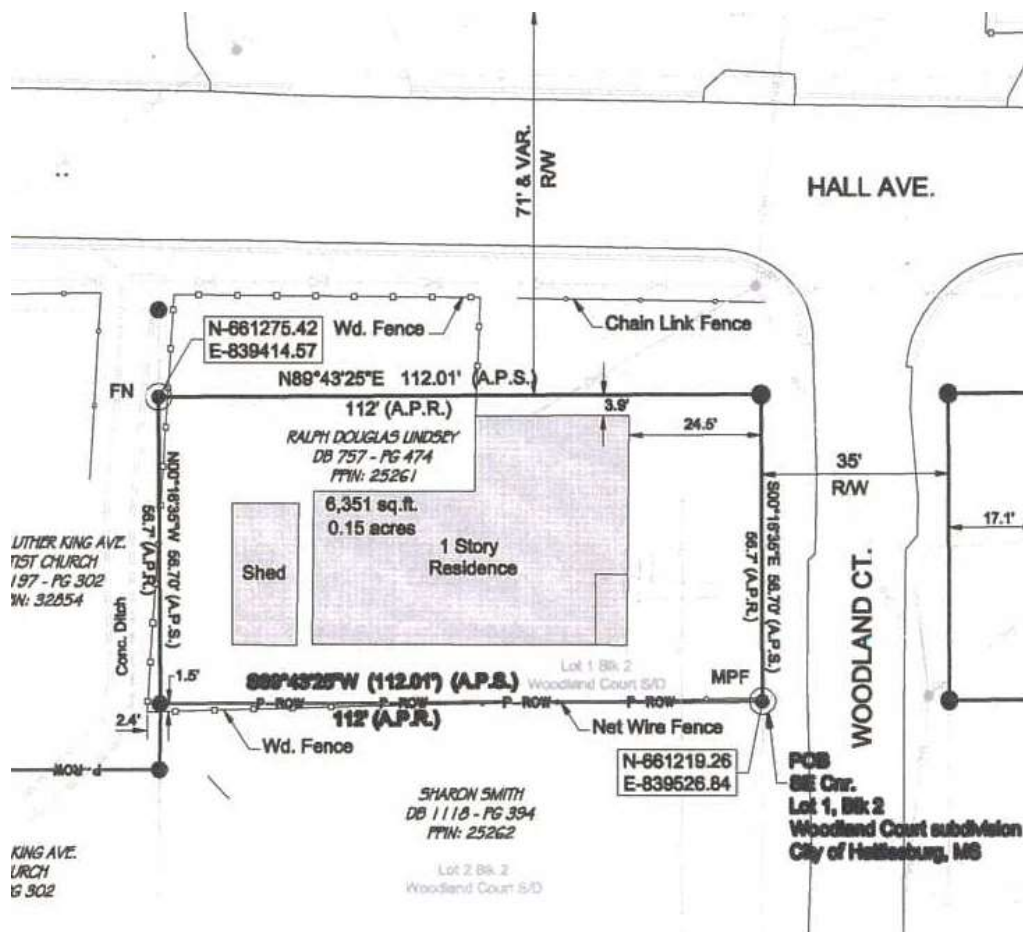
Area of Whole Tract - Before: 0.15 Acres

Area of Remaining Tract - After: 0.00 Acres

Area to be Acquired: 0.15 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No. 2-038B-15-086.00/ PPIN# 25261

Project No. 108639-8110

Addenda

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

Legal Description(s)

(attached)

All of Lot One (1), Block Two (2) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Beginning at a metal pipe found at the southeast corner of said Lot 1, thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.01 feet to an iron pin set on the west line of said Lot 1; thence run North 00 degrees 16 minutes 35 seconds West for a distance of 56.70 feet to a found nail at the northwest corner of said Lot 1, said point also being on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along said southern right-of-way of Hall Avenue for a distance of 112.01 feet to an iron pin set on the western right-of-way of Woodland Ct.; thence run South 00 degrees 16 minutes 35 seconds East along said western right-of-way of Woodland Ct. for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,351 square feet, or 0.15 acres, more or less.

FILED

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

AUG 23 2021

IN RE: THE ESTATES OF RALPH D. LANCE C. REID
LINDSEY, DECEASED : Chancery Clerk CAUSE NO. 21-pr-00102-CS

ORDER GRANTING LETTERS OF ADMINISTRATION

This cause came on this day to be heard on the Petition of CASSANDRA MURRELL for Letters of Administration and it appearing unto the Court and the Court finding:

I.

That RALPH LINDSEY, a late resident of Forrest County, Mississippi, departed his life intestate in Forrest County, Mississippi on January 26, 2021.

II.

That his daughters, said CASSANDRA MURRELL, whose address is 2613 Shorewood Drive, Little Elm, TX 75068 and DESIREE LINDSEY, whose address is 417 Mable Street, Hattiesburg, MS 39401 are left surviving as his sole heirs-at-law.

III.

That said decedent died owning certain real property in Forrest and Jones Counties and left personal property having an estimated value of \$1,000.

IV.

That Petitioner, CASSANDRA MURRELL, is a child of decedent and is over the age of twenty-one (21) years, of sound mind, has never been convicted of a felony, and is a proper person to be appointed Administrator of said estate, and that she is entitled under the statutes of the State of Mississippi to administer said estate.

Case: 18CH1:21-pr-00102-CS Document #: 4 Filed: 08/23/2021 Page 1 of 2

V.

That Petitioner has requested that the Court waive the requirement of bond pursuant to Section 9 1-7-67 of the *Mississippi Code of 1972*, as amended, as she and her sister are the decedent's sole heirs.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that Letters of Administration be issued to CASSANDRA MURRELL in the estate of said RALPH LINDSEY, deceased, upon her taking the oath prescribed by statute and posting a personal bond in the amount of \$ 0 (waived) (\$), and that an inventory and a formal appraisal of said estate not be required at this time, pending further orders of this Court.

SO ORDERED, ADJUDGED AND DECREED this the 23rd day of August, 2021.


CHANCELLOR

Presented by:

Alethea M. Shaw-Milton - MSB #10759
Shaw-Milton Law Office, PLLC
P.O. Box 2124
Hattiesburg, MS 39402
Telephone Number: 601/270-8408

Case: 18CH1:21-pr-00102-CS Document #: 4 Filed: 08/23/2021 Page 2 of 2

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

RALPH D. LINDSEY

VERSUS

EVELYN LINDSEY

JUN 29 1998

Clary E. Howard
Clerk

PLAINTIFF

CAUSE NO. 97-0090-GN-D

DEFENDANT

10/4/12

FINAL JUDGMENT OF DIVORCE

THIS DAY, MAY 27, 1998, this cause came on to be heard on the Complaint for Divorce filed by the Plaintiff, RALPH D. LINDSEY, against the Defendant, EVELYN LINDSEY, and the Answer to Complaint for Divorce and Counterclaim for Divorce and Temporary Relief filed by the Defendant; and the parties having advised the Court that they desire to withdraw their fault grounds and proceed upon the ground of irreconcilable differences; and the Court finding that the parties have entered a Consent to Divorce allowing the Court to decide the issues of division of marital property, amount of alimony, if any, and who is to be responsible for insurance on the minor child; and the Court FINDS AND ORDERS AS FOLLOWS:

That the parties are adult resident citizens of Forrest County, Mississippi. Both parties have been residents of this state for more than six months next preceding the filing of the Complaint for Divorce; and this Court has jurisdiction of the parties and subject matter involved herein.

Q2 804
BQ2

BOOK 0412 PAGE 376-379

BOOK 0802 PAGE 549

CLERK OF COURT
FORREST COUNTY, MISSISSIPPI
JUN 30 1998
31609
A 10 52
CLERK

II

That the parties hereto were lawfully married on September 25, 1981, in Forrest County, Mississippi, and were subsequently separated on August 30, 1998, in Forrest County, Mississippi.

III

That the parties are members of the Black race.

IV

That there was one child born to the parties, namely, DESIREE N. LINDSEY, a female born February 8, 1983.

V

That the parties are entitled to a divorce on the statutory ground of irreconcilable differences, and that their respective pleadings alleging irreconcilable differences as grounds have been on file for more than sixty (60) days.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

1.

That the bonds of matrimony now and heretofore existing between RALPH D. LINDSEY and EVELYN LINDSEY be, and the same are hereby, dissolved, and the parties finally and forever divorced.

2.

The parties have agreed that EVELYN LINDSEY should have the full care, custody, and control of the parties' minor child; and the Court does hereby award full care, custody and control of DESIREE N. LINDSEY to EVELYN LINDSEY.

BOOK 0412 PAGE 377

BOOK 0802 PAGE 550

3.

The parties have agreed that RALPH D. LINDSEY should have reasonable visitation with the minor child to be arranged by the parties; and the Court hereby awards RALPH D. LINDSEY reasonable visitation with the minor child, to be arranged by the parties.

4.

The parties have agreed, and the Court does hereby order, that the child's portion of RALPH D. LINDSEY's disability benefits shall be in lieu of regular child support payments from RALPH D. LINDSEY.

5.

That the parties be, and they are hereby, ordered to notify in writing the Clerk of the Court of his/her full new address and to furnish the other party a copy of such notice within five days of changing his/her address, so long as the child remains a minor.

6.

That there is no justification for an award of alimony, and the request for alimony is therefore denied.

7.

That EVELYN LINDSEY be, and is hereby, ordered to continue paying for and providing medical insurance for the minor child.

8.

That the parties' marital home located at 701 Woodland Court, Hattiesburg, Mississippi, is a marital asset, and as stipulated, has a value of \$26,000.00; and EVELYN LINDSEY be, and is hereby, awarded the sum of \$5,915.00 as her interest in said property, and is awarded a lien against said property in the amount of \$5,915.00.

BOOK 0412 PAGE 378
BOOK 0802 PAGE 551

9.

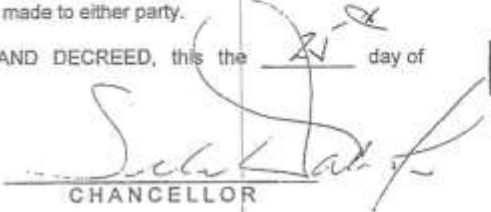
That RALPH D. LINDSEY be, and is hereby, assessed with all costs of court incurred herein.

10.

That no award of attorney fees is made to either party.

SO ORDERED, ADJUDGED AND DECREED, this the 21st day of

JUNE, A.D., 1998.


CHANCELLOR

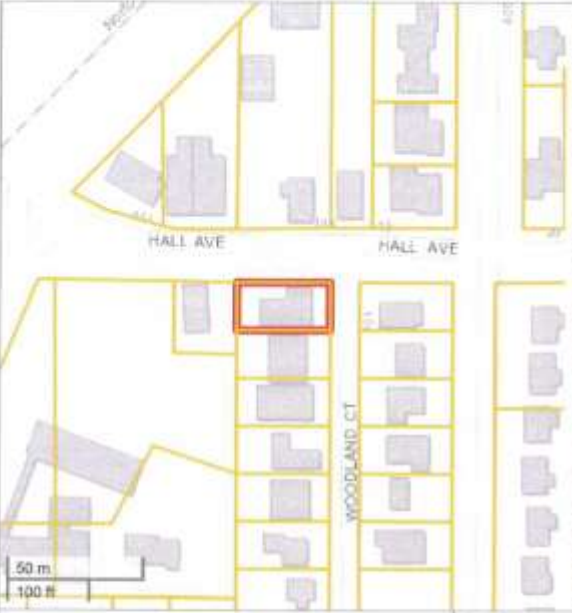
Prepared by:


LEN MELVIN, MSB #2864
Attorney for Defendant
SOUTHEAST MISS. LEGAL SERVICES
P.O. Drawer 1728
Hattiesburg, MS 39403
601/545-2950

STATE OF MISSISSIPPI
COUNTY OF FORREST
I, Jimmy O. Hayerd, County Clerk of Forrest County,
hereby certify that the foregoing is a true and correct
copy of the original of Final Judgment of Divorce
as the same appears on record in my office in 412
Page 379-379
Done under my hand and official seal on this 21st
day of September, 1998
By Sandra B. Hayerd

BOOK 0412 PAGE 379

BOOK 0802 PAGE 552




Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	25261
PARCEL_ID:	2-038B-15-086.00
OWNERNAME:	LINDSEY RALPH DOUGLAS AND EVELYN E
ADDRESS1:	701 WOODLAND CT
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394010000
SECTION:	15
RANGE:	04N
RANGE:	13W
LEGAL1:	LT 1 BLK 2 B554 P542 5-85 PREV #H0960-02-001
LEGAL2:	
LEGAL3:	
TAX_DIST1:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AQ:	0
CULT_VAL1:	6290
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	6290
IMP_VAL1:	28890
IMP_VAL2:	0
TOTAL_VAL:	35180
EXEMPT_COD:	0
FORECLOS:	3
DEED_BOOK:	802
DEED_PAGE:	553
DEED_DATE:	
STREET_ADDR:	701 WOODLAND COURT



Property Link

FORREST COUNTY, MS

Current Date 1/19/2022

Tax Year 2021

Records Last Updated 1/19/2022

PROPERTY DETAIL

OWNER LINDSEY RALPH DOUGLAS AND
EVEL
701 WOODLAND CT
HATTIESBURG MS 39401-0000

ACRES : **NA**
LAND VALUE : 6290
IMPROVEMENTS : 28890
TOTAL VALUE: 35180
ASSESSED : 3518

PARCEL 2-038B-15-086.00**ADDRESS** 701 WOODLAND COURT**TAX INFORMATION**

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE 11 / 9 / 2021**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL
HOMESTEAD CODE DIS	LT 1 BLK 2 B554 P542 S-85
TAX DISTRICT 1110	PREV #H0980-02-001
PPIN 025261	WOODLAND COURT SUB
SECTION 15	
TOWNSHIP 04N	
RANGE 13W	B 802 P 553 00/00/0000

Book 802**Page** 553**PURCHASE COUNTY TAX SALE FILES****TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 1/19/2022

Tax Year 2021

PARCEL 2-038B-15-086.00

PPIN 025261

OWNER NAME

OWNER ADDRESS

PROPERTY ADDRESS

PROPERTY IS VACANT (Y/N) N

FIELD WORK BY CH DATE: 1/1/1982

CLASSED BY CH DATE: 1/1/1982

REVIEWED BY ODO DATE: 5/20/2009

REALTOR CODE

APPRAISAL INQUIRY

ALT PARCEL NUMBER 239 -0980-002-001.00

SKETCH 1 [VIEW 01](#)

LINDSEY RALPH DOUGLAS AND EVELYN E

701 WOODLAND CT

HATTIESBURG MS394010000

701 WOODLAND COURT

LEGAL DESCRIPTION

LT 1 BLK 2 B554 P542 5-85

PREV #:H0980-02-001

Block 002 Section 15 Township 04N Range 13W

Book 802 Page 553 Type Date //0000

Book 757 Page 475 Type Date 8/16/1996

LOT INFORMATION

LOT CODE 0980 LOT SIZE 57.0 X 112 LOT VALUE 6290

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0980	57.00	112	120.00	8	.92	1.00		110.40	6290	1

ACRE INFORMATION

ACRES	TYPE	QUAL	CLASS	PRICE CODE	UNCULTIVATED CODE	PRICE ADJ %	DESCRIPTION	APPRAISED	MARKET
*** NO ACREAGE INFO ***									

ACREAGE VALUE

OVERALL VALUE

6290

LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT

LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
<u>001</u>	001	RESIDENCE	28760	Y
<u>002</u>	006	UTILITY	130	Y

TOTAL PARCEL VALUE 35180

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 1/19/2022

APPRAISAL INQUIRY

PARCEL 2-038B-15-086.00 ALT PARCEL NUMBER 239 -0980-002-001.00

PPIN 025261

SKETCH 1

OWNER NAME

LINDSEY RALPH DOUGLAS AND EVELYN E

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	HARDBOARD LAP
ROOF TYPE	GABLE
ROOF MATERIAL	ASPHALT SHNG
FLOORS	CARPET & U
INTERIOR	PLYWOOD PANEL
PLUMBING	AVERAGE
ELECTRIC	AVERAGE
EXTRAS	3 Fix. Bath GH
BASIC AREA	1098
UNITS: CONST 92	
CLASS D- CLASS UNITS	- 5
= TOTAL UNITS	87
X RATES: BASE 40.06 ADJ.	34.85
X INDEX 1.130 COST/SF	39.38
X ADJUSTED AREA	1697
= BASIC COST	66828
+ EXTRA FEATURES	5079
= ADJUSTED COST	71907
DEPRECIATION:	
STRAIGHT	47
ADDITIONAL	- 7
OVERRIDE	
X CONDITION	40 %
= DEPRECIATED COST	28763
X NUMBER OF BUILDINGS	1
FINAL VALUE	28760
OVERRIDE VALUE	

YEAR BUILT 1950

OVERRIDE REASON

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Property Appraisal Link

FORREST COUNTY, MS

Current Date 1/19/2022

APPRAISAL INQUIRY

PARCEL 2-038B-15-086.00 ALT PARCEL NUMBER 239 -0980-002-001.00
PPIN 025261 SKETCH 1
OWNER NAME LINDSEY RALPH DOUGLAS AND EVELYN E

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 006 UTILITY
YEAR BUILT: 1987
QUALITY: 1 (L=Low Cost, A=Average, G=Good)
RATE: 6.97
LOCATION INDEX: 1.130
SQUARE FOOT COST: 7.88
BASE AREA: 80
ADJUSTED AREA: 80
REPLACEMENT COST: 630
CONDITION: 20
DEPRECIATED COST: 126
FINAL VALUE: 130
COMMENT:

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CALCULATOR METHOD

SINGLE-FAMILY RESIDENCES (351)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	Sq. M.	COST Cu. Ft.	Sq. Ft.
C	Excellent	Face brick, cut stone, heavy roof structure, shakes, tile, slate	Plaster, ornamental detail, fine carpet, parquet, or plank	Some special fixtures, more than one bath per bedroom	Warm and cool air	2152.78	25.00	200.00
	Very good	Good brick, stone trim, shakes or concrete tile roof on good structure	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1786.81	20.75	166.00
	Good	Brick or good block and stucco, concrete, shakes or wood shingles	Good plaster or drywall, some ornamentation, carpet or hardwood composition, average carpet	Good lighting and outlets, one bathroom per two bedrooms	Package A.C.	1506.95	17.50	140.00
	Average	Brick or block, concrete w/SIP forms, wood or good asphalt shingle roof	Plaster or drywall, hardwood, vinyl composition, average carpet	Adequate lighting/plumbing per good building codes	Forced air	1071.01	12.44	99.50
	Fair	Block or brick, concrete w/SIP forms, standard sash, asphalt shingle roof	Drywall or tinted plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	914.93	10.63	86.00
	Low cost	Block or cheap brick, asphalt shingle roof, few windows	Drywall, exposed block, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	789.62	8.94	71.50
	Cheap	Cheap block, composition roof, cheap sash	Painted block, few partitions, asphalt tile, softwood	Minimum, substandard by most building codes	None	645.83	7.50	60.00
	Excellent	Face brick, cut stone veneer, heavy rafters, shakes, tile, slate, etc.	Plaster, ornamental detail, fine carpet, parquet, or plank	Some special fixtures, more than one bath per bedroom	Warm and cool air	2142.02	24.86	199.00
	Very good	Good brick veneer, stone trim, conc. tile or shakes or slate	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1776.04	20.63	165.00
	Good	Select common or used brick veneer, shakes or good shingles	Good plaster or drywall, some ornamentation, carpet or hardwood	Good lighting and outlets, one bath per two bedrooms	Package A.C.	1496.18	17.38	139.00
D MASONRY VENEER	Average	Brick veneer, some trim, wood or good asphalt shingles	Plaster or drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing per good building codes	Forced air	1071.01	12.44	99.50
	Fair	Brick veneer, little trim, standard sash, asphalt shingles	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	920.31	10.69	85.50
	Low cost	Brick or block veneer, few windows, asphalt shingles	Drywall/tinted plaster, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	775.00	9.00	72.00
	Excellent	Half-timber, stone or brick trim, heavy rafters, slate, tile, shakes	Plaster, ornamental detail, fine carpet, terrazzo, slate, etc.	Some special fixtures, more than one bath per bedroom	Warm and cool air	1960.56	23.00	184.00
	Very good	Best stucco, EIFS, or siding, brick or stone trim, shakes, concrete tile	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1646.88	19.13	153.00
	Good	Good stucco, EIFS, or siding, tile, light shakes or good shingles	Good plaster or drywall, some ornamentation, carpet or hardwood	Good lighting and outlets, one bath per two bedrooms	Package A.C.	1399.31	18.25	130.00
	Average	Stucco or siding, EIFS, some trim, wood or good asphalt shingles	Plaster or drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing per good building codes	Forced air	1006.42	11.69	93.50
	Fair	Stucco or siding, standard lath, asphalt shingles or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	886.49	10.06	80.50
	Low cost	Low-cost stucco or siding, asphalt shingle roof, few windows	Drywall/tinted plaster, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	731.95	8.50	68.00
	Cheap	Box frame or light studs, cheap stucco/siding, windows, comp. roof	Drywall, cheap ceiling or none, softwood or asphalt tile on slab	Minimum, substandard by most building codes	None	613.54	7.13	57.00
S	Average	Pre-engineered frame, insulated sandwich panels, average windows	Gypsum board or acoustic tile, vinyl composition and carpet	Adequate lighting/plumbing per good building codes	Forced air	968.75	11.25	90.00
		Fireplaces, balconies, porches and built-in appliances are not included, see Pages 38-41. For average wall heights over 8 feet (2.44 meters), excluding gables, add 3% for each foot (.305 meter). For small residential elevators and fire sprinkler systems, see notes on Page 38 and 39. See Page 35 for garage costs. For basements, see Page 26; for basement garage Lump-sum addition, see Page 32.						

MAINTENANCE SCHEDULE SERVICE
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8/2020

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 25251
Owner	Jennifer L. Brown, et al
Occupied / Leased	Occupied
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/19/2022
Review Report Date	02/14/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By
John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Jennifer L. Brown, et al
Parcel No:	PPIN # 25251
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☒ Yes	☐ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/19/2022	Report Date: 02/14/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.15 Acres
	☐ Easement	Area of Remaining Tract 0.00 Acres
	☐ Other	Area to be Acquired 0.15 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/19/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$48,750	\$0	\$48,750
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an improved urban tract of land located at the southeast quadrant of Hall Avenue and Woodland Court located in Lot 1, Block 1 of the Woodland Court Subdivision of the city of Hattiesburg situated within Section 16, Township 4 North, Range 15 West, Hattiesburg, Forrest County, MS. The tax parcel number is PPIN # 25251. The subject property has a physical address of 700 Woodland Court, Hattiesburg, MS 39401. The total property consists 0.15 Acres or 6,351 sq. ft.+ improved with a single-family residence. The property is currently improved with a wood frame single family traditional style residence containing 975 sq. ft. situated on a conventional foundation. The residence was considered to have 975 sq. ft. of gross living area. Attachments include a covered front porch; 54 square foot± storage/utility room not included in the gross living area; and an attached 240 sq. ft. carport. The exterior walls are wood frame with stucco finish and an asphalt shingle roof covering. The interior is heated and cooled via a wall air conditioning units with three (3) bedrooms and one (1) bathroom. The interior floors were reported as hardwood. The ceilings were textured drywall and the walls painted paneling and sheetrock. The residence was constructed in 1940 reportedly in fair condition. The residence isn't considered a historic structure; although, there are several historic homes in the area that have been renovated. The property has typical site improvements to include a gravel / concrete driveway, and nominal landscaping. Personal property items consisted of typical household furniture, kitchen appliances, space window units, and other miscellaneous personal property items. For a more detail discussion of the improvements please refer to page 21 of the appraisal report.	

The subject property consists of a total of 0.15 acres more or less or 6,351 sq. ft.± being rectangular in shape. Reportedly, the subject property has approximately 112 linear feet of frontage along Hall Avenue; 56.7 linear feet± along Woodland Court; and an additional 56.7 linear feet± along Charles Street. The property is accessed via a concrete drive off of Charles Street.

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being rectangular in shape. The property enjoys access and frontage to Hall Avenue; Woodland Court; and Charles Street. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned R-1C; Residential by the city of Hattiesburg. Hence, the property is currently a legally conforming property. Adjacent land uses consist of improved residential properties and vacant land.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be residential and as improved, its current use or single family residential. The acquisition is a total take; hence, no discussion for highest and best use in the after condition.

The acquisition area consists of the total property or 0.15 acres or 6,351 sq. ft.±. There is no remainder. Reportedly, there was some site improvements located within existing ROW.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rational for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. It is this reviewer's understanding that this does not affect the development of the report.	
The appraiser gave an Acquisition Guide and other materials related to the subject property to the owner and owner's representative at the time of the property inspection. Mr. Mark Dye was present at the time of inspection and explained relocation benefits. The appraiser made a detailed inspection of the property at this time.	
The appraisal was completed as an Appraisal Report of Improved Property; which is the correct format as the improvements were valued in the before condition with no after valuation due to the property being a total acquisition.	
Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before value using the market approach to value. The cost approach was deemed unreliable due to the age and condition of the improvements. Additionally, the Income Approach was not developed due to the nature of the property being owner occupied. As stated on Page 11 of the appraisal report, a jurisdictional exception is allowed to utilized only the Sales Comparison Approach when adequate data is available. The market data for the property as vacant and as improved was adequate to provide a credible assignment result.	
In the valuation of the subject's site identified consisting of 0.15 acres more or less or 6,351 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.15 acres± to as large as 0.848 acres±. The sales ranged in price per square foot from a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft. having occurred between 04/16 and 01/22.	
After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.	

All three (3) sales were considered somewhat similar to the subject property with all three (3) sales considered.

After adjustments for the elements of comparison discussed, the adjusted range in value was between a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft.. For appraisal purposes, a unit value of \$1.00/sq. ft. was adopted or **\$6,400 RO.**

The indicated value of the land within the acquisition area is then **\$6,400.**

Within the Sales Comparison Approach of the total property, the appraiser analyzed three (3) improved sales ranging in size from 678 sf to as large as 1,309 sf or \$40.55/sf to \$59.00/sf having occurred between 04/20 to 12/21. The total sales prices ranged from \$40,000 to \$69,900. The appraiser made adjustments based on the total property value based on a percentage of the total sales price as adjusted for both seller's concessions (Condition of Sale) and market conditions (5% per year.) Most appraisers would make dollar adjustments for these differences; however, the resulting value is in line with the overall per square foot values of the comparable sales.

All three sales were considered in average condition and the subject was in fair condition to varying degrees. Sale 2 (4) was a cottage style structure which is also a popular feature as compared to the subject property. Sale 2 (4) was adjusted downward 20% for this superior feature inclusive of being in average verses fair condition. Sales 1 and 3 (7) were also considered to be in average condition; hence, a downward adjustment of 10% was made for this difference as compared to the subject property. No adjustments were made for other elements of comparison. Hence, the adjusted range of the total property value ranged from a low of \$32.82/sq. ft. to a high of \$53.10/sq. ft.. For the purpose of this appraisal, \$50/sf of livable area was adopted or **\$48,750** (975 X \$50.)

The acquisition is a complete take; hence, there is no after value.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$48,750.**

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the improvements did contribute, the appraiser completed a total before value of the subject property's total property in the before condition. The acquisition was a total take; hence, there is no after condition. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" and the "total property." The Cost and Income approaches to value were not considered necessary due to the available market data being adequate.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$48,750.**

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$48,750 and is recommended as the basis for the establishment of the amount believed to be just compensation.

The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

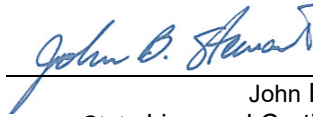
Parcel No. PPIN # 25251 Project No. 108639-81100

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 25251	\$6,400	\$42,350	\$0	\$48,750
Total: <i>Forty-Eight Thousand Seven Hundred Fifty Dollars</i>				

Date
2/14/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquiry about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$48,750.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 2/14/2022

Parcel No. PPIN # 25251

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Land with Improvements

Parcel Number(s) 2-038B-15-085.00 / PPIN # 25251
Owner Jennifer L. Brown, etal
Vacant / Occupied / Leased Occupied
County Forrest
Project Description Hall Avenue West Project
Effective Date of the Appraisal 01/19/2022
Report Date 02/14/2022
Report Requested for Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



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George Null, MAI,
State Certified General
Real Estate Appraiser, GA-679

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Appraisal Report

County Forrest County

Owner(s): Jennifer L. Brown, etal
Phone: (601) 837-6800

Address: 700 Woodland Court
Hattiesburg, MS 39401

Occupant(s):
Phone:

Address: 700 Woodland Court
Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract +/- 0.15 Acres
☐ Easement Area of Remaining Tract 0.00 Acres
☐ Quit-Claim Area to be Acquired +/-0.15 Acres

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: 01/19/2022

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, acquisition guide and plat map were given to the property owner during the property inspection on January 19th, 2022. On Tuesday January 18th, 2022, George Null contacted Ms. Brown to set up an inspection for the subject property. On January 19th, 2022, George Null, GA-679 and Mark Dye (Relocation Agent) met with Ms. Brown and her sister (unidentified name) at the property and showed her a copy of the site plan and the other mentioned documents and explained to her the right of way process. We discussed the project and the history of the property. Ms. Brown stated that she had owned the property for the last 30 years. She stated that the house on the property is a 3BR/1BA house with a living room and kitchen. She stated that she recently had the plumbing repaired in the residence. Mark Dye relocation acquisition explained the relocation aspects to the property owner. We inspected the interior and exterior of the improvements. Ms. Brown was cordial and allowed me to measure the home and take interior photos.

Contact Comments

Is the Property being Leased or Rented? ☐ Yes ☒ No

Lessor: Lessee

Terms:

Appraiser:
(signature)



Date: 02/14/2022

(print name)

George Null, MAI

(license type)

State Certified General Real Estate Appraiser, GA-679

Parcel No. 2-038B-15-085.00/ PPIN# 25251

Project No. 108639-81100

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038B-15-085.00 / PPIN # 25251
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Property Owner: Jennifer L. Brown, etal Property Address: 700 Woodland Court, Hattiesburg, MS 39401 Phone: (601) 837-6800	Leasehold (Tenants) None Address: Phone:
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Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the east side of Woodland Court at its intersection with the south side of Hall Avenue. The property is located in Lot 1, Block 1 of the Woodland Court subdivision of the City of Hattiesburg in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	

Size of the Whole Tract (Before):	0.15 Acres or 6,393 square feet
Size of the Remaining Parcel (After):	0.00 Acres
Size of the Area to be Acquired:	0.15 Acres or 6,393 square feet

Highest and Best Use Before (Whole Tract):	Residential
Highest and Best Use After (Whole Tract):	Residential

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	Same as whole tract
Highest and Best Use of the Larger Parcel(s)	Residential

Unit Value of the Land (Before)	\$1.00/sf
Unit Value of the Land and Improvements (Before)	\$50.00/sf
Unit Value of the Land (After)	\$0.00
Unit Value of the Land and Improvements (After)	\$0.00

Improvements:	
The property is improved with a +/- 975 sf single family residential home. The home will be removed in the after condition. This is a complete take with no remainder.	

Total Before Value:	\$48,750
Total After Value:	\$0
Just Compensation:	\$48,750

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
PPIN # 25251	\$6,400	\$42,350	\$0	\$48,750

Effective Date of the Appraisal:	01/19/2022
Date of Report:	02/14/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 01/19/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Parcel No. 2-038B-15-085.00/ PPIN# 25251 **Project No.** 108639-81100

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$48,750</u>
Fair Market Value of the Remainder Property	After	<u>\$0</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$48,750</u>

as of 01/19/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 02/14/2022

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real
Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "fair market value of the area to be acquired and damages, if any, to the remainder".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, "*The report must contain sufficient information to allow intended users to understand the scope of work performed*". The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The "extent of the inspection process" includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

George Null met with Jennifer Brown at subject property on January 19 th , 2022. Mark Dye relocation /acquisition agent was present as well. We inspected the interior and exterior of the improvements. This house is in fair condition but is in need of significant repair. There is a single car carport. The downstairs laundry is somewhat unfinished and does not have a window unit. Jennifer Brown's mother lives two houses down and was in disagreement of the acquisition because she said the city said they would not have to move. The improvement is a +/- 975 sf, 3 bedroom, 1 bath house. I documented this inspection with the photographs in this report.
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Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
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Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
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The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
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Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *"when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion"*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *"when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report"*. Under Federal appraisal standards, "exposure time" statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-3I and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the	

transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the east side of Woodland Court at its intersection with Hall Avenue, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older residential homes and vacant land. At the southern end of Bay Street there is the police station, a closed gas station, and a funeral home. The zoning class changes to RC-1 zoning at this intersection. There is consistent traffic along Hall Avenue, although not strong enough to command a commercial use.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along Woodland Court, near the intersection of Hall Avenue. Bay Street is to the east and connects North Main Street and James Street. The traffic counts for Bay Street are 5,300 and 4,600 for Hall Avenue. The surrounding uses are predominantly residential.					
The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.					
Neighborhood Zoning	☒ Res.	☐ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Single family residential

Legal Description of the Total Ownership: +/- 0.15 Acres contained in one parcel located in Lot 1, Block 1 of the Woodland Court Subdivision of the City of Hattiesburg in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

Location: The subject property is located along the east side of Woodland Court and the west side of Charles Street at their intersection with the south side of Hall Avenue in Hattiesburg, Forrest County, Mississippi. Hall Avenue is a residential corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject lot is rectangular in shape with access along Woodland Court. The property is approximately 56.7' x 112' or +/- 0.15 acres, +/- 6,393 square feet.

Frontage/Access: The subject property has +/- 112' of frontage along Hall Avenue along its northern border and +/-56.7' of frontage along Woodland Court along its western border and +/- 56.7' of frontage along Charles Street along its eastern border. This public paved roads provide good access to both Hall Avenue and Woodland Court, which provides for residential development and uses.

Topography: The subject property is flat level land and is not located in a flood zone area or designated wetlands.

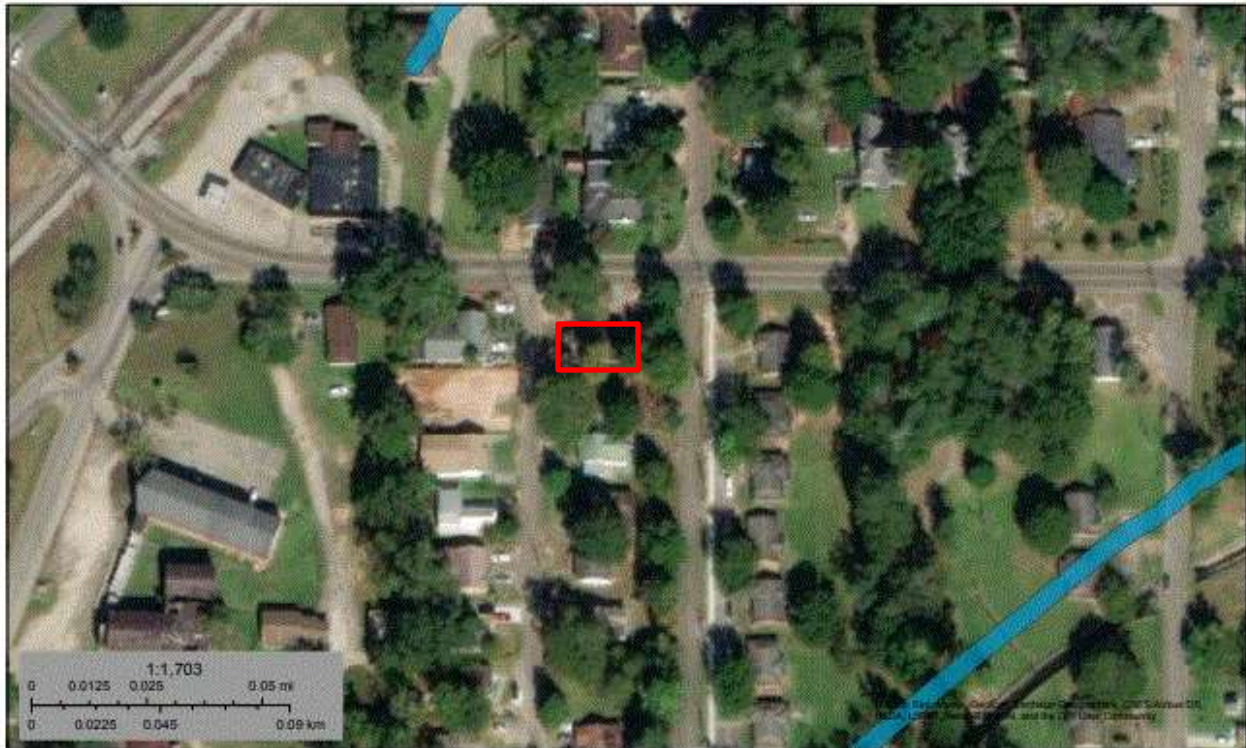
Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Avenue West Project (PPIN# 25251)



January 25, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

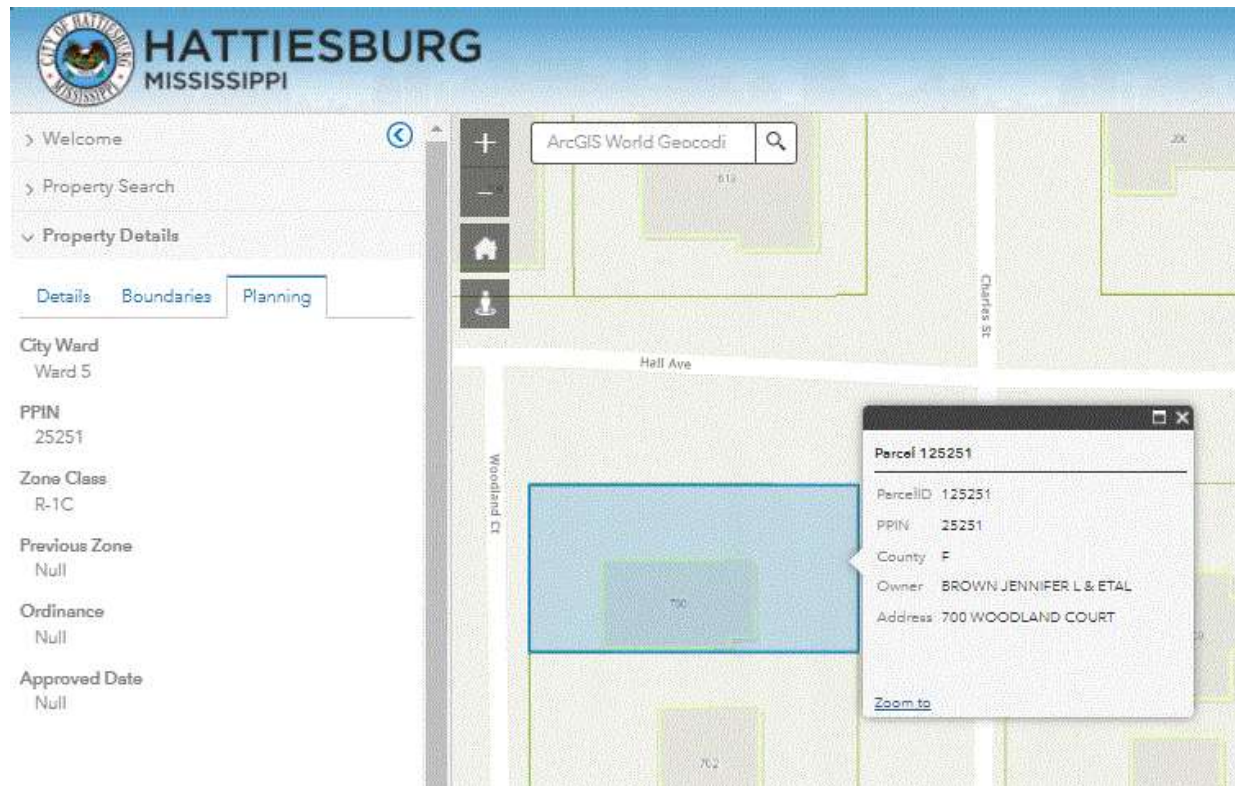
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned R-1C residential by the City of Hattiesburg. This residential zoning allows for single family residential uses, religious uses, parks, and schools. Please see the addend of this report for the full zoning ordinances.



4.5.5 R-1C Single-Family Residential District	
Description and Purpose.	Characteristic Development Type
The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: The property is improved with a +/- 975 sf single family residential home. The home features 3 bedrooms and 1 bath and was in fair condition at time of inspection. Site improvements include a paved drive, landscaping and a carport.

Adjacent Land Uses: Residential / Special Purpose

Easements/Encumbrances: None

Utilities:



-  **Gas Service Area** ⓘ
Willmut Gas and Oil Co.
-  **Telecomm Service Area** ⓘ
BellSouth Telecommunications, LLC
-  **Electric Service Area** ⓘ
Mississippi Power Company
-  **Sewer Service Area** ⓘ
null
-  **Water Service Area** ⓘ
null

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas And Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in a residential district of Hattiesburg, with most of the homes being older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated. The house located on the subject property was built in about 1940, according to the Forrest County Tax Assessor's website.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.15 acres or +/- 6,393 sf of PPIN #25251. The acquisition area encompasses the entire property and does not leave a remainder.

Following the acquisition, there will be 0.00 acres remaining on the Jennifer L. Brown, etal property.

Dimensions/Area/Shape: The fee simple acquisition area contains the whole +/- 0.15 acre or +/- 6,393 sf parcel.

Site Improvements: There are single family improvements located in the right of way, as well as a concrete driveway, and landscaping.



A photo of the property is shown above.

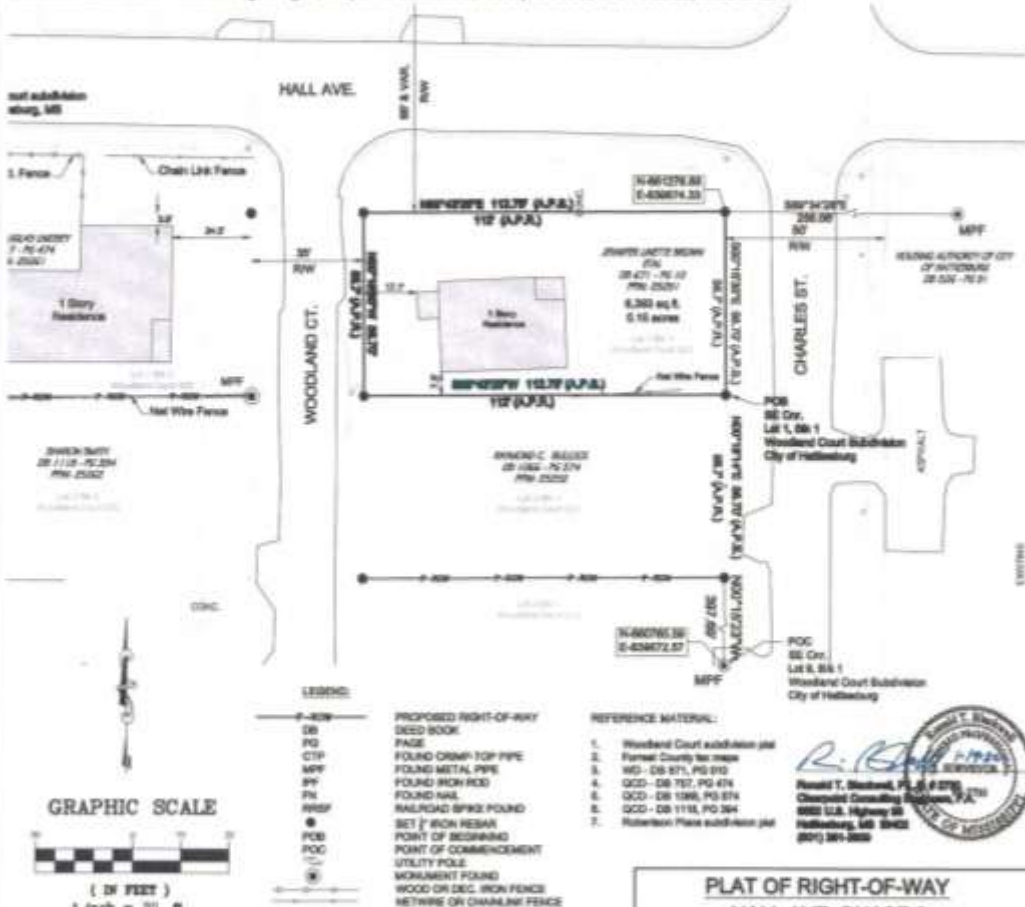
Rights to be Acquired for Each Parcel: Fee Simple

SURVEY

DESCRIPTION OF SURVEY AREA
JENNIFER L. BROWN, ETAL
PPIN# 25251

All of Lot One (1), Block One (1) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.99971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commencing at a metal pipe found at the southeast corner of Lot 8, Block 1 of Woodland Court subdivision, thence run North 00° degrees 15 minutes 23 seconds West for a distance of 397.69 feet to an iron pin set at the southeast corner of Lot 2, Block 1; thence run North 00° degrees 18 minutes 14 seconds East for a distance of 56.70 feet to an iron pin set at the southeast corner of Lot 1, Block 1, to and for the Point of Beginning; thence run South 89° degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North 00° degrees 16 minutes 35 seconds West along said right-of-way for a distance of 56.70 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run North 89° degrees 43 minutes 25 seconds East along the south line of Hall Ave for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South 00° degrees 16 minutes 35 seconds East along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,393 square feet, or 0.15 acres, more or less.



NOTES:
1. Clear "S" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Jan. 17, 2022.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99971048
Convergence Angle: $-01^{\circ} 14' 27.89''$
Reference Point: NW Corner of Lot 1 Blk 2 Woodland Court S/D

REFERENCE MATERIAL:

1. Woodland Court subdivision plat
2. Forrest County tax maps
3. WD - CD 871, PG 812
4. QCD - CD 101, PG 818
5. QCD - CD 106, PG 874
6. QCD - CD 111, PG 394
7. Robertson Place subdivision plat



PLAT OF RIGHT-OF-WAY
HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG -
FORREST COUNTY,
MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PROPERTY OWNER:	CCE NO.: 76242056
Jennifer L. Brown, etal	SCALE: 1" = 30'
PPIN: 25251	DATE: 1/17/2022
	CHECKED: JS
	DRAWN: RTB
	SHEET 1 OF 1

Drawing Location: C:\Users\jbrown\Documents\B046PROJ-2021\B046PROJ-2021\76242056 - Hall Ave West BUILD Project\RTB\POW-stake_RTB.dwg

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the property will have 0.00 acres remaining.

Frontage/Access:



Topography: This is a complete take with no remainder.

Flood Plain and Drainage Data: This is a complete take with no remainder.

Use Restrictions: This is a complete take with no remainder.

Off-Site Public Improvements: This is a complete take with no remainder.

Easements/Encumbrances: This is a complete take with no remainder.

Utilities: This is a complete take with no remainder.

Comments:	<i>Include additional narrative, as needed.</i>
This parcel is a complete take, and there is no remainder.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.15 acres of land and improvements located in Hattiesburg, MS.

Items of Personal Property Not Appraised

Range/oven, fridge, microwave, air conditioning units.

Improvement Description

(Before, Acquisition, After)

The following summary of basic construction details is based on the inspections of the subject property.

Basic Construction Details

Design/Style: +/- 975 sf wood frame traditional single family home

Foundation: Raised

Exterior Walls: Wood frame with stucco finish

Roof: Asphalt shingles

Windows: Vinyl

Exterior Doors: Vinyl clad doors and wood doors

Interior Floors: Hardwood floors

Interior Walls: Painted wood paneling and drywall

Ceiling: Drywall with texture

Lighting: Single incandescent lighting, ceiling fans with light kits

Kitchen Appliances: Range/oven, fridge, microwave (personal property)

Room Count (Total / Bedrooms / Bathrooms): 3 bedrooms- 1 bath

Heating and Cooling: Air conditioning units (personal property)

Parking and Drives: Concrete drive off of Charles Street

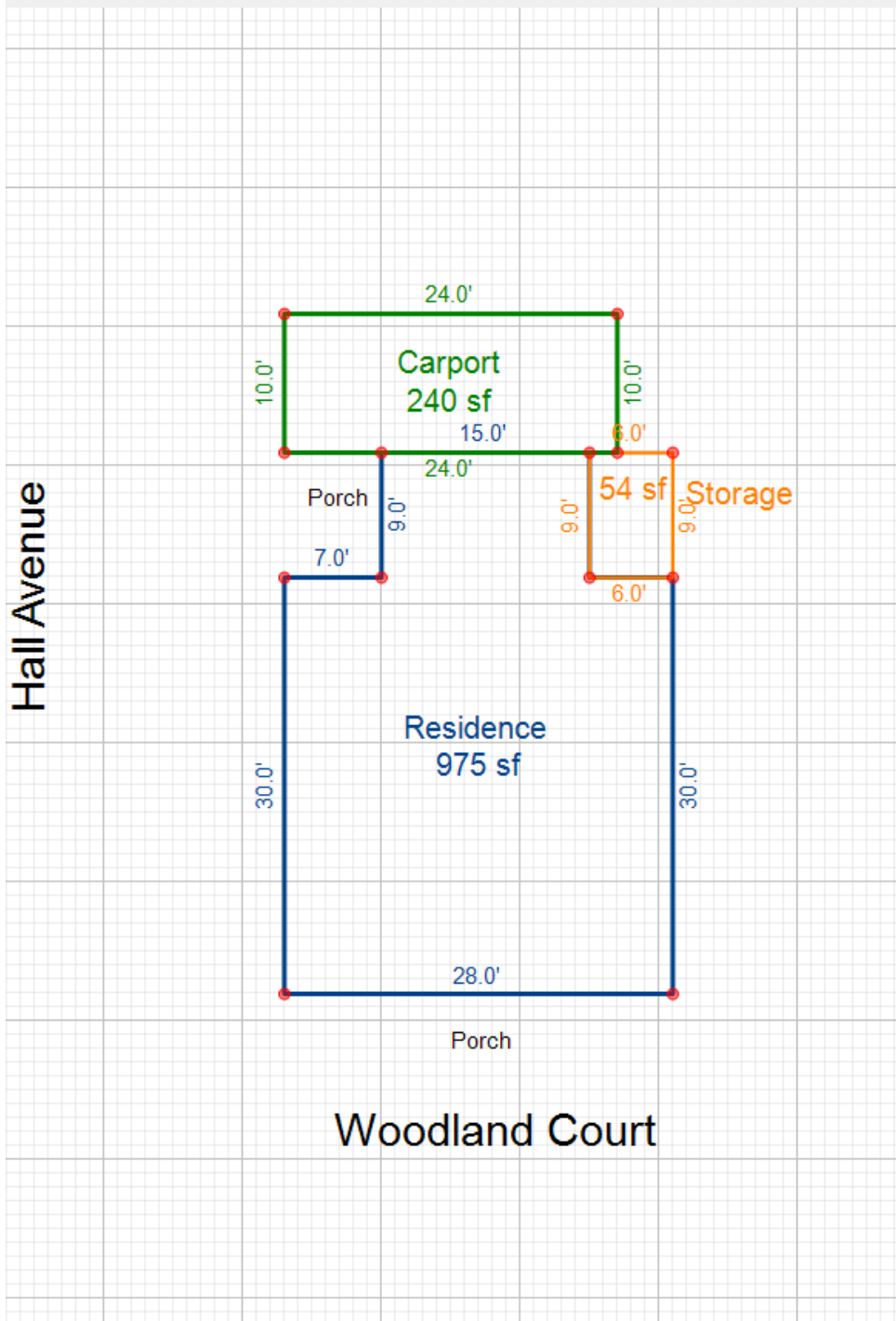
Actual Age: 1940

Items of Deferred Maintenance: None

Improvements in the Acquisition: Complete take, all improvements including the concrete drive, and the residence.

Improvements Remaining: None

IMPROVEMENT SKETCH



Calcs	
Expand All	Collapse All
GLA1	
Residence : 975.00	
OTH	
Storage : 54.00	
GAR	
Carport : 240.00	
Calculation Details	
Defined Areas:	3
Total Gross Living Area:	975.00
Total Gross Building Area:	0.00



Front view of the residence from Woodland Court.



View of the residence from the corner of Woodland Court and Hall Avenue.



Kitchen area



Living room



Bedroom



Bathroom



Bedroom

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Survey, as well as the legal description found in the deed for this property, the tract is rectangular in shape and contains a total of 0.15 acres, more or less. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The subject tract consists of one tax parcel containing +/- 0.15 acres and a single family home. The 0.15 acres has unity of ownership, a consistent highest and best use, and is one contiguous property. Therefore, the entire 0.15 acres was valued as one whole parcel.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Physically possible: The site has access to Woodland Court and Charles Street and is physically large enough for a wide variety of uses. The 0.15 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned R-1C by the City of Hattiesburg. This zoning district only allows single family residential uses, churches, schools, and parks. The R1-C zoning would severely limit the overall use of the property to anything but SFR and religious uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to R1-C zoning class. The Hall Avenue corridor has seen good interest in renovating older historic homes and cottages, due to their close proximity to downtown Hattiesburg. A single family residential use is the only feasible use for the site. The property is located in a residential area of Hattiesburg, with residential immediately adjacent to the west, east and north. A vacant residential lot lies to the south. The only feasible, and maximally productive use of the site would be for single family residential uses. <u>Highest and best use as improved:</u> The property is improved with a +/- 975 sf single family residential home, that has adequate remaining economic life. The property as an improved single family property outweighs the value as vacant, and the only feasible use for the improved site is to continue as a single family residence. Therefore, the highest and best use as improved was considered to be as single family residential.	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, nothing will remain on the subject property. Therefore, the highest and best use in the after condition is not applicable.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
None			N/A		
Explanation: There have been no transfers in ownership in the last three years.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 25251	True Value – Land	\$6,360
Millage Rate		True Value – Improvements	\$14,010
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

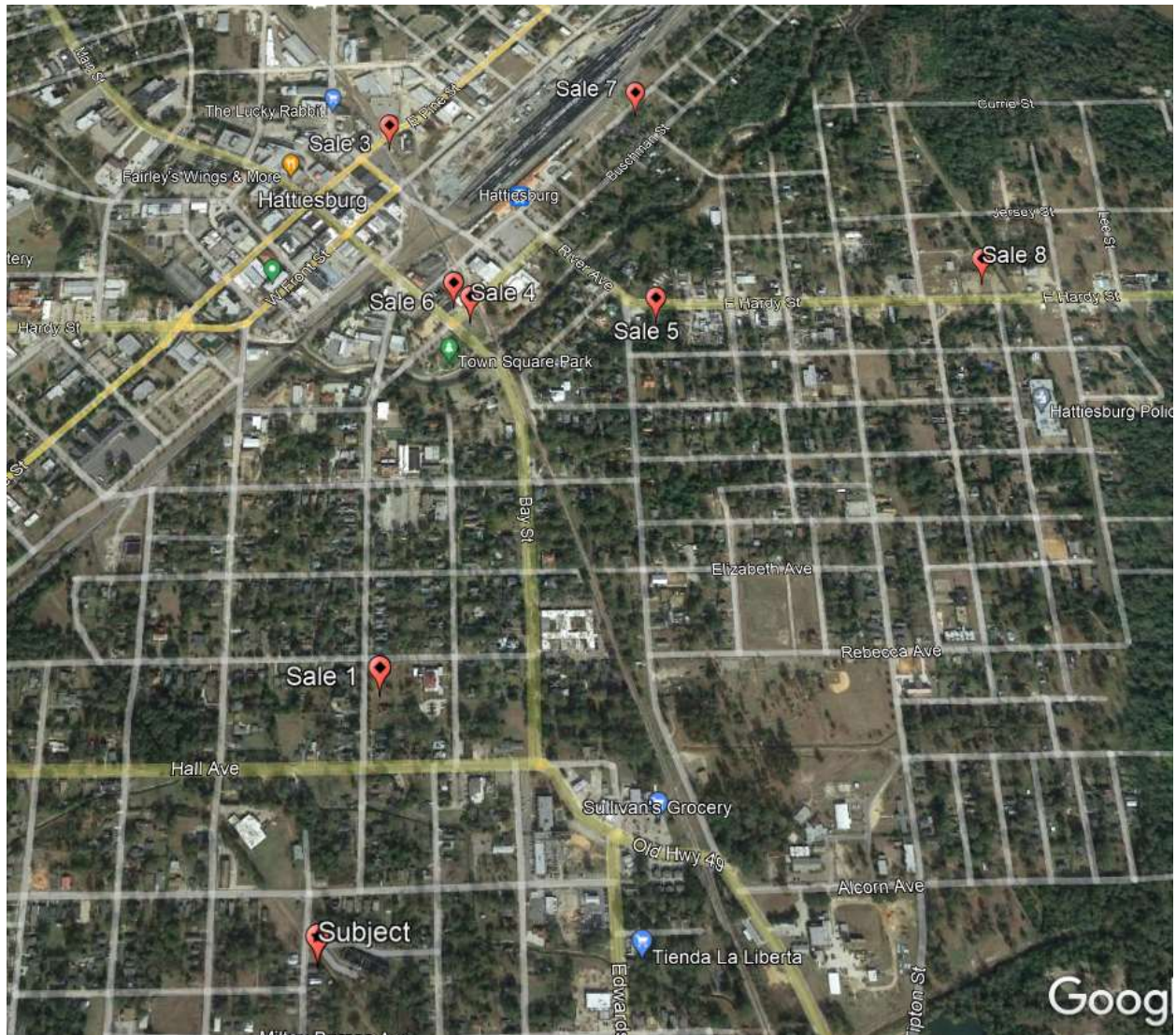
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an improved single family home on a residential lot. The home is dated, and the Cost approach would be too weakly supported due to the vast amount of depreciation and the proper identification of all forms. The property is owner occupied and again due to the lack of supporting data the Income approach was not utilized. The value of the entire property including the single family home is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the residential lot, with a valuation of the improvements following.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value of the Residential lot

- ☒ Complete Take
☐ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	L-1	Comp Sale #	L-2	Comp Sale #	L-7
Location		Walnut Street		North 24th Avenue		New man Street	
Sales Price			\$20,000		\$22,000		\$3,750
Price Per Lot			\$20,000.00		\$22,000.00		\$3,750.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Financing	Typical						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Condition of Sale	Arms-Length						
Adjusted Price / SF			\$1.27		\$0.60		\$0.57
Market Conditions	Date of Sale	4/7/16	30%	4/7/17	25%	1/19/22	0%
Adjusted Price / SF			\$1.65		\$0.15		\$0.57
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	0.15 ac lot	0.362	\$0.00	0.848	\$0.00	0.150	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	R1-C	R1-A	\$0.00	R1-A	\$0.00	R1-C	\$0.00
Net Adjustment		(+/-)	\$0.38	(+/-)	\$0.15	(+/-)	\$0.00
		Net %	30.00%	Net %	25.00%	Net %	0.00%
		Gross %	30.00%	Gross %	25.00%	Gross %	0.00%
Adjusted Sales Price			\$1.65		\$0.75		\$0.57

Adopted Unit Value, Before (Land Only): \$1.00/sf

Size	Unit of Measure	Rate	
6,393 sf	Sq. Ft. @	\$1.00	Per SF
			\$6,393
Add (Timber, minor site improvements, other - See Attached):			\$0
Total Before Value (Land Only):			\$6,393
r/o			\$6,400

Parcel No. 2-038B-15-085.00/ PPIN# 25251

Project No. 108639-81100

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2016 to 2022. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest county, and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned R1-C residential. All of the sales had similar zoning. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$0.57 to \$1.65 per square foot. Lot sale #3 was considered the most similar overall, due to it being recent and similar in size. Overall, considering the other adjusted values, a value of \$1.00 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

The total value of the property as improved with a single family home is presented on the following page.

☒ Complete Take

☐ Partial Take

Sq. Ft.

Item	Subject	Comp Sale #	1
Location	Woodland Court	104 3rd Avenue	
Sales Price			\$69,900
Price Per Unit (Sq. Ft.)			\$53.40
	Description	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,	Fee	
Adjusted Price			\$53.40
Financing	Typical	Typical	
Adjusted Price			\$53.40
Condition of Sale	Arms-Length	Arms-Length	-2%
Adjusted Price			
Market Conditions	Date of Sale	4/6/20	10%
Adjusted Price/ sf			\$57.67
Location	Hall Avenue	3rd Ave	0.00%
Quality of Construction	Fair	average	-10.00%
Age/Condition	1940	1950	0.00%
Functional Utility	average	average	0.00%
Above Grade Room Count	Total Rms Bedrooms Baths		
		3 2 1	0.00% 0.00%
Size (GLA) (Sq. Ft.)	975	1309	0.00%
Basement & Finished Rooms Below Grade			
Garage/Carport	Concrete drive	Similar	0.00%
Heat/Cooling	Air Cond. Units	Central	0.00%
Porches/Patios	1 car carport		0.00%
Special Features (Built-Ins, Fireplace, Swimming Pool, etc.)	none	None	0.00%
Energy Efficient			%
Lot Size/Value Adj.	0.15 ac	0.12	0.00%
Net Adjustment		(+/-)	(\$5.77)
		Net %	-10.00%
		Gross %	-10.00%
Adjusted Sales Price/SF			\$51.90

Comp Sale #	4	Comp Sale #	7
501 Rebecca Avenue		500 Buschman Street	
	\$50,000		\$40,000
	\$40.55		\$59.00
Description	+/- Adj.	Description	+/- Adj.
	\$40.55		\$59.00
	\$40.55		\$59.00
	\$37.30		\$59.00
6/22/20	10%	12/23/21	\$0.00
	\$41.03		\$59.00
Rebecca Ave.	0%	Buschman St.	0.00%
Average	-20%	Average	-10.00%
1950	0%	1945	0.00%
Average	0%	Fair	
4	0%	2	0.00%
1	0%	1	0.00%
1233	0%	678	0.00%
Similar	0%	Similar	0.00%
Air Cond. Units	0%	Similar	0.00%
2 car garage	0%	Porch	0.00%
none	0%	none	0.00%
0.18	0%	0.10	0.00%
(+/-)	\$8.21	(+/-)	(\$5.90)
Net %	-20.00%	Net %	-10.00%
Gross %	20.00%	Gross %	-10.00%
	\$32.82		\$53.10

Adopted Value (Improvement and Lot): \$50.00

Lot value Included in above

Total Before Value: \$48,750.00

BEFORE VALUE CONCLUSION:

975 sf x \$50.00/sf = \$48,750

Allocation of values:

Lot value \$6,400

Improvements Value \$42,350

Parcel No. 2-038B-15-085.00/ PPIN# 25251

Project No. 108639-81100

Explanation of Adjustment (Before and After)

Adjustments

Property Rights Conveyed: No adjustments were made.

Financing: No adjustments were made.

Conditions of Sale: As a condition of Sale 1, the seller paid \$1,300 towards termite damage. On Sale 2 the seller gave \$2,500 as a painting allowance; thus, negative adjustments were made towards both sales.

Market Conditions: The residential market in downtown Hattiesburg is generally appreciating at a steady rate, with historic homes being purchased and remodeled. The improved residential market is active, and a rate of 5% per year was applied to Sales 1 & 4. Sale 7 was recent.

Quality of Construction: The subject is a fair quality structure, but inferior in overall appeal and demand to the "cottage" style homes represented in sale 2. This sale has higher demand for the appeal and design and was considered superior. A negative 20% adjustment was made for the superior quality based on the difference in cost reflected in the Marshall & Swift Cost guide, for fair to average to good quality ($\$80.50 / \$93.50 = 14\%$) and ($\$80.50 / \$130 = 39\%$). Thus, a negative 20% was applied to Sale 4 and a negative 10% was applied to Sales 1 and 7.

Age/Condition: The subject residence was constructed in 1940, according to the Forrest County tax assessor. No adjustments were applied to the sales since they were all similar in age and condition.

Functional Utility: No adjustments needed

Room Count (Bedrooms and Baths): The subject is a 3 bedroom – 1 bath home. No Adjustments were applied to these sales. I utilized a price per square foot method; thus, no adjustment was made for room count.

Size (GLA): All three sales vary in overall square footage. However, the differences in overall size were not considered substantial enough to warrant an adjustment.

Garage/Carport: No adjustments were applied.

Heat / Cooling: No adjustments were applied.

Porches / Patios: No adjustments was applied.

Lot Value Adjustment: All three sales were on downtown lots, with fairly sized lots. No adjustment was applied to the sales for lot size.

Before Value – Reconciliation Of Improved Sales: I searched the local market for sales of residences with particular emphasis on similar sized residential homes in the downtown district. After researching a wide variety of sales in the Hattiesburg area, the three included residential sales were concluded to be the most similar to the subject property. These residential sales were adjusted in comparison to the subject property.

The current residential market is strong, with low inventory and high demand. A review of active residential listings in the downtown Hattiesburg indicated 11 active properties with 5 listed as pending sales. The current range in list prices is from \$48,000 to \$149,900 for houses in the 800 to 1,500 sf range. This spike in demand has increased the sale of older homes with renovations needed. The subject falls into this category with substantial deferred maintenance and repairs needed. These repairs would be costly. However, due to the current demand a unit value near the average was adopted. See a comparison of current active listings found on the following page;



The adjusted unit values of the three sales range from \$33.90 to \$59.00 per sf. A unit value within this range, or \$50.00/sf was adopted for the before value of the property.

$$975 \text{ sf} \times \$50.00/\text{sf} = \$48,750$$

Allocation of values:

Lot value	\$6,400
Improvement Value	\$42,350

After Value - Reconciliation

There is no remainder, thus the total after value of the property following the right of way acquisition was concluded to be \$0.00.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$48,750	\$0	\$48,750
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales and residential sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 0.15 acre lot and single family home were concluded to have a value of \$48,750. After the project is complete, the remaining site was concluded to have a value of \$0. Thus, just compensation due to the owner is \$48,750.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$48,750** as of 01/19/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
25251	0.150	Acre(s)		\$6,400					\$6,400
					Residence	\$42,350			\$42,350
									\$0
									\$0
									\$0
Totals	0.150	Acre(s)		\$6,400		\$42,350		\$0	\$48,750

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Total of all Interests **\$48,750**

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



View of the property along Woodland Court.



Additional view of the property along Hall Avenue.

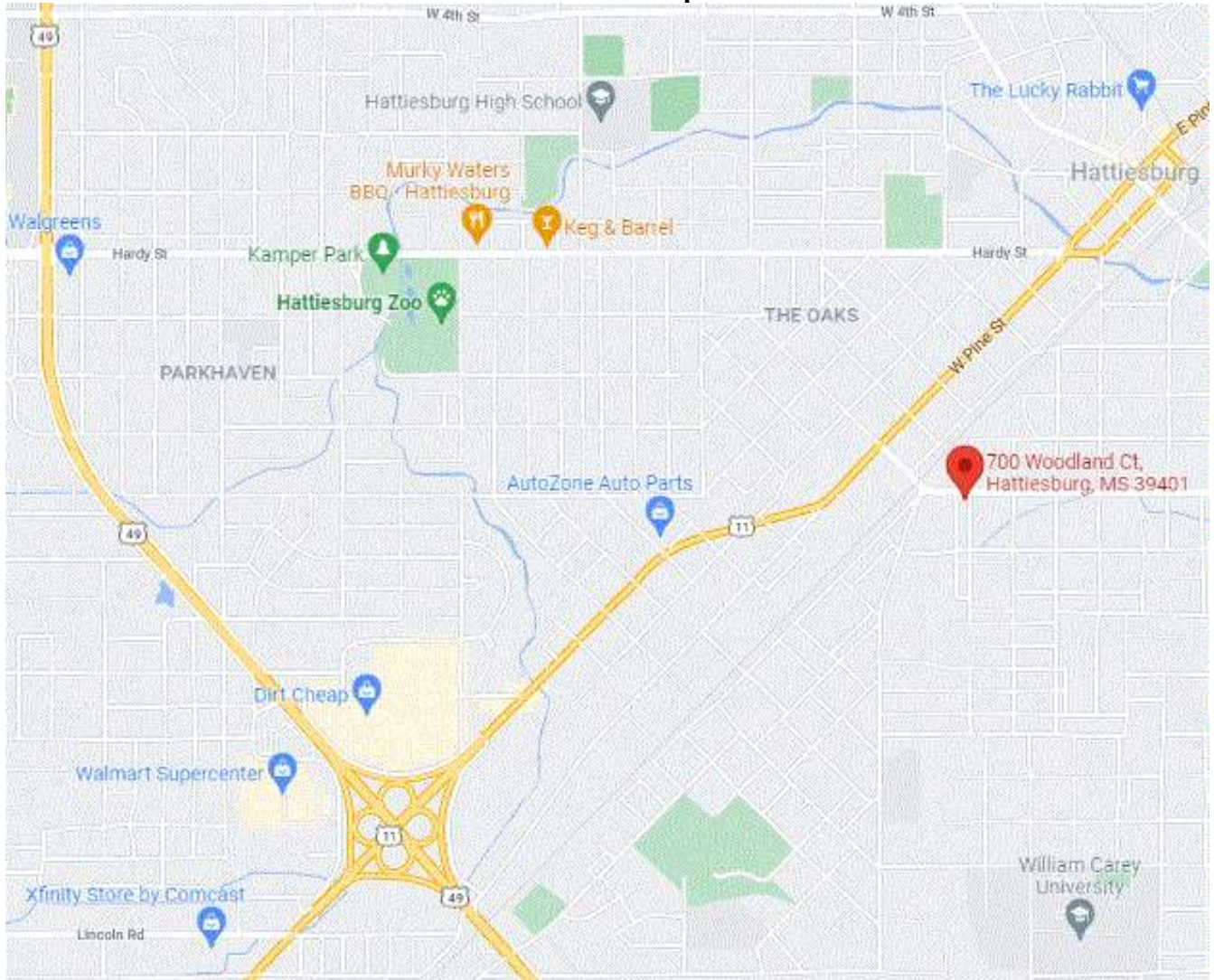


View of proposed ROW and improvements located inside the proposed ROW.



View from the subject property of the surrounding neighborhood.

Location Map



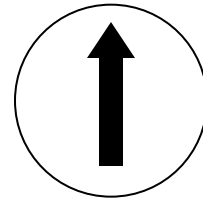
Sketch of Property¹⁷

AREAS

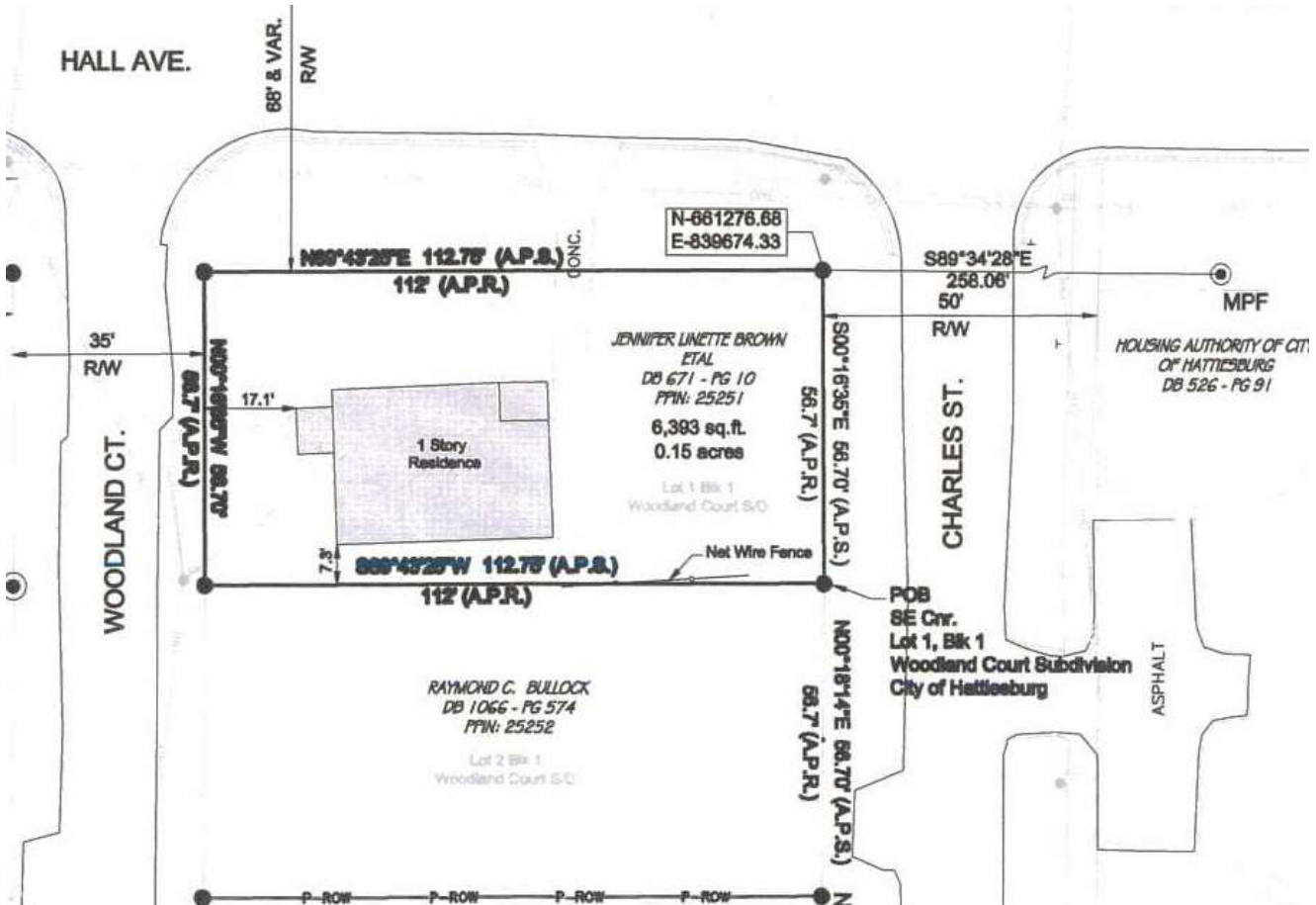
Area of Whole Tract - Before: 0.15 Acres

Area of Remaining Tract - After: 0.00 Acres

Area to be Acquired: 0.15 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No. 2-038B-15-085.00/ PPIN# 25251

Project No. 108639-81100

Addenda

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

Legal Description(s)

(attached)

All of Lot One (1), Block One (1) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commencing at a metal pipe found at the southeast corner of Lot 9, Block 1 of Woodland Court subdivision, thence run North 00 degrees 15 minutes 23 seconds West for a distance of 397.69 feet to an iron pin set at the southeast corner of Lot 2, Block 1; thence run North 00 degrees 18 minutes 14 seconds East for a distance of 56.70 feet to an iron pin set at the southeast corner of Lot 1, Block 1, to and for the Point of Beginning; thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North 00 degrees 16 minutes 35 seconds West along said right-of-way for a distance of 56.70 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run North 89 degrees 43 minutes 25 seconds East along the south line of Hall Ave for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South 00 degrees 16 minutes 35 seconds East along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,393 square feet, or 0.15 acres, more or less.

Parcel No. 2-038B-15-085.00/ PPIN# 25251

Project No. 108639-81100

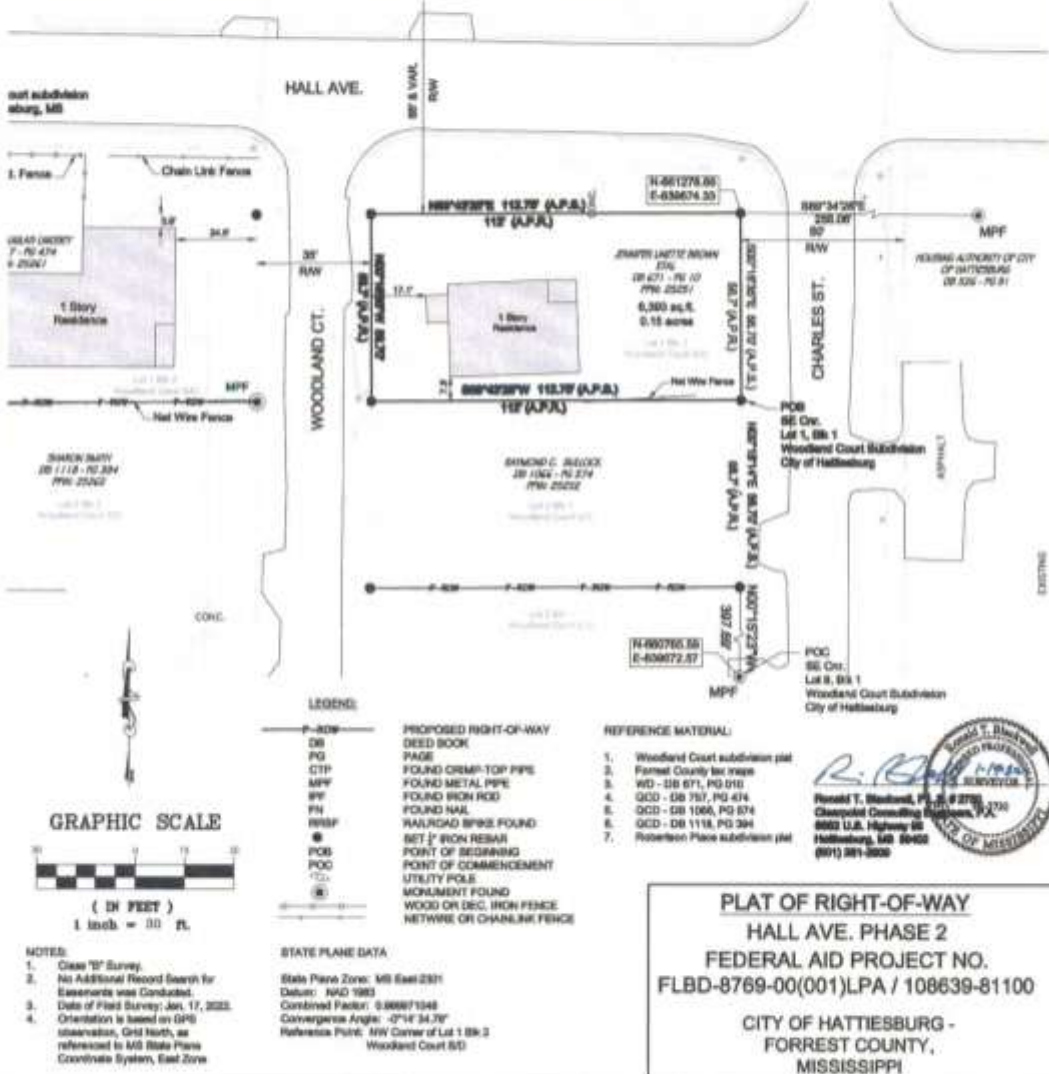
Addenda

Page 9

DESCRIPTION OF SURVEY AREA
JENNIFER L. BROWN, ETAL
PPIN# 25251

All of Lot One (1), Block One (1) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}00'14''27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commencing at a metal pipe found at the southeast corner of Lot 9, Block 1 of Woodland Court subdivision, thence run North $00^{\circ}15'$ minutes 23 seconds West for a distance of 307.89 feet to an iron pin set at the southeast corner of Lot 2, Block 1; thence run North $00^{\circ}16'$ minutes 14 seconds East for a distance of 56.70 feet to an iron pin set at the southeast corner of Lot 1, Block 1, to and for the Point of Beginning; thence run South $89^{\circ}43'$ minutes 25 seconds West along the south line of said Lot 1 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North $00^{\circ}16'$ minutes 35 seconds West along said right-of-way for a distance of 56.70 feet to an iron pin set on the southern right-of-way of Hall Avenue; thence run North $89^{\circ}43'$ minutes 25 seconds East along the south line of Hall Ave for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South $00^{\circ}16'$ minutes 35 seconds East along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains $6,393$ square feet, or 0.15 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com



PREPARED FOR:
PROPERTY OWNER:
Jennifer L. Brown, etal
PPIN: 25251

CCE NO.: 76242058
SCALE: 1" = 30'
DATE: 1/17/2022
CHECKED: JS
DRAWN: RTB
SHEET 1 OF 1

Drawing Location: C:\Users\JBrown\Documents\BOS\PROJ-2021\BOS\PROJ-2022\76242058 - Hall Ave West R.O.W. Proj\RTB\BOS-Model_RTB.dwg

Parcel No.
Addenda

2-038B-15-085.00/ PPIN# 25251

Project No. 108639-81100

CALCULATOR METHOD

SINGLE-FAMILY RESIDENCES (351)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	Sq. M.	COST Cu. Ft.	Sq. Ft.
C	Excellent	Face brick, cut stone, heavy roof structure, shakes, tile, slate	Plaster, ornamental detail, fine carpet, parquet, or plank	Some special fixtures, more than one bath per bedroom	Warm and cool air	2152.78	25.00	200.00
	Very good	Good brick, stone trim, shakes or concrete tile roof on good structure	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1786.81	20.75	166.00
	Good	Brick or good block and stucco, concrete, shakes or wood shingles	Good plaster or drywall, some ornamentation, carpet or hardwood composition, average carpet	Good lighting and outlets, one bathroom per two bedrooms	Package A.C.	1506.95	17.50	140.00
	Average	Brick or block, concrete w/SIP forms, wood or good asphalt shingle roof	Plaster or drywall, hardwood, vinyl composition, average carpet	Adequate lighting/plumbing per good building codes	Forced air	1071.01	12.44	99.50
	Fair	Block or brick, concrete w/SIP forms, standard sash, asphalt shingle roof	Drywall or tinted plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	914.93	10.63	86.00
	Low cost	Block or cheap brick, asphalt shingle roof, few windows	Drywall, exposed block, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	789.62	8.94	71.50
	Cheap	Cheap block, composition roof, cheap sash	Painted block, few partitions, asphalt tile, softwood	Minimum, substandard by most building codes	None	645.83	7.50	60.00
	Excellent	Face brick, cut stone veneer, heavy rafters, shakes, tile, slate, etc.	Plaster, ornamental detail, fine carpet, parquet, or plank	Some special fixtures, more than one bath per bedroom	Warm and cool air	2142.02	24.86	199.00
	Very good	Good brick veneer, stone trim, conc. tile or shakes or slate	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1776.04	20.63	165.00
	Good	Select common or used brick veneer, shakes or good shingles	Good plaster or drywall, some ornamentation, carpet or hardwood	Good lighting and outlets, one bath per two bedrooms	Package A.C.	1496.18	17.38	139.00
D MASONRY VENEER	Average	Brick veneer, some trim, wood or good asphalt shingles	Plaster or drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing per good building codes	Forced air	1071.01	12.44	99.50
	Fair	Brick veneer, little trim, standard sash, asphalt shingles	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	920.31	10.69	85.50
	Low cost	Brick or block veneer, few windows, asphalt shingles	Drywall/tinted plaster, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	775.00	9.00	72.00
	Excellent	Half-timber, stone or brick trim, heavy rafters, slate, tile, shakes	Plaster, ornamental detail, fine carpet, terrazzo, slate, etc.	Some special fixtures, more than one bath per bedroom	Warm and cool air	1960.56	23.00	184.00
	Very good	Best stucco, EIFS, or siding, brick or stone trim, shakes, concrete tile	Very good plaster and detail, good-quality carpet or hardwood	Top-quality standard fixtures, electrical and plumbing	Heat pump system	1646.89	19.13	153.00
	Good	Good stucco, EIFS, or siding, tile, light shakes or good shingles	Good plaster or drywall, some ornamentation, carpet or hardwood	Good lighting and outlets, one bath per two bedrooms	Package A.C.	1399.31	18.25	130.00
	Average	Stucco or siding, EIFS, some trim, wood or good asphalt shingles	Plaster or drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing per good building codes	Forced air	1006.42	11.69	93.50
	Fair	Stucco or siding, standard lath, asphalt shingles or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	666.49	10.06	80.50
	Low cost	Low-cost stucco or siding, asphalt shingle roof, few windows	Drywall/tinted plaster, vinyl composition tile, cheap hardwood	Minimum standard lighting and plumbing, cheap fixtures	Wall furnace	731.95	8.50	68.00
	Cheap	Box frame or light studs, cheap stucco/siding, windows, comp. roof	Drywall, cheap ceiling or none, softwood or asphalt tile on slab	Minimum, substandard by most building codes	None	613.54	7.13	57.00
S	Average	Pre-engineered frame, insulated sandwich panels, average windows	Gypsum board or acoustic tile, vinyl composition and carpet	Adequate lighting/plumbing per good building codes	Forced air	968.75	11.25	90.00
		Fireplaces, balconies, porches and built-in appliances are not included, see Pages 38-41. For average wall heights over 8 feet (2.44 meters), excluding gables, add 3% for each foot (.305 meter). For small residential elevators and fire sprinkler systems, see notes on Page 38 and 39. See Page 35 for garage costs. For basements, see Page 26; for basement garage Lump-sum addition, see Page 32.						

8/2020

The data included on this page becomes obsolete after update delivery, Scheduled for August 2022.

MARSHALL VALLEY SERVICE
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QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 25252
Owner	Raymond C. Bullock
Occupied / Leased	Vacant
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	2/17/2022
Review Report Date	4/05/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By
John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Raymond C. Bullock
Parcel No:	PPIN # 25252
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	02/17/2022	Report Date: 04/05/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.15 Acres
	☐ Easement	Area of Remaining Tract 0.00 Acres
	☐ Other	Area to be Acquired 0.15 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 25252 Project No. 108639-81100

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 2/17/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$10,230	\$0	\$10,230
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is a vacant urban tract of land located along the east side of Woodland Court one lot south of its intersection with the south side of Hall Avenue. The subject property is more specifically located in Lot 2, Block 1 of the Woodland Court subdivision of the city of Hattiesburg situated within Section 15, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID number is PPIN # 25252. The total property consists 0.15 Acres or 6,393 sq. ft.± consisting one vacant tax parcel. The site is rectangular in shape with access along Woodland Court and Charles Street. The subject property's larger parcel consists of a total of 0.15 acres more or less or 6,393 sq. ft.± being rectangular in shape as shown by the plat provided. Reportedly, the subject property has approximately 56.7' (frontage along Woodland Court along western boundary with 56.7' of frontage along eastern boundary of Charles Street) x 112'. Both roads provide good access to Hall Avenue. Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection. As previously indicated, the subject property is a vacant urban property being rectangular in shape. The property enjoys access from both Woodland Court and Charles Street. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned R-1C Single-Family Residential District by the city of Hattiesburg. This zoning allows for primarily residential uses with	

Parcel No. PPIN # 25252

Project No. 108639-81100

Review Appraisal Report

related educational, religious, and recreational facilities. The subject area is a residential district of Hattiesburg in the area of historic structures that have been renovated or older homes constructed between 1930 to 1960.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be for residential development. The highest and best use as improved was considered not applicable; however, would be the same as vacant or residential development.

The acquisition area consists of the total property as previously described. There is no remainder.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. The appraiser mailed an Acquisition Guide and other materials related to the subject property to property owner. The land owner is out of state; however, the appraiser spoke with him and he declined to be present during the inspection of the subject property. The appraisal was completed as an Appraisal Report of Land; which is the correct format as the property is vacant land. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land only" was being valued. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being for vacant land being limited. The only approach developed within the appraisal was the Sales Comparison Approach. As stated on Page 11 of the appraisal report, a jurisdictional exception is allowed to utilize only the Sales Comparison Approach when adequate data is available. The market data for the property as vacant was adequate to provide a credible assignment result. In the valuation of the subject's site identified consisting of 0.15 acres more or less or 6,393 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.15 acres± to as large as 0.848 acres±. The sales ranged in price per square foot from a low of \$0.57/sq. ft. to a high of \$1.27/sq. ft. having occurred between 04/16 and 01/22. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required. All three (3) sales were considered somewhat similar to the subject property with all three (3) sales considered. After adjustments for the elements of comparison discussed, the adjusted range in value was between a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft.. For appraisal purposes, a unit value of \$1.60/sq. ft. was adopted for the residential site in the before condition or <u>\$10,230 RO.</u> The acquisition is a total take; hence, there is no remaining value. The difference or estimated Just Compensation based on the Sales Comparison Approach is then <u>\$10,230.</u>	

Conclusion	<i>Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)</i>
As this is a total acquisition from a vacant tract of land, the appraiser completed a total before and after value of the subject property's site. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition (note, complete acquisition; hence, no after valuation.) The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as well as "land only" being valued. The following opinions were developed as a result of my review of the appraisal that is the subject of this report. The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion. I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach. The estimated due compensations is then \$10,230.	

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$10,230 and is recommended as the basis for the establishment of the amount believed to be just compensation.

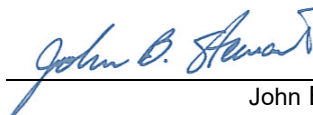
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 25252	\$10,230	\$0	\$0	\$10,230
Total: Ten Thousand Two Hundred Thirty Dollars				

Date
4/05/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 25252

Project No. 108639-81100

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales cited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquiry about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$10,230.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 4/05/2022

Parcel No. PPIN # 25252

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of Land with Improvements

Parcel Number(s) 2-038B-15-084.00 / PPIN # 25252
Owner Raymond C. Bullock
Vacant / Occupied / Leased Vacant
County Forrest
Project Description Hall Avenue West Project
Effective Date of the Appraisal 02/17/2022
Report Date 04/05/2022
Report Requested for Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI,
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County Forrest County

Owner(s): Raymond C. Bullock

Phone: (706) 653-7420

Address: 2414 Reese Road

Columbus, GA 31907

Occupant(s): N/A

Phone: _____

Address: N/A

Estate Appraised:



Fee

Area of Whole Tract

6,393 sf or +/- 0.15 Acres



Easement

Area of Remaining Tract

0.00 Acres



Quit-Claim

Area to be Acquired

6,393 sf or +/- 0.15 Acres

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: 02/17/2022

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, acquisition guide and plat map were mailed to the property owner on February 15th, 2022. On February 24th, 2022, George Null spoke to Mr. Bullock regarding the subject property. Mr. Bullock stated that he lived in Columbus, Georgia and that he did not want to meet for the inspection. He stated that he removed the home from the property approximately nine years ago and that he maintains the lot. On February 17th, 2022, George Null, GA-679 inspected the property and documented it with photos found later in this appraisal report.

Contact Comments

See Above

Is the Property being Leased or Rented? ☐ Yes ☒ No

Lessor:

Lessee

Terms:

Appraiser:
(signature)



Date: 04/05/2022

(print name)

George Null, MAI

(license type)

State Certified General Real Estate Appraiser, GA-679

Parcel No. 2-038B-15-084.00/ PPIN# 25252

Project No. 108639-81100

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038B-15-084.00 / PPIN # 25252
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Property Owner: Raymond C. Bullock Property Address: 2414 Reese Road, Columbus, GA 31907 Phone: (706) 837-6800	Leasehold (Tenants) None Address: Phone:
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Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the east side of Woodland Court one lot south of at its intersection with the south side of Hall Avenue. The property is located in Lot 2, Block 1 of the Woodland Court subdivision of the City of Hattiesburg in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	

Size of the Whole Tract (Before):	0.15 Acres or 6,393 square feet
Size of the Remaining Parcel (After):	0.00 Acres
Size of the Area to be Acquired:	0.15 Acres or 6,393 square feet

Highest and Best Use Before (Whole Tract):	Residential
Highest and Best Use After (Whole Tract):	Not applicable, complete take

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	Same as whole tract
Highest and Best Use of the Larger Parcel(s)	Residential

Unit Value of the Land (Before)	\$1.60/sf
Unit Value of the Land and Improvements (Before)	\$0.00/sf
Unit Value of the Land (After)	\$0.00
Unit Value of the Land and Improvements (After)	\$0.00

Improvements:	
The property is a vacant lot with no improvements. This is a complete take with no remainder.	

Total Before Value:	\$10,230
Total After Value:	\$0
Just Compensation:	\$10,230

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
PPIN # 25252	\$10,230	\$0	\$0	\$10,230

Effective Date of the Appraisal:	02/17/2022
Date of Report:	04/05/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 02/17/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Parcel No. 2-038B-15-084.00/ PPIN# 25252 **Project No.** 108639-81100

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$10,230</u>
Fair Market Value of the Remainder Property	After	<u>\$0</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$10,230</u>

as of 02/17/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 04/05/2022

Appraiser (sig.)



(name)
(License)

George Null, MAI
State Certified General Real
Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "fair market value of the area to be acquired and damages, if any, to the remainder".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, "*The report must contain sufficient information to allow intended users to understand the scope of work performed*". The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The "extent of the inspection process" includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On February 24th, 2022, George Null spoke to Mr. Bullock regarding the subject property. Mr. Bullock stated that he lived in Columbus, Georgia and that he did not want to meet for the inspection. He stated that he removed the home from the property approximately nine years ago and that he maintains the lot. On February 17th, 2022, George Null, GA-679 inspected the property and documented it with photos found later in this appraisal report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
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Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
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The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
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Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *"when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion"*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *"when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report"*. Under Federal appraisal standards, "exposure time" statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-3I and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the	

transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the east side of Woodland Court at its intersection with Hall Avenue, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older residential homes and vacant land. At the southern end of Bay Street there is the police station, a closed gas station, and a funeral home. The zoning class changes to RC-1 zoning at this intersection. There is consistent traffic along Hall Avenue, although not strong enough to command a commercial use.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along Woodland Court, near the intersection of Hall Avenue. Bay Street is to the east and connects North Main Street and James Street. The traffic counts for Bay Street are 5,300 and 4,600 for Hall Avenue. The surrounding uses are predominantly residential.					
The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.					
Neighborhood Zoning	☒ Res.	☐ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Single family residential

Legal Description of the Total Ownership: +/- 0.15 Acres contained in one parcel located in all of Lot 2, Block 1 of the Woodland Court Subdivision of the City of Hattiesburg in Section 15, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

Location: The subject property is located along the east side of Woodland Court and the west side of Charles Street in Hattiesburg, Forrest County, Mississippi. Hall Avenue is to the north and is a residential corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject lot is rectangular in shape with access along Charles Street and Woodland Court. The property is approximately 56.7' x 112' or +/- 0.15 acres, +/- 6,393 square feet.

Frontage/Access: The subject property has +/-56.7 feet of frontage along Woodland Court along its western border and +/- 56.7' of frontage along Charles Street along its eastern border. These public paved roads provide good access to both Hall Avenue, which provides access.

Topography: The subject property is flat level land and is not located in a flood zone area or designated wetlands.

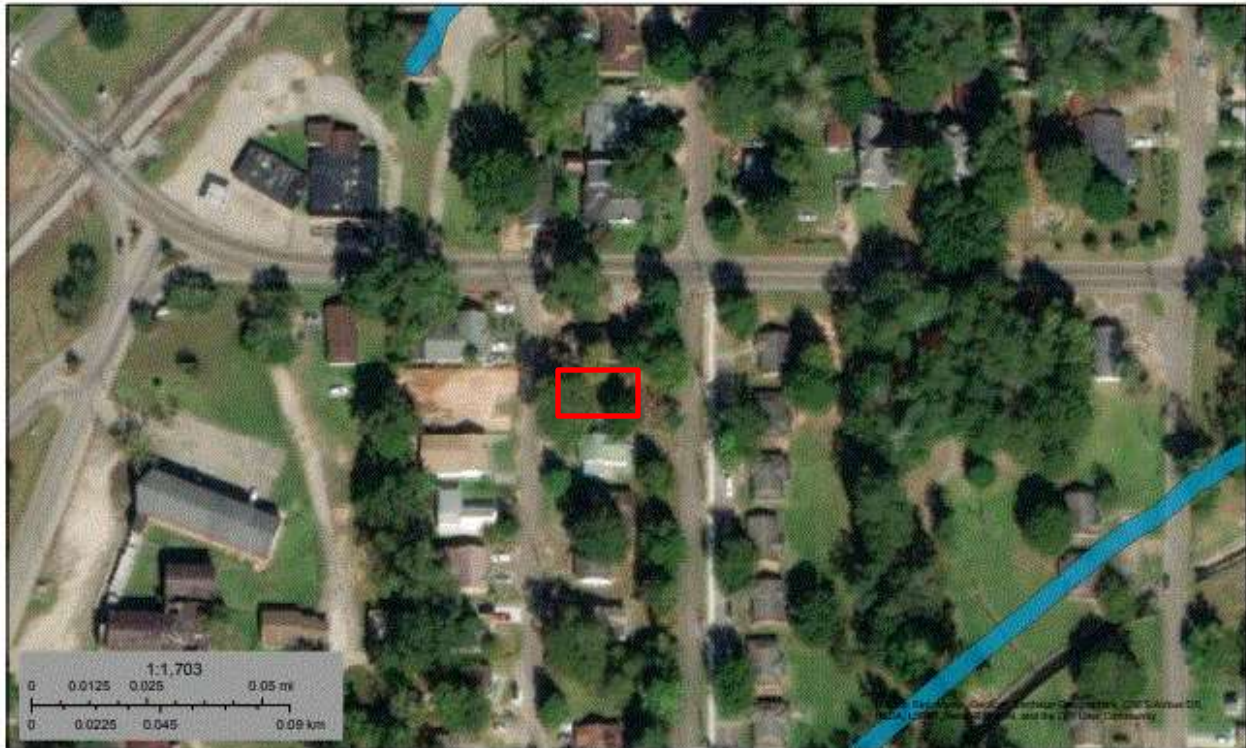
Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Avenue West Project



January 25, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

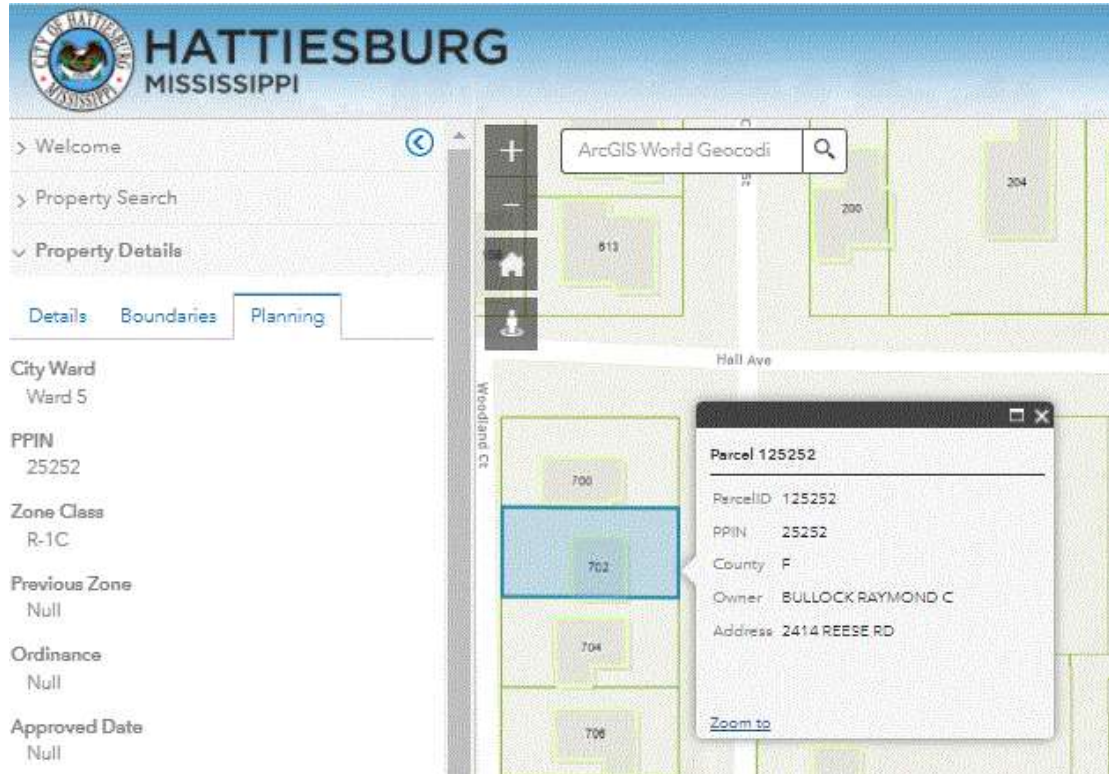
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned R-1C residential by the City of Hattiesburg. This residential zoning allows for single family residential uses, religious uses, parks, and schools. Please see the addend of this report for the full zoning ordinances.



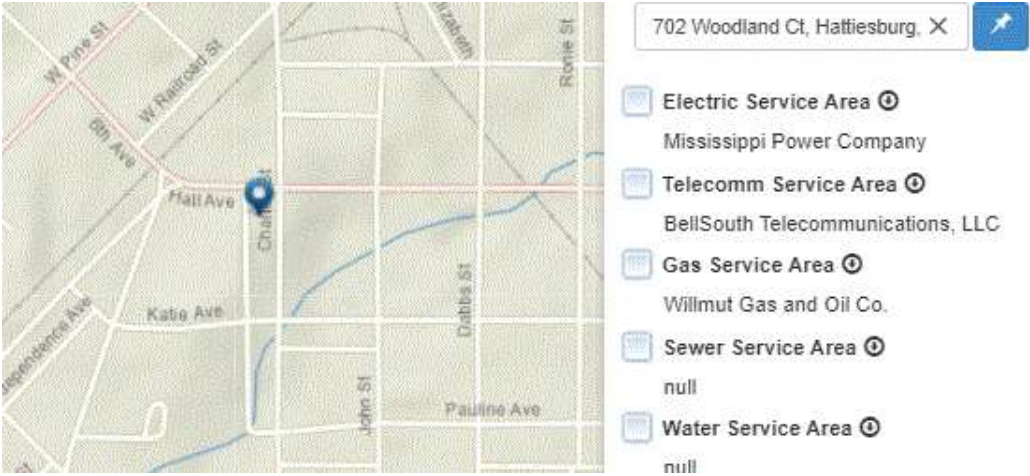
4.5.5 R-1C Single-Family Residential District	
Description and Purpose.	Characteristic Development Type
The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: The property is a vacant lot with no improvements.

Adjacent Land Uses: Residential

Easements/Encumbrances: None

Utilities:



Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas And Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in a residential district of Hattiesburg, with most of the homes being older residential homes that were built between 1930-1960. Several of these homes are historical homes that have been renovated. There are no improvements on the residential lot. Mr. Bullock stated that he removed the home approximately nine years ago and maintains the property.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.15 acres or +/-6,393 sf of PPIN #25252. The acquisition area encompasses the entire property and does not leave a remainder.

Following the acquisition, there will be 0.00 acres remaining on the Raymond C. Bullock property.

Dimensions/Area/Shape: The fee simple acquisition area contains the whole +/- 0.15 acre or +/- 6,393 sf parcel.

Site Improvements: There are no improvements located in the right of way.

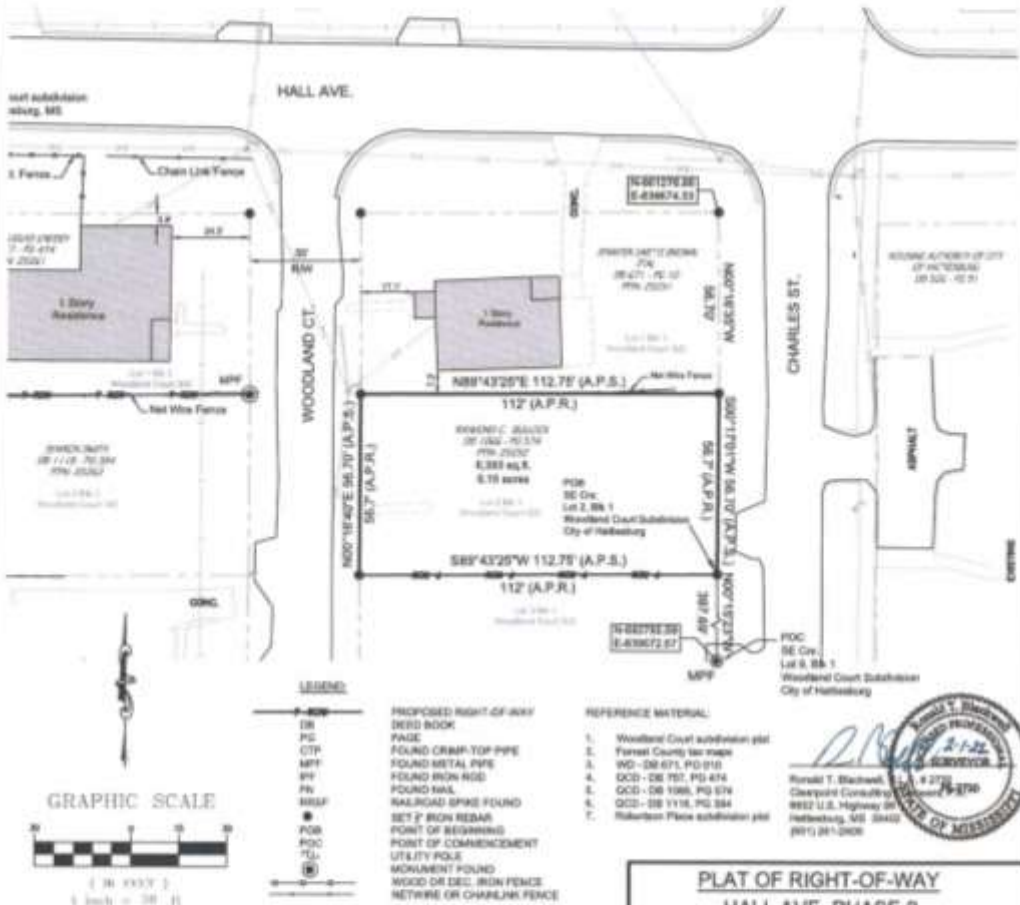
Rights to be Acquired for Each Parcel: Fee Simple

SURVEY

DESCRIPTION OF SURVEY AREA
RAYMOND C. BULLOCK
PPIN# 25252

All of Lot Two (2), Block One (1) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 27.89")$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commencing at a metal pipe found at the southeast corner of Lot 9, Block 1 of Woodland Court subdivision, thence run North 00 degrees 15 minutes 23 seconds West for a distance of 397.69 feet to an iron pin set at the southeast corner of Lot 2, Block 1 to and for the Point of Beginning; thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North 00 degrees 16 minutes 40 seconds East along said right-of-way for a distance of 56.70 feet to an iron pin set at the northwest corner of said Lot 2; thence run North 89 degrees 43 minutes 25 seconds East along the north line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South 00 degrees 17 minutes 01 seconds West along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6.383 square feet, or 0.15 acres, more or less.



- NOTES:
- Class "B" Survey.
 - No Additional Record Search for Encumbrances was Conducted.
 - Date of Field Survey: Jan. 11, 2022.
 - Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.

STATE PLANE DATA

State Plane Zone: MS East-2011
Datum: NAD 1983
Combined Factor: 0.999971048
Convergence Angle: $-0^{\circ} 14' 27.89"$
Reference Point: NW Corner of Lot 1, Block 2
Woodland Court S/D

REFERENCE MATERIAL

- Woodland Court subdivision plat
- Forrest County tax maps
- WD - DB 671, PG 010
- QCD - DB 701, PG 010
- QCD - DB 1066, PG 074
- QCD - DB 1116, PG 084
- Robertson Place subdivision plat



PLAT OF RIGHT-OF-WAY
HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG -
FORREST COUNTY,
MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 90 | Hattiesburg, MS 39402
1.601.261.2509 | 1.601.261.5573 | clearpointengineers.com

PREPARED FOR:



PROPERTY OWNER:

Raymond C. Bullock
PPIN: 25252

CCE NO.: 76242058

SCALE: 1" = 30'

DATE: 2/1/2022

CHECKED: JS

DRAWN: RTB

SHEET 1 OF 1

Drawing Location: B:\76242058\RTB Laptop Files\HCE-Miss_Miss - Standard\HCE-Miss_Miss.dwg

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the property will have 0.00 acres remaining.

Frontage/Access:



Topography: This is a complete take with no remainder.

Flood Plain and Drainage Data: This is a complete take with no remainder.

Use Restrictions: This is a complete take with no remainder.

Off-Site Public Improvements: This is a complete take with no remainder.

Easements/Encumbrances: This is a complete take with no remainder.

Utilities: This is a complete take with no remainder.

Comments:	<i>Include additional narrative, as needed.</i>
This parcel is a complete take, and there is no remainder.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.15 acres of land and improvements located in Hattiesburg, MS.

Items of Personal Property Not Appraised

N/A



View of the subject property from Woodland Court.



View of the lot from between Woodland Court and Charles Street.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Survey, as well as the legal description found in the deed for this property, the tract is rectangular in shape and contains a total of 0.15 acres, more or less. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The subject tract consists of one tax parcel containing +/- 0.15 acres and a single family home. The 0.15 acres has unity of ownership, a consistent highest and best use, and is one contiguous property. Therefore, the entire 0.15 acres was valued as one whole parcel.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The site has access to Woodland Court and Charles Street and is physically large enough for a wide variety of uses. The 0.15 acre site is not physically limited by its size, and any sort of commercial, industrial, retail or single family use would be physically possible on the site. Legally permissible: The site is zoned R-1C by the City of Hattiesburg. This zoning district only allows single family residential uses, churches, schools, and parks. The R1-C zoning would severely limit the overall use of the property to anything but SFR and religious uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to R1-C zoning class. The Hall Avenue corridor has seen good interest in renovating older historic homes and cottages, due to their close proximity to downtown Hattiesburg. A single family residential use is the only feasible use for the site. The property is located in a residential area of Hattiesburg, with residential immediately adjacent to the west, south, east and north. The only feasible, and maximally productive use of the site would be for single family residential uses. <u>Highest and best use as improved:</u> There are no improvements located on the subject property. Since the property was once improved with a residence, the highest and best use as improved was considered to be as single family residential.	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, nothing will remain on the subject property. Therefore, the highest and best use in the after condition is not applicable.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
None			N/A		
Explanation: There have been no transfers in ownership in the last three years.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 25252	True Value – Land	\$6,290
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

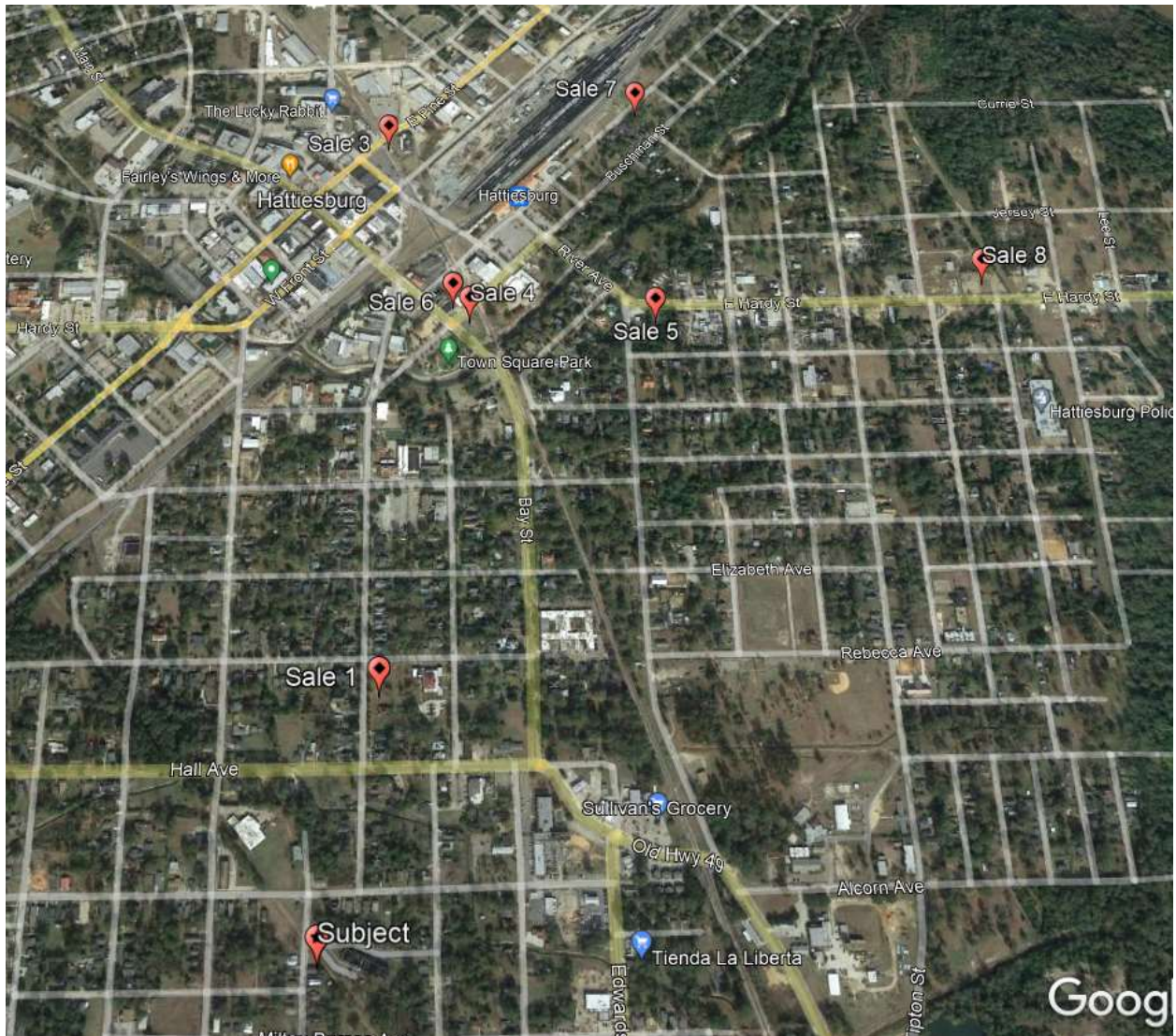
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an unimproved residential lot. The property is vacant land, so the Cost approach and Income approaches were not utilized. The value of the entire property is valued using the Sales Comparison approach presented on the following pages.	

LAND SALES MAP



Sales 1, 2 and 7 were utilized to value the subject property.

Sales Comparison Approach – (Land) – Before Value of the Residential lot

Item	Subject	Comp Sale #	L-1	Comp Sale #	L-2	Comp Sale #	L-7
Location		Walnut Street		North 24th Avenue		New man Street	
Sales Price			\$20,000		\$22,000		\$3,750
Price Per Lot			\$20,000.00		\$22,000.00		\$3,750.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Financing	Typical						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Condition of Sale	Arms-Length						
Adjusted Price/ SF			\$1.27		\$0.60		\$0.57
Market Conditions	Date of Sale	4/7/16	30%	4/7/17	25%	1/19/22	0%
Adjusted Price / SF			\$1.65		\$0.75		\$0.57
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	0.15 ac lot	0.362	\$0.00	0.848	\$0.00	0.150	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	R1-C	R1-A	\$0.00	R1-A	\$0.00	R1-C	\$0.00
Net Adjustment		(+/-)	\$0.38	(+/-)	\$0.15	(+/-)	\$0.00
		Net %	30.00%	Net %	25.00%	Net %	0.00%
		Gross %	30.00%	Gross %	25.00%	Gross %	0.00%
Adjusted Sales Price			\$1.65		\$0.75		\$0.57

Adopted Unit Value, Before (Land Only): \$1.60/sf

Size	Unit of Measure	Rate
6,393 sf	Sq. Ft. @	\$1.60
	Per SF	\$10,229
Add (Timber, minor site improvements, other - See Attached):		\$0
Total Before Value (Land Only):		\$10,229
r/o		\$10,230

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2016 to 2022. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest county, and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, vacant, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned R1-C residential. All of the sales had similar zoning. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$0.57 to \$1.65 per square foot. The lot is one lot off of Hall Avenue and is more appealing for residential uses than lots directly on Hall Avenue due to the lack of traffic. In addition it is a stand alone lot that is cleared and ready for improvement, the affordability would suggest a lot value at the upper end of the range. Overall, considering the other adjusted values, a value of \$1.60 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

BEFORE VALUE CONCLUSION:

Allocation of values:

Lot value= 6,393 sf x \$1.60/sf = \$10,229, rounded to \$10,230

After Value - Reconciliation

There is no remainder, thus the total after value of the property following the right of way acquisition was concluded to be \$0.00.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$10,230	\$0	\$10,230
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the 0.15 acre lot was concluded to have a value of \$10,230. After the project is complete, the remaining site was concluded to have a value of \$0. Thus, just compensation due to the owner is \$10,230.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$10,230** as of 02/17/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
25252	0.150	Acre(s)		\$10,230					\$10,230
									\$0
									\$0
									\$0
									\$0
Totals	0.150	Acre(s)		\$10,230		\$0		\$0	\$10,230

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Total of all Interests \$10,230

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



View of the property along Woodland Court.



Additional view of the property along Woodland Court.

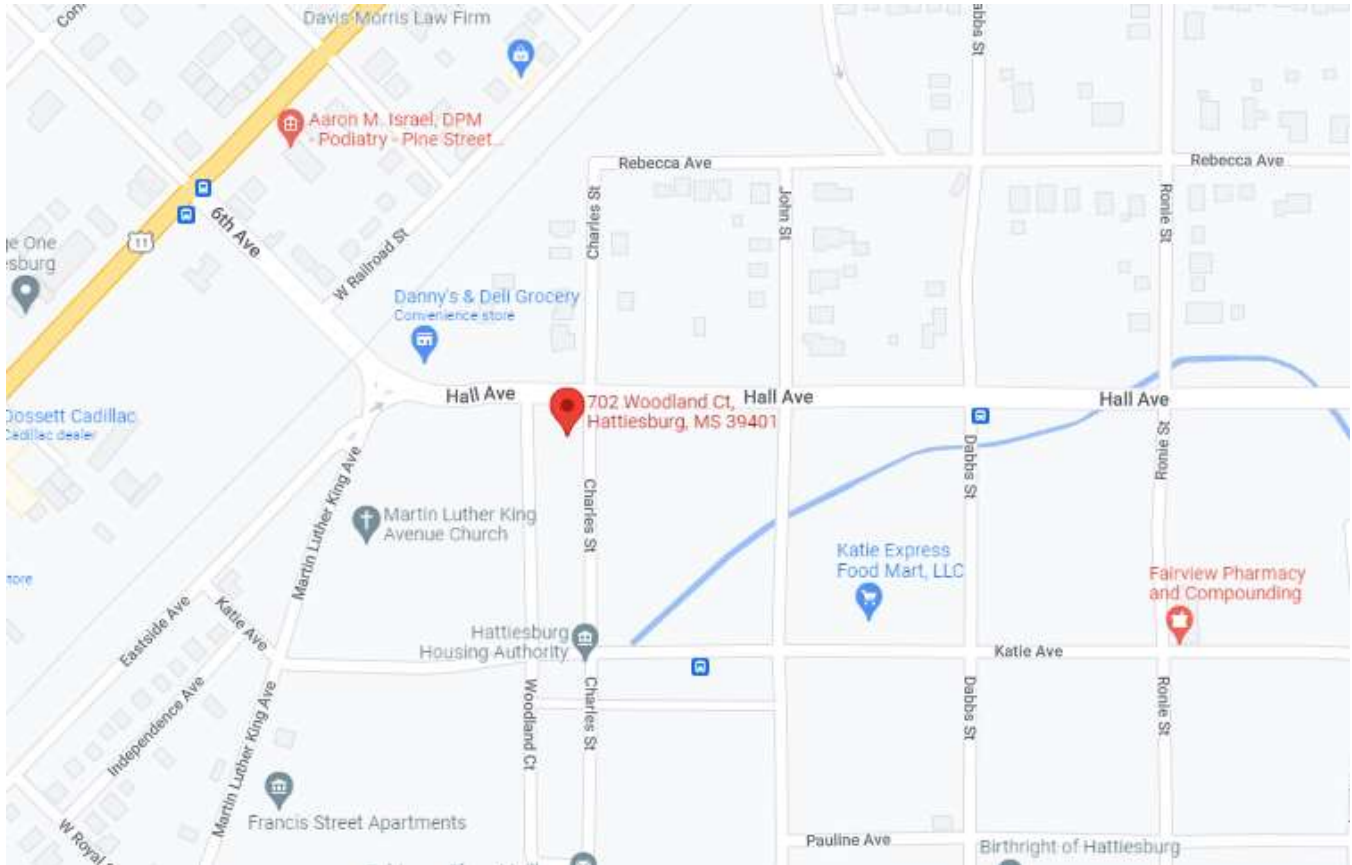


Additional view of the proposed right of way area.



Additional view of the proposed right of way area.

Location Map



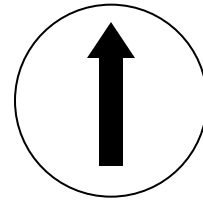
Sketch of Property¹⁷

AREAS

Area of Whole Tract - Before: 0.15 Acres

Area of Remaining Tract - After: 0.00 Acres

Area to be Acquired: 0.15 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Parcel No. 2-038B-15-084.00/ PPIN# 25252 **Project No.** 108639-81100

Addenda

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

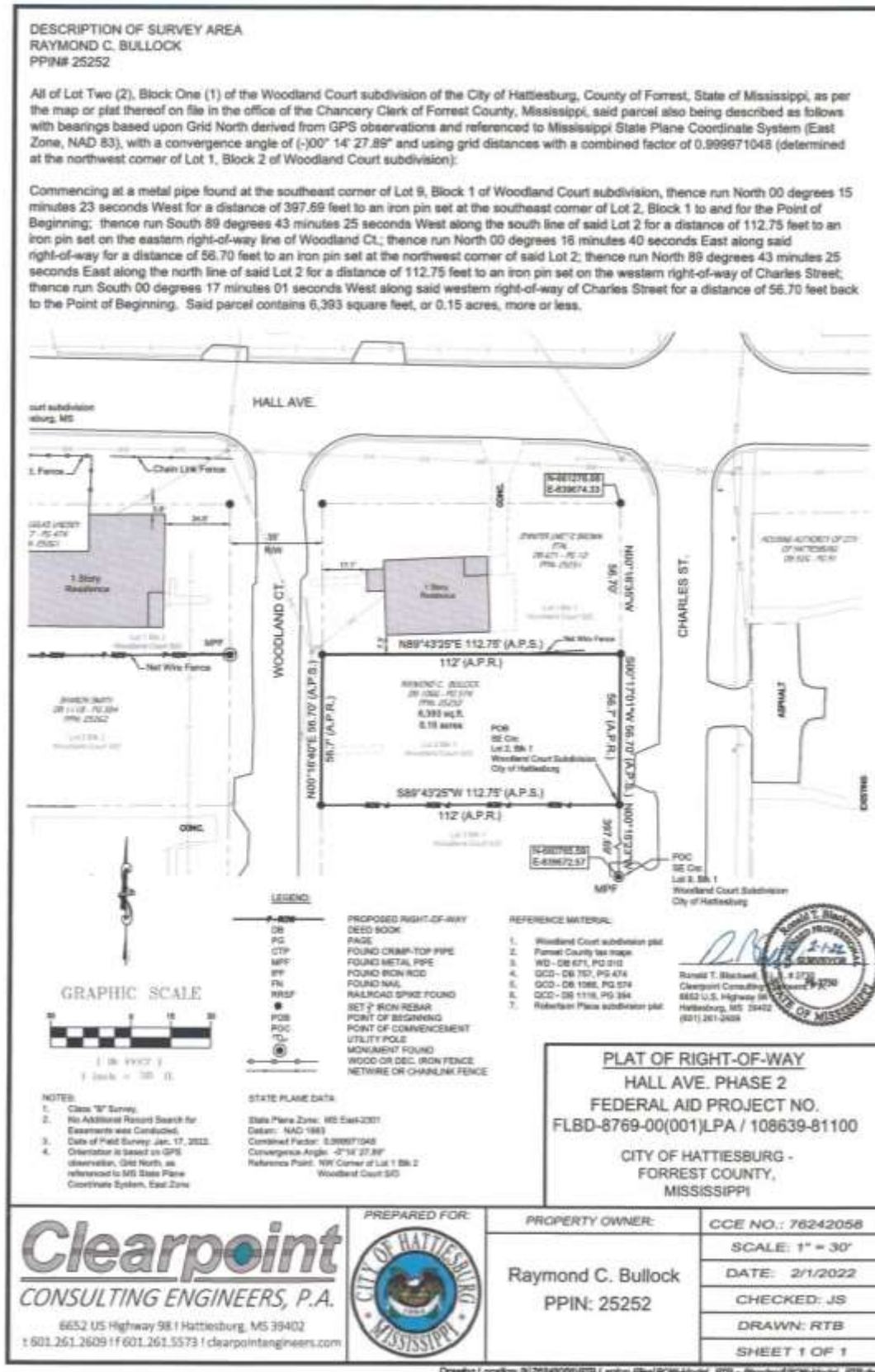
In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

Legal Description(s)

(attached)

All of Lot Two (2), Block One (1) of the Woodland Court subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 14' 27.89''$ and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commencing at a metal pipe found at the southeast corner of Lot 9, Block 1 of Woodland Court subdivision, thence run North 00 degrees 15 minutes 23 seconds West for a distance of 397.69 feet to an iron pin set at the southeast corner of Lot 2, Block 1 to and for the Point of Beginning; thence run South 89 degrees 43 minutes 25 seconds West along the south line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the eastern right-of-way line of Woodland Ct.; thence run North 00 degrees 16 minutes 40 seconds East along said right-of-way for a distance of 56.70 feet to an iron pin set at the northwest corner of said Lot 2; thence run North 89 degrees 43 minutes 25 seconds East along the north line of said Lot 2 for a distance of 112.75 feet to an iron pin set on the western right-of-way of Charles Street; thence run South 00 degrees 17 minutes 01 seconds West along said western right-of-way of Charles Street for a distance of 56.70 feet back to the Point of Beginning. Said parcel contains 6,393 square feet, or 0.15 acres, more or less.



JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 6, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to Tax Parcel 2-038B-15-084.00
(PPIN 25252) the property owned by RAYMOND C. BULLOCK, located in
Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be vested in **RAYMOND C. BULLOCK**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust: NONE
2. County and state ad valorem taxes for the years 2018, 2019 and 2020 have been paid. There is also a current liability for 2021 taxes which constitutes a lien on the subject property which will be due on January 1, 2022, and which will not be in default until on or after February 1, 2022.

PPIN: 25252
Amount: \$174.36

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.
11. Subject to confirmation that Raymond C. Bullock, Vera Woulard and Ruby Jean Coleman Johnson were the sole and only surviving heirs-at-law of Ernest David Bullock, who died intestate on January 20, 2005, per recital in deed filed of record at Book 1011, page 0001.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **CITY OF HATTIESBURG**, and the liability of the undersigned attorney extends only to the said **CITY OF HATTIESBURG**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **October 21, 2021 at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **RAYMOND C. BULLOCK**, is the record owner of a good and marketable title in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

A handwritten signature in dark ink, appearing to be 'JT' or 'JRT', written in a cursive, stylized manner.

Joseph R. Tullos

JRT/mb

EXHIBIT "A"
Tax Parcel 2-038B-15-084.00 (PPIN 25252)

Lot Two (2) of Block (1) of the Woodland Court as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all appurtenances thereunto belonging.



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Maps, Geospatial and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assignors shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228



PPIN:	25252
PARCEL_ID:	2-038B-15-084.00
OWNERNAME:	BULLOCK RAYMOND C
ADDRESS1:	2414 REESE RD
ADDRESS2:	
CITY:	COLUMBUS
STATE:	GA
ZIP:	319070000
SECTION:	15
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 2.9LK 1 PREV #H0980-01-002
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	6290
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	6290
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	6290
EXEMPT_CODE:	0
HOMESTEAD:	
DEED_BOOK:	1066
DEED_PAGE:	574
DEED_DATE:	1230553600000
SITUS_ADDR:	702 WOODLAND COURT

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$10.00 cash in hand paid and other good and valuable considerations, including the assumption and agreement to pay the certain note secured by a deed of trust from the grantor herein to Hattiesburg Service Corporation dated December 1, 1971, and recorded in Land Deed of Trust Book 385 at Page 446 on file in the office of the Chancery Clerk of Forrest County, Mississippi, the receipt of which is hereby acknowledged, I, the undersigned CHARLENE B. OWENS do hereby grant, bargain, sell, convey and warrant unto LEROY MALONE and wife, CATHERINE MALONE, as joint tenants with the right of survivorship and not as tenants in common, the following described property lying and being situated in Forrest County, Mississippi, and more particularly described as follows, to-wit:

Lot Two (2) of Block One (1) of the Woodland Court as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

The grantor and grantees herein agree to prorate the 1971 taxes when due.

This property does not now and has never constituted any part of the grantor's homestead nor has it been adjacent thereto.

Witness my signature on this, the 27 day of December,
A. D., 1971.

Charlene B. Owens
CHARLENE B. OWENS

STATE OF MISSISSIPPI, COUNTY OF FORREST
I certify that this instrument was filed for record in the office of the Chancery Clerk of Forrest County, Mississippi, on the 27 day of December, 1971, and was recorded in Book 385 Page 446.
Witness my hand and seal this 27 day of December, 1971.
RECORDED DEC 27 '71
Glyde M. Bartling Clerk

241

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority in and for said County and State, CHARLENE B. OWENS, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and official seal this, the 2nd day of December, A. D., 1971.


NOTARY PUBLIC

My Commission Expires: May 23, 1975



242

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand to me paid and for other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, the undersigned CATHERINE MALONE, a widow, do hereby sell, convey, and quitclaim unto VERA LEE BULLOCK, reserving a life estate unto myself, in and to the following described property lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

Lot Two (2) of Block One (1) of the Woodland Court as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

THE GRANTOR HEREIN DOES HEREBY RESERVE A LIFE ESTATE IN THE ABOVE DESCRIBED PROPERTY UNTO HERSELF.

WITNESS MY SIGNATURE this, the 9th day of January, A. D., 1979.

Catherine Malone
CATHERINE MALONE

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, CATHERINE MALONE, who acknowledged that she signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned as her voluntary act and deed. GIVEN under my hand and official seal this, the 9th day of January, A. D., 1979.

Notary Public
NOTARY PUBLIC

MY COMMISSION EXPIRES:



BOOK 462 PAGE 362

179-274
STATE OF MISSISSIPPI, COUNTY OF FORREST
I Certify that this instrument was filed by me in my office on 2-1-79 and was recorded in Book 462 Page 362
Given under my hand and seal, this 11th day of Jan 1979.
-B.L. (S) p.d.

② TIM FARRIS

31 22 2000

STATE OF MISSISSIPPI

COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, the undersigned, RUBY JEAN COLEMAN, do hereby grant, bargain, sell, convey and quitclaim unto ERNEST D. BULLOCK, all of my right, title and interest in and to the following described real property, lying and being situated in the County of Forrest, State of Mississippi, and being more particularly described as follows, to-wit:

Lot Two (2) of Block (1) of the Woodland Court as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all appurtenances thereunto belonging.

WITNESS MY SIGNATURE on this, the 29 day of

July, A.D., 1998.

Ruby Jean Coleman
RUBY JEAN COLEMAN

STATE OF MISSISSIPPI

COUNTY OF Forrest

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named RUBY JEAN COLEMAN, who acknowledged before me that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as and for her own free and voluntary act and deed.

GIVEN UNDER MY HAND and official seal of office on this, the 29th day of July, A.D., 1998.

My Commission Expires:

Nov. 28, 2001

James L. Couture
NOTARY PUBLIC

BOOK 0799 PAGE 443

Grantor:

Ruby Jean Coleman
312 Crestmont Avenue
Hattiesburg, MS 39401
(601) 264-4542

Grantee:

Ernest D. Bullock
312 Crestmont Avenue
Hattiesburg, MS 39401
(601) 264-4542

INDEXING INFORMATION:

Lot Two (2) of Block (1) of the Woodland Court, Forrest County, Mississippi

Prepared By: TIMOTHY M. FARRIS; Attorney at Law; Post Office
Drawer 1190; Hattiesburg, MS 39403-1190; (601) 544-7661; MS BAR
No. 8848

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

28687
1998 AUG -3 P 2:42

WITNESSED BY MY HAND AND SEAL
C. J. FARRIS
ATTORNEY AT LAW
CLERK

BOOK 0799 PAGE 444

STATE OF MISSISSIPPI
FORREST COUNTY
CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
121520
2007 APR 18 AM 9:32

Prepared by:
Percy W. Watson
Attorney at Law
P.O. Box 1767
Hattiesburg, MS 39403

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

STATE OF MISSISSIPPI
COUNTY OF FORREST

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, RAYMOND C. BULLOCK, VERA WOULARD and RUBY JEAN COLEMAN JOHNSON, do hereby convey, sell and quitclaim unto RAYMOND C. BULLOCK, VERA WOULARD and RUBY JEAN COLEMAN JOHNSON, Grantees, as joint tenants with the full rights of survivorship, and not as tenants in common, all of our interest, right and title in the following described real property lying and being situated in Forrest County, Mississippi and being more particularly described as follows, to-wit:

Lot Two (2) of Block (1) of the Woodland Court as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all appurtenances thereunto belonging.

That the above individuals are the sole and surviving heirs-at-law of Ernest David Bullock who died intestate on January 20, 2005.

It is expressly agreed and understood by the parties that this Quitclaim Deed was prepared without a title opinion being done on the above described property.

WITNESS OUR SIGNATURES on this the 17th day of April, A.D., 2007.

R. C. Bullock
RAYMOND C. BULLOCK

Vera Woulard
VERA WOULARD

Ruby Jean Coleman Johnson
RUBY JEAN COLEMAN JOHNSON

BOOK 1011 PAGE 0001

STATE OF GEORGIA

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said County and State, the above named, **RAYMOND C. BULLOCK**, who acknowledged that he signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his free and voluntary act and deed.

R. C. Bullock
RAYMOND C. BULLOCK

SWORN TO AND SUBSCRIBED TO BEFORE ME on this _____ day of April, A.D., 2007.

Joanne T. Allen
NOTARY PUBLIC



MY COMMISSION EXPIRES:

January 20, 2008

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said County and State, the above named, **VERA WOULARD**, who acknowledged that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as her free and voluntary act and deed.

Vera Woulard
VERA WOULARD

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 6th day of April, A.D., 2007.

Yolanda B. McCree
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires October 31, 2008



BOOK 1011 PAGE 0002

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said County and State, the above named, **RUBY JEAN COLEMAN JOHNSON**, who acknowledged that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as her free and voluntary act and deed.

Ruby Jean Coleman Johnson
RUBY JEAN COLEMAN JOHNSON

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 17th day of April, A.D., 2007.

Yolanda B. McCree
NOTARY PUBLIC

MY COMMISSION EXPIRES
My Commission Expires October 31, 2008

GRANTORS:

Raymond C. Bullock
2414 Reese Rd.
Columbus, GA 31907
(706)464-7292

Vera Woulard
132 Cresent Dr.
Hattiesburg, MS 39401
(601)543-0179

Ruby Jean Coleman Johnson
673-A Stateline Battles Rd.
Stateline, MS 39362
(601)648-2642

GRANTEES:

Raymond C. Bullock
2414 Reese Rd.
Columbus, GA 31907
(706)464-7292

Vera Woulard
132 Cresent Dr.
Hattiesburg, MS 39401
(601)543-0179

Ruby Jean Coleman Johnson
673-A Stateline Battles Rd.
Stateline, MS 39362
(601)648-2642

INDEXING INSTRUCTIONS

Index the above described property as follows:
Lot 2 Block 1 Woodland Court, Forrest County, Mississippi.

BOOK 1011 PAGE 0003

Prepared by:
Percy W. Watson
Attorney at Law
P.O. Box 1767
Hattiesburg, MS 39403

STATE OF MISSISSIPPI 0
COUNTY OF FORREST 0

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, RAYMOND C. BULLOCK, VERA WOULARD and RUBY JEAN COLEMAN JOHNSON, do hereby convey, sell and quitclaim unto RAYMOND C. BULLOCK, Grantee, all of our interest, right and title in the following described real property lying and being situated in Forrest County, Mississippi and being more particularly described as follows, to-wit:

Lot Two (2) of Block (1) of the Woodland Court as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all appurtenances thereunto belonging.

The parties hereby agree that the above Quitclaim Deed was prepared without a title opinion being done on the above described property, and that the attorney makes no guarantee of title.

That the above parties hereby certify that the above described property is not a part of their homestead.

WITNESS OUR SIGNATURES on this the 18th day of August, A.D., 2009.

Raymond C. Bullock
RAYMOND C. BULLOCK

Vera Woulard
VERA WOULARD

Ruby Jean Coleman Johnson
RUBY JEAN COLEMAN JOHNSON

Inst. 644354
Bk 1066 Pg 0574

STATE OF GEORGIA

COUNTY OF MUSCULOGEE

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said County and State, the above named, **RAYMOND C. BULLOCK**, who acknowledged that he signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his free and voluntary act and deed.

Raymond C. Bullock
RAYMOND C. BULLOCK

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 16th day of August, A.D., 2009.



MY COMMISSION EXPIRES: 11/02/2012

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said County and State, the above named, **VERA WOULARD**, who acknowledged that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as her free and voluntary act and deed.

Vera Woulard
VERA WOULARD

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 14th day of August, A.D., 2009.

Brenda J. Williams
NOTARY PUBLIC

MY COMMISSION EXPIRES:



Inst. 644354
Bk 1066 Pg 0575

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said County and State, the above named, **RUBY JEAN COLEMAN JOHNSON**, who acknowledged that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as her free and voluntary act and deed.


RUBY JEAN COLEMAN JOHNSON

SWORN TO AND SUBSCRIBED TO BEFORE ME on this the 14th day of August, A.D., 2009.


NOTARY PUBLIC



GRANTORS: Raymond C. Bullock
2414 Reese Rd.
Columbus, GA 31907
(706)464-7292

Vera Woulard
132 Crescent Dr.
Hattiesburg, MS 39401
(601)543-0179

Ruby Jean Coleman Johnson
673-A Stateline Battles Rd.
Stateline, MS 39362
(601)648-2642

GRANTEE: Raymond C. Bullock
2414 Reese Rd.
Columbus, GA 31907
(706)464-7292

INDEXING INSTRUCTIONS

Index the above described property as follows:
Lot 2 Block 1 Woodland Court, Forrest County, Mississippi.

Inst. 644354
Bk 1066 Pg 0576

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

FILED
MAR 22 1995

IN THE MATTER OF:

THE ESTATE OF VERA LEE BULLOCK,
DECEASED

James E. Howard
Chancery Clerk

CAUSE NO. 95-0037-PR-T

PETITION FOR APPOINTMENT OF ADMINISTRATRIX

COMES NOW, VERA C. COLEMAN, and files this her Petition to be appointed Administratrix of the Estate of VERA LEE BULLOCK, deceased, and in support thereof would show unto the Court the following facts, to-wit:

I.

Petitioner would show unto the Court that the said Vera Lee Bullock departed this life on August 22, 1994, in Forrest County, Mississippi, having no Last Will and Testament insofar as your Petitioner knows and believes.

II.

Petitioner would show that the said Vera Lee Bullock died seized and possessed of certain personal and real property located in Forrest County, Mississippi, and was an adult resident citizen of Forrest County, Mississippi.

III.

Petitioner would show that the deceased left surviving him the following:

Ruby Jean Coleman, her daughter

Vera C. Coleman, her daughter

Raymond Charles Bullock, her son

Ernest David Bullock, her son

IV.

Petitioner would show that she is the daughter of Vera Lee Bullock, deceased, and she believes that said Estate should be immediately administered, as well for the

proper management of said Estate as for the prompt collection of the assets, by virtue of her right under the statute and, therefore, prays that Your Honor will grant Letters of Administration to her in the premises, upon her taking the oath prescribed by the statute and entering into bond, in such sum and with such security as may be approved by Your Honor, and that the Court will dispense with the appointment of appraisers of said Estate and make such Order as to Your Honor may seem meet and proper in the premises.


VERA C. COLEMAN

SWORN TO AND SUBSCRIBED before me on this the 15th day of,

March, A.D., 1995.


NOTARY PUBLIC




REX K. JONES
ATTORNEY AT LAW
609 CORINNE STREET, SUITE A-2
POST OFFICE BOX 125
HATITESBURG, MISSISSIPPI 39403
(601) 544-2051
MISSISSIPPI BAR NUMBER: 3227

702 Woodland Court

(Joseph/overpass project)

TO: MS Valley Title Insurance Company & Jackson, Tullos & Rogers, PLLC

TITLE REPORT

BUYER: _____ COUNTY: Forrest
SELLER: Raymond C. Bullock
INDEXED: Lot 2 Blk 1 Woodland Court
ACCESS: Yes ☒ No _____ PPIN: 25252

LIENS

DEEDS OF TRUST:
FROM: X TO: _____ TRUSTEE
BENEFICIARY
DATED: _____ IN BOOK _____ AT PAGE _____ SECURING \$ _____ LOAN#: _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
FROM: _____ TO: _____ TRUSTEE
BENEFICIARY
DATED: _____ IN BOOK _____ AT PAGE _____ SECURING \$ _____ LOAN#: _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
FROM: _____ TO: _____ TRUSTEE
BENEFICIARY
DATED: _____ IN BOOK _____ AT PAGE _____ SECURING \$ _____ LOAN#: _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____

JUDGMENTS: X

LIS PENDENS: X

FEDERAL TAX LIENS: X

CONSTRUCTION LIENS: X

HOME OWNERS ASSOCIATION LIEN: X

STATE TAX LIEN (go to tax.dor.ms.gov): X

TITLE VESTED IN: Raymond C. Bullock (10/21/21)

ABSTRACT: \$ 125.00
COPIES: \$ 3.50
TOTAL DUE: \$ 128.50

EFFECTIVE DATE: 10/21/21
TIME: 2:00 PM (PS)

702 Woodland Court

TAX INFO

2-038B-15-084.00

PPIN# 25252

Forrest

TAX YEAR

COUNTY PARCEL #

2018 - ☒ PAID ☐ UNPAID
2019 - ☒ PAID ☐ UNPAID

REDEEM \$ TO
REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☒ NO

2020 - ☒ PAID ☐ UNPAID
\$ 174.39 pd 1/28/21

IMPROVED PROPERTY: ☐ YES or ☒ NO
ASSESSED VALUE \$ 744.00

ESTIMATED TAXES BASED ON LOAN AMOUNT (OR SALES PRICE)
OF \$ IS \$

TAX YEAR

COUNTY PARCEL #

PPIN#

2016 - ☐ PAID ☐ UNPAID
2017 - ☐ PAID ☐ UNPAID

REDEEM \$ TO
REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☐ NO

2018 - ☐ PAID ☐ UNPAID
\$

IMPROVED PROPERTY: ☐ YES or ☐ NO
ASSESSED VALUE \$

TAX YEAR

COUNTY PARCEL #

PPIN#

2016 - ☐ PAID ☐ UNPAID
2017 - ☐ PAID ☐ UNPAID

REDEEM \$ TO
REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☐ NO

2018 - ☐ PAID ☐ UNPAID
\$

IMPROVED PROPERTY: ☐ YES or ☐ NO
ASSESSED VALUE \$

ESTIMATED TAXES BASED ON LOAN AMOUNT (OR SALES PRICE)
OF \$ IS \$

TAX YEAR

COUNTY PARCEL #

PPIN#

2016 - ☐ PAID ☐ UNPAID
2017 - ☐ PAID ☐ UNPAID

REDEEM \$ TO
REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☐ NO

2018 - ☐ PAID ☐ UNPAID
\$

IMPROVED PROPERTY: ☐ YES or ☐ NO
ASSESSED VALUE \$

SPECIAL INSTRUCTIONS/SUBJECT TO:

WITNESS MY SIGNATURE THIS

21st

DAY OF

Oct.

2019 AT

8:00 AM

Lt 2 Blk 1 Woodland Court

pg 1
PPIN-25252

Charlene B. Owens

WD
12/27/71
356 | 241



Leroy Malone & Catherine Malone (Graves)

QCD

Ⓢ Life Estate

1/11/79

462 | 362

↓ By Catherine as a widow

Vera Lee Bullock



DOE 8/22/94

intestate but probate started @

Cause No. 95-0037-PR-T, Forrest Co. MS

Never closed out but shows surviving

heirs @ law to be: (all her children)

Ruby Jean Coleman

Vera C. Coleman

Raymond Charles Bullock

Ernest David Bullock



pg 2

Lt 2 Blk 1 Woodland Court

Pg 2
PPIN-25252

Ruby Jean Coleman

GCD

7/29/18

8/31/18

799/443

↓

Ernest D. Bullock

↓

died prior 4/17/07 per deed 1011/1

↓

heirs:

Raymond C. Bullock

Vera Woulard

Ruby Jean Coleman Johnson

GCD

4/17/07

4/18/07

1011/1

↓

By all

Raymond C. Bullock, Vera Woulard & Ruby Jean Coleman Johnson

GCD

8/19/09

8/20/09

1046/574

↓

Raymond C. Bullock

Raymond C. Bullock

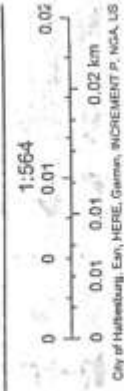
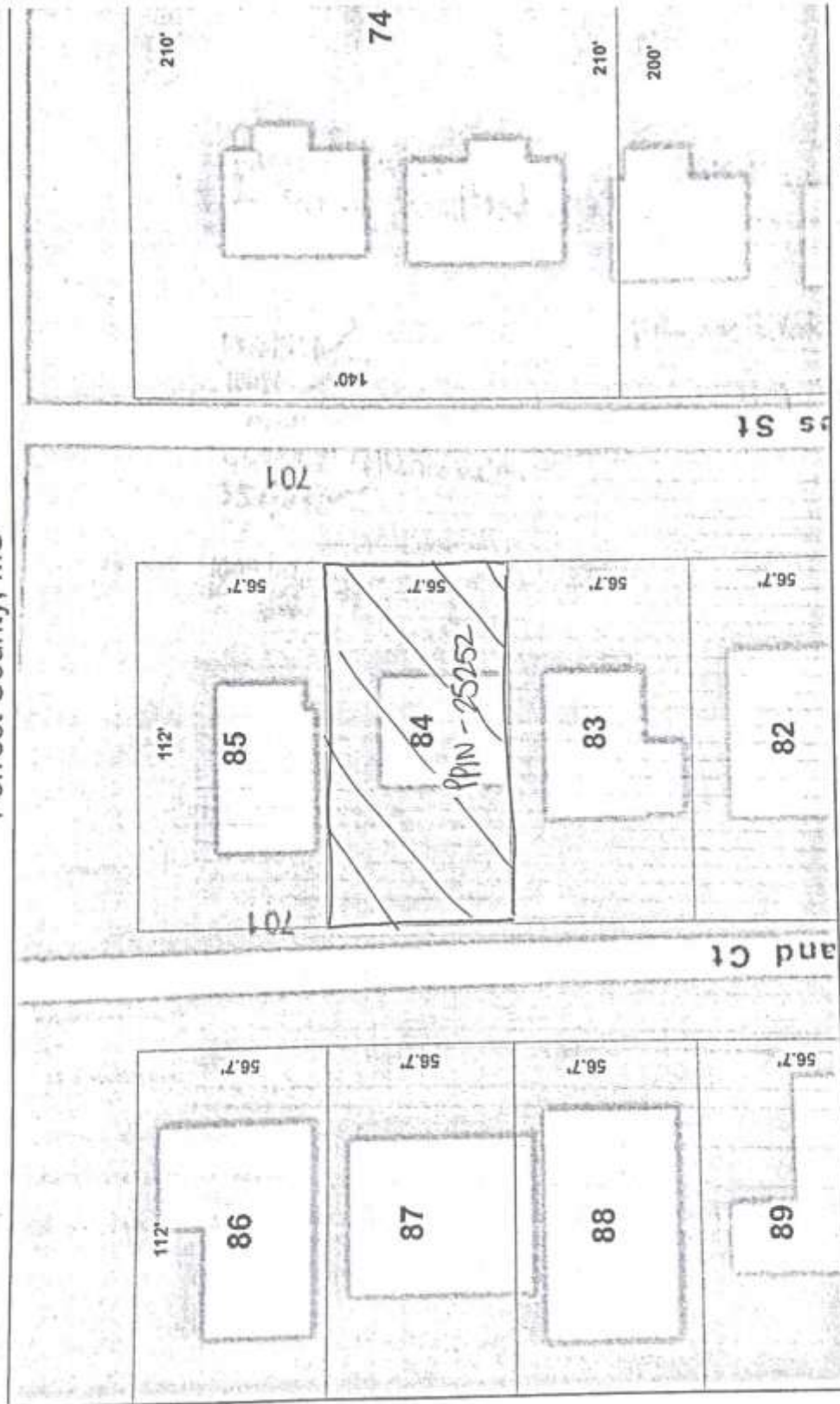
Vera C. Coleman

Ernest D. Bullock

↓

2

Forrest County, MS



10/25/2021, 11:37:58 AM

Parcels

forrest_ms_ac
forrest_ms_dim
forrest_ms_parcelno
Anno

City of Hattiesburg, East HERE, Gamm, INCREMENT P. 1



Property Link

FORREST COUNTY, MS

Current Date 3/28/2022

Tax Year 2021

Records Last Updated 3/28/2022

PROPERTY DETAIL

OWNER BULLOCK RAYMOND C ACRES : **NA**
 2414 REESE RD LAND VALUE : 6290
 COLUMBUS GA 31907-0000 IMPROVEMENTS : **NA**
 TOTAL VALUE: 6290
 ASSESSED : 944

PARCEL 2-038B-15-084.00

ADDRESS 702 WOODLAND COURT

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	61.83	61.83	0.00
CITY	50.15	50.15	0.00
SCHOOL	62.38	62.38	0.00
PENALTY & OTHER	0.87	0.87	0.00
TOTAL	175.23	175.23	0.00

LAST PAYMENT DATE 2 / 22 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LT 2 BLK 1
HOMESTEAD CODE None		PREV #110980-01-002
TAX DISTRICT 1110		WOODLAND COURT SUB
PPIN 025252		
SECTION 15		
TOWNSHIP 04N		
RANGE 13W		B 1066 P 574 08/18/2009

Book 1066

Page 574

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[View Appraisal Record](#)

Back



Property Appraisal Link

FORREST COUNTY, MS

Current Date 3/28/2022

Tax Year 2021

PARCEL 2-038B-15-084.00
PPIN 025252
OWNER NAME
OWNER ADDRESS
PROPERTY ADDRESS
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH **DATE:** 1/1/1982
CLASSIFIED BY CH **DATE:** 1/1/1982
REVIEWED BY O/S **DATE:** 9/20/2011
REALTOR CODE

APPRAISAL INQUIRY

ALT PARCEL NUMBER 239 -0980-001-002.00

SKETCH 1 [VIEW IT](#)

BULLOCK RAYMOND C

2414 REESE RD

COLUMBUS GA319070000

702 WOODLAND COURT

LEGAL DESCRIPTION

1 LT 2 BLK 1

2 PREV #:H0980-01-002

Block 001 Section 15 Township 04N Range 13W

Book 1066 Page 574 Type QCD Date 8/18/2009

Book 1011 Page 001 Type QC Date 4/17/2007

Book 799 Page 443 Type Date 8/3/1998

LOT INFORMATION

LOT CODE 0980 **LOT SIZE** 57.0 X 112 **LOT VALUE** 6290

CODE	FRONT FT	DEPTH	PRICE	DEPTH/ABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
0980	57.00	112	120.00	8	.92	1.00		110.40	6290	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 6290

LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT

LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
*** NO BUILDING INFO ***				

TOTAL PARCEL VALUE 6290



[View Tax](#)

[Back](#)

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN # 21791
Owner	Hand Marketing Group, LLC / Hattiesburg School District
Occupied / Leased	Leased
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/27/2022
Review Report Date	3/08/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Hand Marketing Group, LLC / Hattiesburg School District
Parcel No:	PPIN # 21791
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/27/2022	Report Date: 03/08/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.329 Acres
	☐ Easement	Area of Remaining Tract 0.309 Acres
	☒ Other	Area to be Acquired 0.020 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 21791 Project No. 108639-81100

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/27/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple with allocation to the leasehold and leased fee estates	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$21,500	\$19,950	\$1,550
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an improved urban tract of land located along the east side of Guy Eaton Street and the west side of Martin Luther King Avenue at its intersection. The subject property is more specifically located in part of Lot 1, Block 1 of the D.D. McInnis Third Survey of the city of Hattiesburg situated within Section 16, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID number is PPIN # 21791. Note; the subject property is part of a 16th Section Lease that was a paid-up lease with a 99-year lease term with approximately 26.2 years remaining. This equates to approximately 27% of the lease remaining. Hence; for appraisal purposes, the property will be valued in fee with 27% of the land value allocated to the leased fee interest and improvements with the remaining value or 75% going to the school board or leasehold interest. The total property consists 0.329 Acres or 14,331 sq. ft.± (0.329 x 43,560) consisting one tax parcel improved with a 1,200-sf frame residence and related site improvements. The site is triangular in shape. The subject property is currently improved with a one-story frame residence and related site improvements. The building and related improvements were considered to be removed from the proposed ROW and not adversely affected by the acquisition; hence, was not discussed in detail or valued at this time. The subject property's larger parcel consists of a total of 0.329 acres more or less or 14,331 sq. ft.± being triangular in shape as shown by the plat provided. Reportedly, the subject property has approximately 250 linear feet of frontage along both Guy Eaton Street and Martin Luther King Avenue. This frontage provided good access to the subject property as well as to Hall Avenue.	

Parcel No. PPIN # 21791

Project No. 108639-81100

Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.

As previously indicated, the subject property is an improved urban property being triangular in shape. The property enjoys access from both Guy Eaton Street and Martin Luther King Avenue. The topography of the site was level at road grade with drainage appearing to be adequate with none of the site being located within a designated flood zone. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned R-1C Single-Family Residential District by the city of Hattiesburg. This zoning allows for primarily residential uses with related educational, religious, and recreational facilities.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be its current use or residential. The highest and best use as improved was considered not applicable; however, would be the same as vacant or residential.

The acquisition area consists of 0.020 acres more or less or 1,029 sq. ft.±. The acquisition area is along the northern portion of the property. There are no site improvements located within the acquisition area.

In the after condition 0.309 acres more or less or 13,302 sq. ft.± will remain. The main improvements were not considered as they were removed from the proposed acquisition – approximately 80 linear feet or more at the closest point. The remaining access will be similar as in the before condition as will the remainder. Reportedly, the residence is already in close proximity to the railroad and the proximity from the elevated bridge will be similar as the railroad currently exists. The appraiser considered damages; however, none were found.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rationale for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. The appraiser gave an Acquisition Guide and other materials related to the subject property to a representative of the school board. The appraiser attempted to reach the lessee at the number provided; however, at the time of the appraisal report the lessee hadn't returned any phone calls. The appraisal was completed as an Appraisal Report of Land; which is the correct format as the main improvements were not valued in the before condition or after condition as they were determined not to be adversely affected by the proposed ROW. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land only" was being valued. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being for vacant land being limited. The only approach developed within the appraisal was the Sales Comparison Approach. As stated on Page 11 of the appraisal report, a jurisdictional exception is allowed to utilized only the Sales Comparison Approach when adequate data is available. The market data for the property as vacant was adequate to provide a credible assignment result. In the valuation of the subject's site identified consisting of 0.15 acres more or less or 6,351 sq. ft.±, the appraiser analyzed three (3) land sales ranging in size from 0.15 acres± to as large as 0.848 acres±. The sales ranged in price per square foot from a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft. having occurred between 04/16 and 01/22. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales all required a modest time adjustment, 5% per year, otherwise known as a Market	

Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered somewhat similar to the subject property with all three (3) sales considered.

After adjustments for the elements of comparison discussed, the adjusted range in value was between a low of \$0.57/sq. ft. to a high of \$1.65/sq. ft.. For appraisal purposes, a unit value of \$1.50/sq. ft. was adopted for the residential site in the before condition or **\$21,500 RO.**

The same sales and adjustments were utilized in the after valuation with the same unit value adopted in the after condition for the remaining lot consisting of 13,302 sq. ft. for an indicated after value of the subject's remaining lot of **\$19,950 RO.**

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$1,550.**

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from an improved tract of land whereas the appraiser concluded the main improvements were not adversely affected, the appraiser completed a total before and after value of the subject property's site. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition. The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as well as "land only" being valued.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$1,550.**

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$1,550 and is recommended as the basis for the establishment of the amount believed to be just compensation.

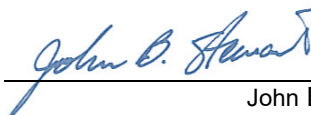
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN # 21791 (Hattiesburg School District)	\$1,130	\$0	\$0	\$1,130
PPIN # 21791 (Hand Marketing Group, LLC – Q1)	\$420	\$0	\$0	\$420
Total: One Thousand Five Hundred Fifty Dollars				

Date
3/08/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 21791

Project No. 108639-81100

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquiry about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$1,550.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 3/08/2022

Parcel No. PPIN # 21791

Project No. 108639-81100

Review Appraisal Report

**APPRAISAL REPORT
of
Land with Improvements**

Parcel Number(s)	2-038C-16-201.00 / PPIN #21791
Owner	Hand Marketing Group, LLC. / Hattiesburg Public School District
Vacant / Occupied / Leased	Leased
County	Forrest
Project Description	Hall Avenue West Project
Effective Date of the Appraisal	01/27/2022
Report Date	03/08/2022
Report Requested for	Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	Forrest County		
Owner(s):	Hattiesburg Public School District / Jeff Hand	Address:	100 Eastside Avenue
Phone:	(601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager)		Hattiesburg, MS 39402
	Jeff Hand (601-613-5333)		
Occupant(s):	Hand Marketing Group, LLC.	Address:	14 Spiers
Phone:			Hattiesburg, MS 39402

Estate Appraised:	☒ Fee	Area of Whole Tract	+/- 0.329 Acres
	☐ Easement	Area of Remaining Tract	+/- 0.309 Acres
	☒ Quit-Claim	Area to be Acquired	+/- 0.02 Acres

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	01/27/2022, 02/17/2022
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were mailed to the property in on January 27th, 2022. I walked the proposed right of way and the remainder of the property and considered the location of the new road. The subject of this report is the 16th section land leased by Hand Marketing Group, LLC. I researched the Secretary of State website and there was no active lease information found. According to the warranty deed this is a 99 year lease with approximately 26.2 years remaining on the lease. In addition, I met with Mike Ainsworth (16th Section Land Manager) on 2/17/2022. We did a similar inspection and discussed the School Board's interest. I documented this inspection with photographs found in this report. I called the phone number that I received from the city for Hand Marketing Group, LLC twice with no response. I left a message for Mr. Hand to contact me with any questions. The email from the city confirming that he did receive the right of way packet is found in the addenda.	
Contact Comments	See Above
Is the Property being Leased or Rented? ☒ Yes ☐ No	
Lessor: Hattiesburg Public School District	Lessee: Hand Marketing Group, LLC.
Terms: 99 year lease, expiring April 4, 2048	

Appraiser: (signature) (print name) (license type)	 George Null, MAI State Certified General Real Estate Appraiser, GA-679	Date: 03/08/2022
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Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. 2-038C-16-201.00 / PPIN #21791
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Property Owner: (Leased Fee) Hattiesburg Public School District (HPSD) Address: West Pine Street, Hattiesburg, MS 39403 Phone: (601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager) and (601) 620-8509 (Dr. Michael Battle)	Leasehold (Tenants) Hand Marketing Group, LLC; Address: 100 Eastside Avenue, Hattiesburg, MS 39402 Phone: 601-613-5333
--	---

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located at the intersection of Guy Eaton Street and Martin Luther King Avenue. The property is a part of Lot 1, Block 1 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi. This is a small lot improved with a residence.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple (with allocations to the leasehold and leased fee interests)	

Size of the Whole Tract (Before):	+/- 0.329 Acres
Size of the Remaining Parcel (After):	+/- 0.309 Acres
Size of the Area to be Acquired:	+/- 0.02 Acres or 1,029 square feet

Highest and Best Use Before (Whole Tract):	Residential
Highest and Best Use After (Whole Tract):	Residential

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 0.329 Acres
Highest and Best Use of the Larger Parcel(s)	Residential

Unit Value of the Land (Before)	\$1.50/sf
Unit Value of the Land and Improvements (Before)	\$1.50/sf
Unit Value of the Land (After)	\$1.50/sf
Unit Value of the Land and Improvements (After)	\$1.50/sf

Improvements:	
The site improvements on the property include a +/- 1,200 sf residence. These improvements will remain in the after condition and are unaffected by the proposed right of way.	

Total Before Value:	\$21,500
Total After Value:	\$19,950
Just Compensation:	\$1,550

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i> As stated, the lease has 26.2 years remaining on a 99 year lease or 26.5% of the initial term. This was rounded to a 27% interest in the land for the leasehold interest. The Hattiesburg Public School District retains the remaining 73% interest in the land. All improvement values were allocated to the leasehold interest. (Q1)				
Parcel No.	Land	Improvements	Damages	Total
(Q1) Hand Marketing Group, LLC.	\$420	\$0	\$0	\$420
(W) Hattiesburg Public Schools	\$1,130	\$0	\$0	\$1,130

Effective Date of the Appraisal:	01/27/2022
Date of Report:	03/08/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the overriding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 01/27/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$21,500</u>
Fair Market Value of the Remainder Property	After	<u>\$19,950</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$1,550</u>

as of 01/27/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **03/08/2022**

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were mailed to the property in on January 27th, 2022. I walked the proposed right of way and the remainder of the property and considered the location of the new road. The subject of this report is the 16th section land leased by Hand Marketing Group, LLC. I researched the Secretary of State website and there was no active lease information found. According to the warranty deed this is a 99 year lease with approximately 26.2 years remaining on the lease. In addition, I met with Mike Ainsworth (16th Section Land Manager) on 2/17/2022. We did a similar inspection and discussed the School Board’s interest. I documented this inspection with photographs found in this report.

I called the phone number that I received from the city twice with no response. I left a message for Mr. Hand to contact me with any questions. The email from the city confirming that he did receive the right of way packet is found in the addenda.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple. It should be noted that the property is subject to a long term ground lease to Hand Marketing Group, LLC. A Quitclaim (Q) for Hand Marketing Group, LLC deed is being valued in this report.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the east side of Guy Eaton Street and the west side of Martin Luther King Avenue at its intersection, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older residential and commercial properties.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along the east side of Guy Eaton Street and the west side of Martin Luther King Avenue at its intersection. Martin Luther King Avenue is to the east and connects with Hall Avenue. The Norfolk Southern railway abuts to the east side of the property. The traffic counts for Hall Avenue is 5,900, and 1,600 for Martin Luther King Avenue. The surrounding uses are predominantly commercial and residential.					
The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.					
Neighborhood Zoning	☒ Res.	☐ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Residential land

Legal Description of the Total Ownership: +/- 0.329 Acres or +/- 14,331 sf effecting one tax parcel (PPIN#'s 21791) located in part of Lot 1, Block 1 of the D.D. McInnis Third Survey of the City of Hattiesburg in Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

Location: The subject property is located along the east side of Guy Eaton Street and the west side of Martin Luther King Avenue at its intersection in Hattiesburg, Forrest County, Mississippi. Hall Avenue is a busy corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is triangular in shape with access along both Guy Eaton Street and Martin Luther King Avenue. The property contains approximately +/- 0.329 acres and is contained in one tax parcel. The dimensions are roughly 250' x 115' x 250' in a triangular shape.

Frontage/Access: The subject property has +/- 231.5' of frontage along Guy Eaton Street along its western border and +/- 255.66' of frontage along Martin Luther King Avenue along its eastern border. This public paved road provides good access to Hall Avenue.

Topography: The subject property is a fairly level lot and is not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



Hall Ave. West Project



February 9, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

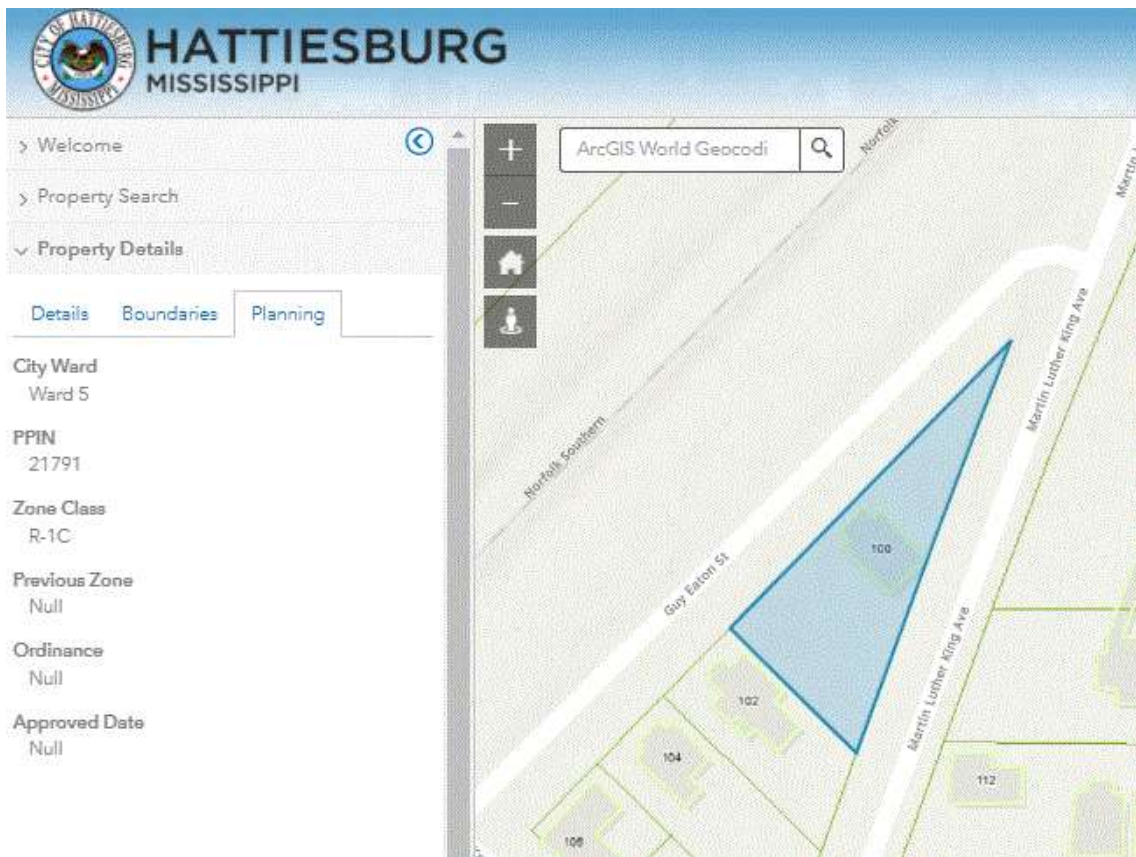
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or completeness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned R1-C, Single Family Residential District by the City of Hattiesburg. This zoning allows for primarily residential uses. Please see the addend of this report for the full zoning ordinances.



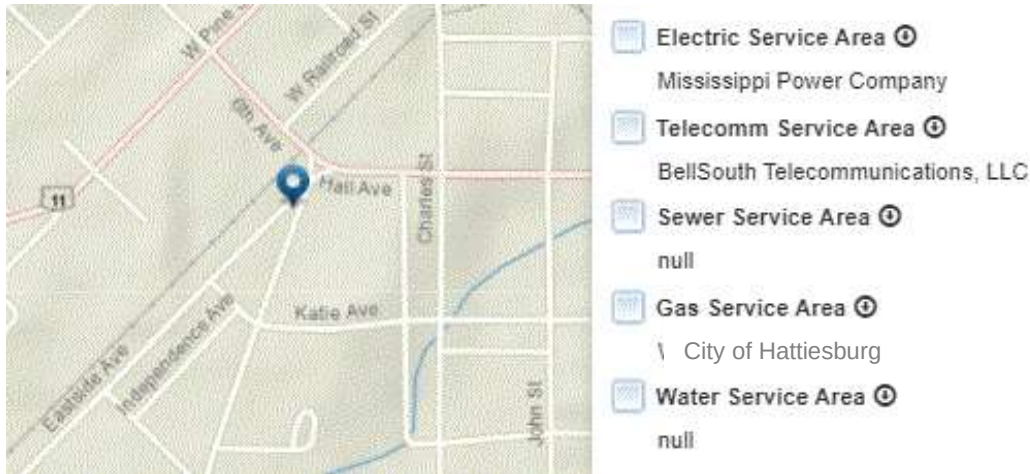
4.5.5 R-1C Single-Family Residential District	
Description and Purpose.	Characteristic Development Type
The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10

Site Improvements: There are no improvements located within the proposed right of way, other than utilities.

Adjacent Land Uses: A church, railroad corridor, residential uses

Easements/Encumbrances: None

Utilities:



Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
The subject is located in an older residential area of Hattiesburg. These residential uses were built between 1930-1980. The building located on the subject property was built in 1950, according to the Forrest County Tax Assessor's website.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.02 acres or +/-1,029 sf contained on PPIN# 21791. The acquisition encompasses a small portion of the northern portion of the parcel.

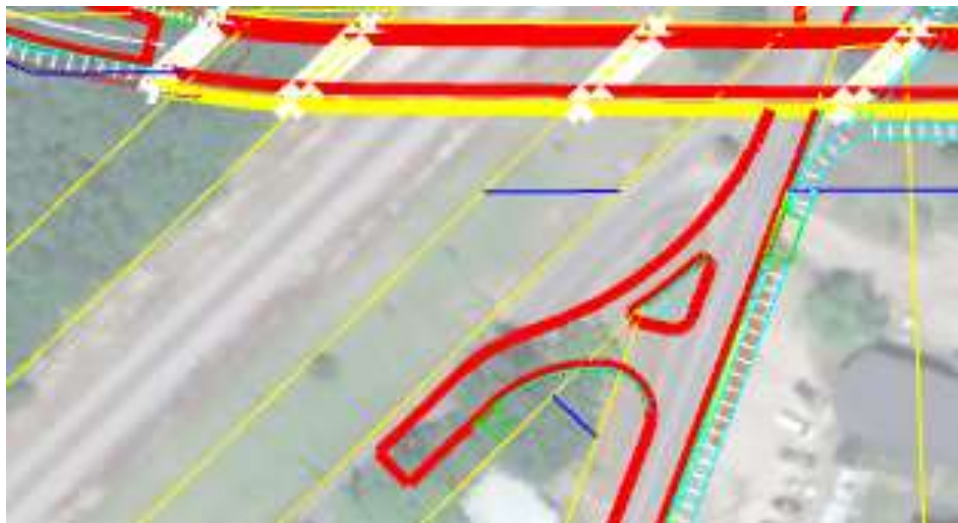
Dimensions/Area/Shape: The fee simple acquisition area contains a +/- 0.02 acres or +/- 1,029 sf area contained in one triangular shaped parcel. The dimensions of the acquisition area are roughly 31.4' x 73.11' x 66.11'.

Site Improvements: There are no site improvements being affected by the proposed right of way. All unaffected improvements will remain the same in the after condition.



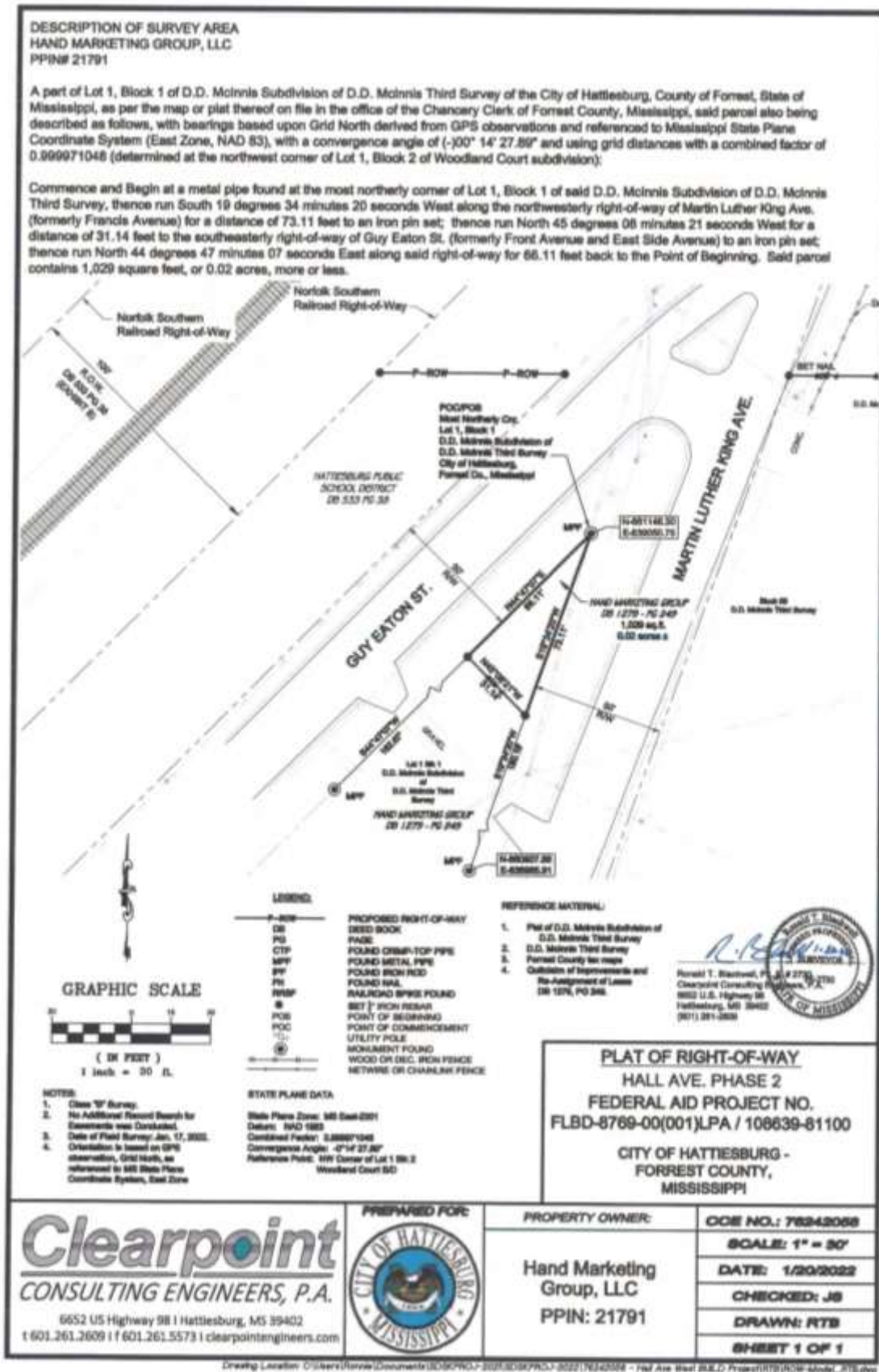
A photo of the property is shown above.

Rights to be Acquired for Each Parcel: Fee Simple



View of the proposed right of way project.

SURVEY



Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel and subject property of this report will have +/- 0.309 acres remaining.

Frontage/Access: The property will retain approximately 165 feet of frontage along Guy Eaton Road with an additional +/- 182.55 feet of frontage along Martin Luther King Avenue.



Topography: Same as in before condition.

Flood Plain and Drainage Data: Same as in before condition.

Use Restrictions: Same as in before condition.

Off-Site Public Improvements: Same as in before condition.

Easements/Encumbrances: Same as in before condition.

Utilities: Same as in before condition.

Comments:	Include additional narrative, as needed.
There will be an elevated bridge with a clear height of approximately 19 feet constructed in the proposed right of way. The proposed right of way will be at about 80 feet or more from the house at its closest point. This will carry traffic from Hall Avenue over the existing railroad. Since the improvement is already at a similar proximity to the railroad, the proposed right of way was not considered to have a negative impact to the value of the property.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.329 acres of land. The improvement on the property was not affected and not valued in this report.

Items of Personal Property Not Appraised

None.



View of the subject property and the proposed right of way acquisition area identified with the arrow.



View of the northern property corner of the subject property and the proposed acquisition area.



View of the utility related structures located in the proposed acquisition area.



Additional view of the proposed acquisition area.



Additional view of the proposed right of way area. Any utility relocation will be handled by the city as a part of the construction project.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Tax Assessor's website, the tract is triangular in shape and contains a total of +/- 0.329 acres, more or less. The subject is owned by the Hattiesburg Public School District and is subject to a long term lease to Hand Marketing Group, LLC. Due to the difference in ownership, the +/- 0.329 acres was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The +/- 0.329 acres was similar in use, ownership and continuity and considered the larger parcel of this appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Physically possible: The site has access to both Guy Eaton Street and Martin Luther King Avenue and is physically large enough for a wide variety of uses. The +/- 0.329 acre site is not physically limited by its size, and most commercial, retail or business related uses would be physically possible on the site. Legally permissible: The site is zoned R1-C by the City of Hattiesburg. This zoning district is intended for residential uses. Financially feasible: The site is located in Hattiesburg and is legally restricted to R1-C zoning class. This area along Guy Eaton Street and Martin Luther King Avenue is mostly older residential uses. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 0.329 acres. The property has a physical access point off of both Guy Eaton Street and Martin Luther King Avenue and is in an area of both residential and commercial uses. The property is zoned R1-C, Single Family Residential District. For this reason, the highest and best use as vacant is the current use or as a residential lot. <u>Highest and Best Use As Improved:</u> Not Applicable	

HIGHEST AND BEST USE IN THE AFTER CONDITION

Following the acquisition, the improvements will remain on the larger parcel. Therefore, the highest and best use in the after condition is the same as a commercial use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
03/27/2013	Robert & Willene B. Carson	Hand Marketing Group, LLC	N/A	1149 / 321	QD
03/27/2013	Hand Marketing Group, LLC	Citizens Bank	N/A	1891 / 752	D
Explanation: There have been no transfers in ownership in the last five years. However, for reference the most recent conveyance was listed.					

Tax Information			
Tax Parcel I.D. Number	PPIN # 21791	True Value – Land	\$12,140
Millage Rate		True Value – Improvements	\$20,440
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

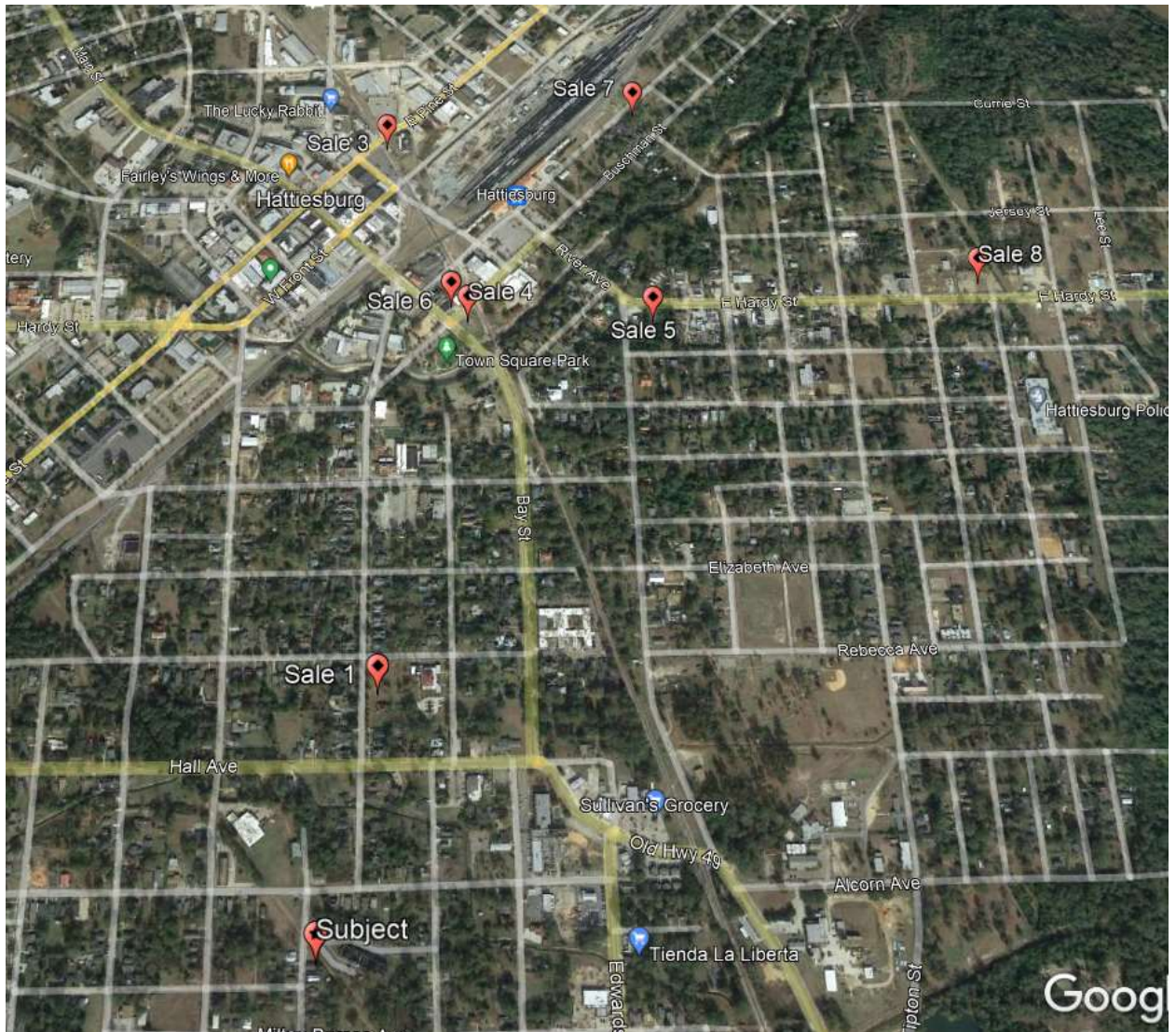
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an improved residential property. The building is dated, and not affected by the acquisition. Thus, the Cost and Income approaches were not utilized. The value of the property is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the lot, with a valuation of the improvements following.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value

☐ Complete Take
☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	L-1	Comp Sale #	L-2	Comp Sale #	L-7
Location		Walnut Street		North 24th Avenue		New man Street	
Sales Price			\$20,000		\$22,000		\$3,750
Price Per Lot			\$20,000.00		\$22,000.00		\$3,750.00
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Financing	Typical						
Adjusted Price			\$20,000.00		\$22,000.00		\$3,750.00
Condition of Sale	Arms-Length						
Adjusted Price / SF			\$1.27		\$0.60		\$0.57
Market Conditions	Date of Sale	4/7/16	30%	4/7/17	25%	1/19/22	0%
Adjusted Price / SF			\$1.65		\$0.15		\$0.57
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	0.329 ac lot	0.362	\$0.00	0.848	\$0.00	0.150	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	R1-C	R1-A	\$0.00	R1-A	\$0.00	R1-C	\$0.00
Net Adjustment		(+/-)	\$0.38	(+/-)	\$0.15	(+/-)	\$0.00
		Net %	30.00%	Net %	25.00%	Net %	0.00%
		Gross %	30.00%	Gross %	25.00%	Gross %	0.00%
Adjusted Sales Price			\$1.65		\$0.75		\$0.57

Adopted Unit Value, Before (Land Only): \$1.50/sf

Size	Unit of Measure	Rate		
14,331 sf	Sq. Ft. @	\$1.50	Per SF	\$21,497
Add (Timber, minor site improvements, other - See Attached):				\$0
Total Before Value (Land Only):				\$21,497
r/o				\$21,500

Sales Comparison Approach – (Land) – After Value

☐ Complete Take

☒ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$1.50

Size	Unit of Measure	Rate	
13302.000	Sq. Ft. @	\$1.50	\$19,953
Less Cost to Cure (fencing):			
Less Easements (See Attached):			
Less Other (See Attached):			
Total After Value (Land Only):			
R/O			
Difference in Before and After:			

Parcel No. PPIN# 21791

Project No. 108639-81100

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2016 to 2022. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: The subject is a level, residential lot that does not have any physical deficiencies. The sales were all considered similar in topography.

Zoning: The subject is zoned R1-C, Single Family Residential District. All of the sales had residential zoning. The highest and best use was residential. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$0.57 to \$1.65 per square foot. Lot sale #3 was considered the most similar overall, due to it being recent and similar in size. Overall, considering the other adjusted values and the amount of frontage, a value of \$1.50 per square foot was adopted for the subject property. This per square foot value was used for land value allocation after the acquisition.

After Value - Reconciliation

Following the acquisition, there will be +/- 0.309 acres or +/- 13,302 square feet remaining on the Hand Marketing Group, LLC property, that is the subject of this report.

The total after value of the property following the right of way acquisition was concluded to be \$19,950.

Allocation Explanation:

As stated, Hand Marketing Group, LLC has 26.2 years remaining on a 99 year lease or 26.5% of the initial term. This was rounded to a 27% interest in the land for the leasehold interest or \$418.50, rounded to \$420. The Hattiesburg Public School District retains the remaining 73% interest in the land or \$1,131.50, rounded to \$1,130 of the total \$1,550 in just compensation.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$21,500	\$19,950	\$1,550
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their size and location. The sales were inspected, verified, and compared to the subject property. In the before condition, the +/- 0.329 acre lot has more frontage than the comparables. For this reason, a value at the upper end of the range was adopted. Therefore, the before land value was concluded to have a value of \$21,500. In the after condition, site was concluded to have an after value of \$19,950. Thus, just compensation due to the owner is \$1,550.	

The difference between the Fair Market Value of the whole tract and the remainder is \$1,550 as of 01/27/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest									Sq. Ft.
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
(W) 21791	1029.000	Sq. Ft.	Res.	\$1,130					\$1,130
									\$0
									\$0
									\$0
									\$0
Totals	1029.000	Sq. Ft.		\$1,130		\$0		\$0	\$1,130

Easements (Permanent / Temporary)									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold									
Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
Q1-21791	1029.000	Sq. Ft.	Res	\$420					\$420
									\$0
									\$0
									\$0
									\$0
Totals	1029.000	Sq. Ft.		\$420		\$0		\$0	\$420

Total of all Interests									\$1,550
------------------------	--	--	--	--	--	--	--	--	---------

Q1= The quitclaim interest for the Hand Marketing Group, LLC.

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- USPAP 2020-2021, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Additional Photographs



View of the proposed right of way area.



Additional view of the proposed right of way area.

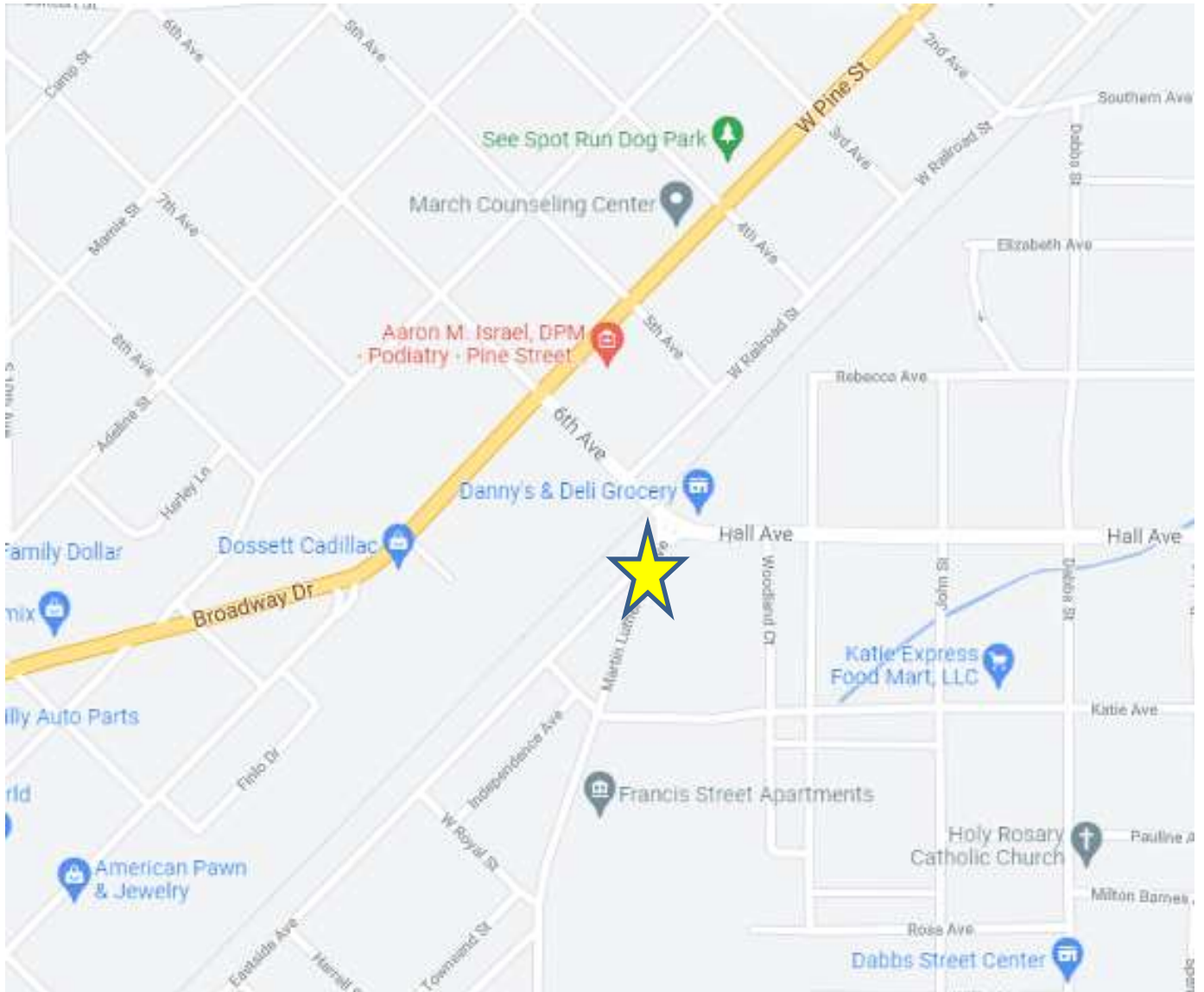


Additional view of the proposed right of way area.



Additional view of the proposed right of way area.

Location Map



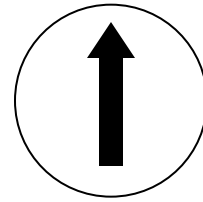
Sketch of Property¹⁷

AREAS

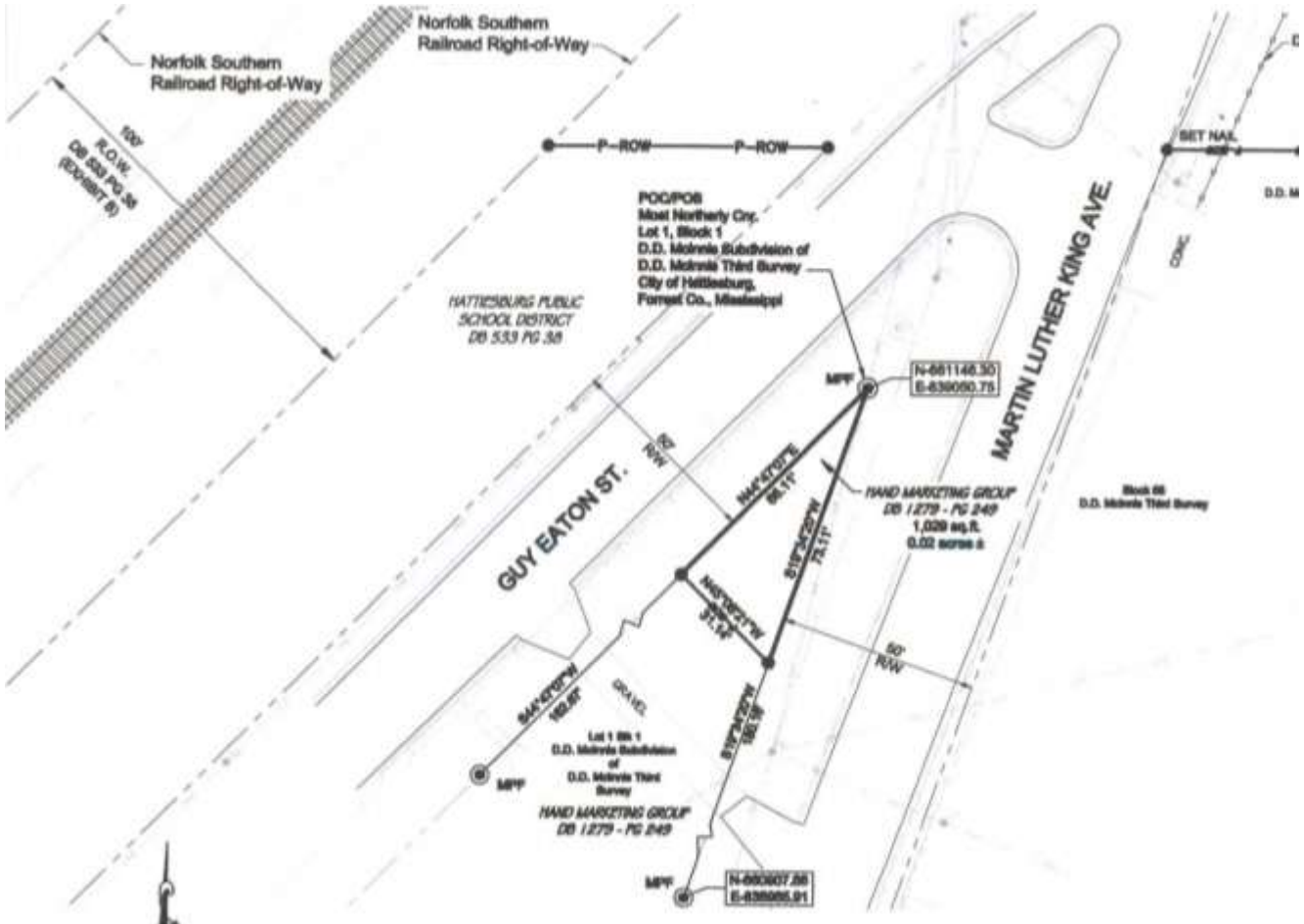
Area of Whole Tract - Before: 0.329 Acres

Area of Remaining Tract - After: 0.309 Acres

Area to be Acquired: 0.02 Acres



Directions North



¹⁷ **Sketch Must Show:** (*Note: It is not required that the sketch be drawn to scale*)

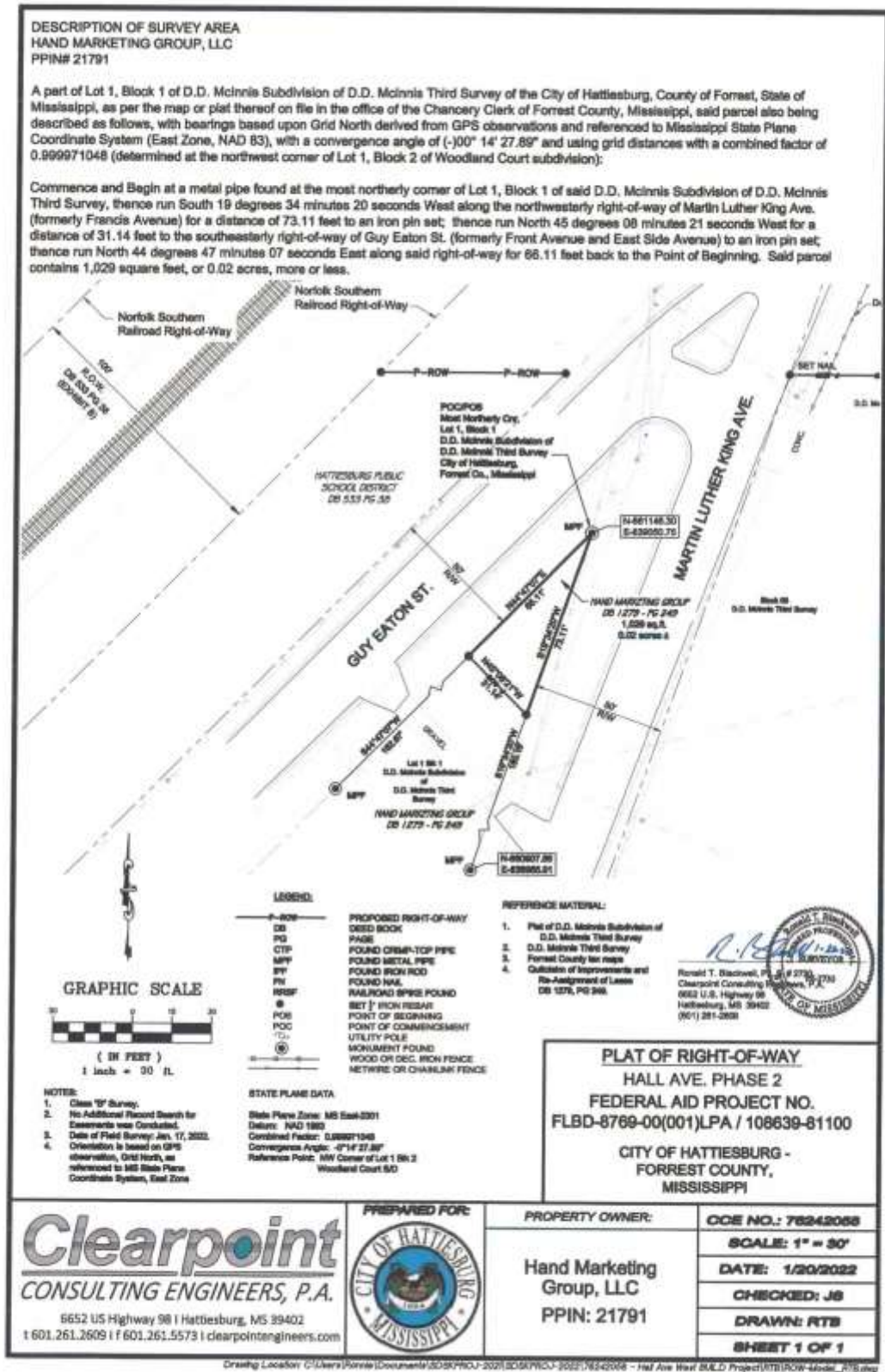
1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.



DESCRIPTION OF SURVEY AREA

HAND MARKETING GROUP, LLC

PPIN# 21791

A part of Lot 1, Block 1 of D.D. McInnis Subdivision of D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 27.89" and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence and Begin at a metal pipe found at the most northerly corner of Lot 1, Block 1 of said D.D. McInnis Subdivision of D.D. McInnis Third Survey, thence run South 19 degrees 34 minutes 20 seconds West along the northwesterly right-of-way of Martin Luther King Ave. (formerly Francis Avenue) for a distance of 73.11 feet to an iron pin set; thence run North 45 degrees 08 minutes 21 seconds West for a distance of 31.14 feet to the southeasterly right-of-way of Guy Eaton St. (formerly Front Avenue and East Side Avenue) to an iron pin set; thence run North 44 degrees 47 minutes 07 seconds East along said right-of-way for 66.11 feet back to the Point of Beginning. Said parcel contains 1,029 square feet, or 0.02 acres, more or less.

Legal Description(s)
(attached)

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

SPECIAL WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 1,
Block 1 of D.D. McInnis Subdivision of
D.D. McInnis Third Survey of the City
of Hattiesburg, County of Forrest,
State of Mississippi

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, BOARD OF TRUSTEES OF HATTIESBURG PUBIC SCHOOL DISTRICT, hereby sell, convey and specially warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

A part of Lot 1, Block 1 of D.D. McInnis Subdivision of D.D. McInnis Third Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 27.89" and using grid distances with a combined factor of 0.999971048 (determined at the northwest corner of Lot 1, Block 2 of Woodland Court subdivision):

Commence and Begin at a metal pipe found at the most northerly corner of Lot 1, Block 1 of said D.D. McInnis Subdivision of D.D. McInnis Third Survey, thence run South 19 degrees 34 minutes 20 seconds West along the northwesterly right-of-way of Martin Luther King Ave. (formerly Francis Avenue) for a distance of 73.11 feet to an iron pin set; thence run North 45 degrees 08 minutes 21 seconds West for a distance of 31.14 feet to the southeasterly right-of-way of Guy Eaton St. (formerly Front Avenue and East Side Avenue) to an iron pin set; thence run North 44 degrees 47 minutes 07 seconds East along said right-of-way for 66.11 feet back to the Point of Beginning. Said parcel contains 1,029 square feet, or 0.02 acres, more or less.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water

Initial _____, _____, _____
Hattiesburg Public School District
PARCEL 21791

damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

This conveyance is pursuant to Resolution of the Hattiesburg School Board adopted January __, 2022 in accordance with Section 37-7-471, et. seq., Mississippi Code of 1972.

Witness our signatures this the __ day of __, A.D. 2022.

BOARD OF TRUSTEES OF HATTIESBURG
PUBLIC SCHOOL DISTRICT

By: _____
BOARD PRESIDENT

By: _____
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the __ day of __, 2022.

FORREST COUNTY BOARD OF
SUPERVISORS

Initial __, __, __
Hattiesburg Public School District
PARCEL 21791

By: _____

BOARD PRESIDENT

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the ____ day of _____, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the ____ day of _____, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of

Initial _____, _____, _____
Hattiesburg Public School District
PARCEL 21791

Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the ____ day of _____, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.

My Commission Expires:

NOTARY PUBLIC

Initial _____, _____, _____
Hattiesburg Public School District
PARCEL 21791



Initial _____ Hattiesburg Public School District
PARCEL 21791

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE, JR.
JOHN B. HOWELL, III

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

January 6, 2022

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044

Mr. Lamar Rutland
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: Title examination and opinion relating to Tax Parcel 2-038C-16-201.00 (PPIN 21791), the property owned by HAND MARKETING GROUP, LLC, located in Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request that we examine title to the property hereinabove generally identified and hereinafter more particularly described and furnish you with our opinion relative to the status thereof, please be advised that we have made a careful and diligent search of the public records, properly indexed, of Forrest County, Mississippi, for a period of more than thirty-one (31) years prior to the date and time hereafter set forth as the same pertain to and affect the real property lying, being situated in Forrest County, Mississippi, more particularly described as follows, to wit:

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART
HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS
AND FIGURES HEREIN.**

From said examination, assuming that all instruments affecting title to said real property have been properly indexed on the Sectional Index of said County, we find the record title to the surface of the real property to be in the form of the unexpired portion of a Sixteenth Section Leasehold Interest vested in **HAND MARKETING GROUP, LLC**, subject to the following exceptions:

1. The subject property is encumbered by the following Deed of Trust:

DATE: 3/27/2013
GRANTOR: Hand Marketing Group, LLC
BENEFICIARY: Citizens Bank
AMOUNT: \$26,395.00
BOOK/PAGE: 1891/752

DATE: 4/27/2018
GRANTOR: Hand Marketing Group, LLC
BENEFICIARY: Citizens Bank
AMOUNT: \$23,070.05
BOOK/PAGE: 2175/482

2. County and state ad valorem taxes for the years 2018, 2019 have been paid. There is also a current liability for 2020 which have NOT been paid and 2021 taxes which constitutes a lien on the subject property which will be due on January 1, 2022, and which will not be in default until on or after February 1, 2022.

<u>2020</u>	<u>2021</u>
PPIN: 21791	PPIN: 21791
Amount: Sold to	Amount: \$902.68
Artemis Taylor, LLC	
*Not Redeemed	

3. Subject to any and all covenants and restrictions of record.
4. Subject to any and all easements of record and of use affecting the property.
5. Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.
6. Subject to any environmental condition existing upon the subject property, which would cause said property to be in violation of any State and/or Federal Environmental Protection Act. This certificate does not express an opinion as to any environmental condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.
7. Rights or claims of parties in possession not shown by public records.
8. Subject to any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Subject to riparian and other rights created if subject property is bordered by or fronts water.
10. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed.
11. Subject to any and all entities in the chain of title having been validly formed and being in good standing under the laws in the state in which they were formed, including any allegations of forged or fraudulent contract, deed or other instruments affecting title or whether or not documents in the chain of title were executed to or from a party of sound and disposing mind or a nonexistent corporation, person or entity, or whether or not a person signing for or on behalf of a corporation,

unincorporated association, or another person in a representative capacity was duly authorized to execute any documents in the chain of title in such capacity.

12. Subject to consequences of any allegations or determination that the lease under which title is being claimed is in violation of Article 4, Section 95 of the Mississippi Constitution of 1890, or that the statutory procedure as set forth by the legislature was not followed at the time the lease was executed.

This opinion does not in any manner constitute a guarantee of title to the hereinabove described lands, but is merely the opinion of this office with respect to the title to the property as reflected by the records and instruments which are properly noted in the Sectional Index, and does not extend to problems of adverse possession, errors in survey, or facts which are not shown of record in the Forrest County Courthouse.

This opinion and certificate does not cover the status of the zoning of the subject property under the zoning ordinances of Forrest County, Mississippi, and is subject to any other land use restrictions of applicable governmental units. This opinion does not extend to or determine whether the subject real property lies within a flood hazard zone.

This opinion does not cover any state of facts which would be revealed by an accurate survey or by a physical inspection of the subject real property, including, but not limited to, encroachments, variation in area or in measurements, boundary line disputes, roadways, and matter not of record, including lack of access.

This opinion is addressed to **City of Hattiesburg**, and the liability of the undersigned attorney extends only to the said **City of Hattiesburg**. The title research that is contained within this title opinion certificate is intended for the exclusive use of the party to whom it is addressed. The liability of the undersigned firm extends only to the addressee hereof and said liability terminates if this title opinion is used as an update for any other opinion, title insurance commitment or policy.

This opinion does not cover any state of facts affecting the record title to the subject real property subsequent and after **November 24, 2021 at 8:00 o'clock a.m.**, which date shall be deemed to be, and is, the date and time of this opinion and certificate.

Please be advised that, subject to the above date and time of this opinion and subject to the above-recited exceptions, **HAND MARKETING GROUP, LLC**, is the record owner of the unexpired portion of a Sixteenth Section Leasehold Interest in and to the subject property.

Any unauthorized duplications or reproductions of this certificate shall render this certificate void and relieve the undersigned from any and all liability hereunder. Further, this certificate may not be relied upon by any person or firm other than the above named addressee for any purpose whatsoever without the prior written consent of the undersigned. Subsequent reliance contrary hereto shall render this certificate void and relieve the undersigned of any liability hereunder.

Sincerely yours,

JACKSON, TULLOS, ROGERS & MORGAN, PLLC

A handwritten signature in dark ink, appearing to be 'JT' or 'JRT', written in a cursive, stylized font.

Joseph R. Tullos

JRT/mmr

EXHIBIT "A"

Tax Parcel 2-038C-16-201.00 (PPIN 21791)

A part of Lot 1, Block 1 of D. D. McINNIS SUBDIVISION of D. D. McINNIS 3RD SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Begin at the most northerly corner of said Lot 1, Block 1, being the point of intersection of the southeasterly margin of Front Avenue (East Side Avenue) and the Northwesterly margin of Francis Avenue and run Southwesterly along said margin of Francis Avenue for a distance of 253.26 feet; thence run Northwesterly for a distance of 107.9 feet to a point on the Southeast margin of Front Avenue (East Side Avenue), said point being 2.7 feet Northeasterly from the Southwest Corner of said Lot 1, Block 1, as measured along the said Southeasterly margin of Front Avenue (East Side Avenue); thence run Northwesterly along said margin of Front Avenue (East Side Avenue) for a distance of 228.8 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-6228

PPIN:	21791
PARCEL_ID:	2-0380-16-201.00
OWNERNAME:	HAND MARKETING GROUP LLC
ADDRESS1:	14 SPEARS DRIVE
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394020000
SECTION:	16
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LT 1 LESS SW 2.7FT BLK 1 PREV #H0632-01-001
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_VAL:	0
CULT_VAL1:	12140
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	12140
IMP_VAL1:	20440
IMP_VAL2:	0
TOTALVALUE:	32580
EXEMPT_COD:	0
BOOKYEAR:	
DEED_BOOK:	1279
DEED_PAGE:	0249
DEED_DATE:	1525392000000
STREET_ADDR:	100 EASTSIDE AVENUE

100 Eastside Ave.

TO: MS Valley Title Insurance Company & Jackson, Tullos & Rogers, PLLC

TITLE REPORT

BUYER: _____ COUNTY: Forrest
SELLER: Hand Marketing Group LLC
INDEXED: Lt 1 less. S.W. 2.74 Blk 1 McJannet 3rd
ACCESS: Yes ☒ No _____ PPIN: 21791

LIENS

DEEDS OF TRUST:
FROM: Hand Marketing Group LLC TO: R. Andrew Foxworth TRUSTEE
Citizens Bank BENEFICIARY
DATED: 3/27/13 IN BOOK 1891 AT PAGE 752 SECURING \$ 74,395.00 PAGE 1080293
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
FROM: Hand Marketing Group LLC TO: R. Andrew Foxworth TRUSTEE
Citizens Bank BENEFICIARY
DATED: 4/27/18 IN BOOK 275 AT PAGE 482 SECURING \$ 23,070.05 PAGE 1081813
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
FROM: _____ TO: _____ TRUSTEE
BENEFICIARY
DATED: _____ IN BOOK _____ AT PAGE _____ SECURING \$ _____ LOAN# _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____
ASSIGNED TO: _____ ON _____ BOOK _____ PAGE _____

JUDGMENTS: ☒

LIS PENDENS: ☒

FEDERAL TAX LIENS: ☒

CONSTRUCTION LIENS: ☒

HOME OWNERS ASSOCIATION LIEN: ☒

STATE TAX LIEN (go to tax.dor.ms.gov): Robert Carson printout...

TITLE VESTED IN: Hand Marketing Group, LLC (12/19/21)

ABSTRACT: \$ 200.00
COPIES: \$ 4.75
TOTAL DUE: \$ 204.75

EFFECTIVE DATE: 11/24/21
TIME: 8:00 AM

* Commercial *

11/26/21, 10:53 AM

Mississippi Department of Revenue - TAP

< Home

Lien Search Results

Search Criteria

First Name: ROBERT

Last Name: CARSON

Middle Initial

Taxpayer City:

Taxpayer County:

Lien ID	Name	Address	Taxpayer County	Lien County	Enrolled	Renrolled	Partial Release	Satisfied	Export
51930880	ROBERT CARSON	4026 COUNTY ROAD 47 VA CARROLL		WASHINGTON	23-Feb-2010	22-Nov-2021			
51981471	ROBERT CARSON	4026 COUNTY ROAD 47 VA CARROLL		WASHINGTON	27-Jan-2011	22-Nov-2021			
51981472	ROBERT CARSON	4026 COUNTY ROAD 47 VA CARROLL		WASHINGTON	27-Jan-2011	22-Nov-2021			
85839	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		FORREST	07-Dec-2012	01-Jan-2015		24-Oct-2016	
52257414	ROBERT CARSON	4026 COUNTY ROAD 47 VA CARROLL		WASHINGTON	27-Jan-2011	22-Nov-2021			
51981473	ROBERT CARSON	4026 COUNTY ROAD 47 VA CARROLL		WASHINGTON	27-Jan-2011	22-Nov-2021			
437979	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-May-2015			18-Sep-2019	
638554	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-Nov-2015			13-Feb-2017	
638555	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-Nov-2015			19-Jan-2018	
738129	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	22-Feb-2016			04-Nov-2019	
827235	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-Oct-2016			17-Dec-2019	
905937	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-Nov-2018			31-Dec-2019	
919704	ROBERT CARSON	885 AUBURN DR BILOXI MT HARRISON		MS	20-Jun-2018			28-Jun-2018	

https://tap.dor.ms.gov/_/#4

1/2

11/26/21, 10:53 AM

Mississippi Department of Revenue - TAP

Lien ID	Name	Address	Taxpayer County	Lien County	Enrolled	Renrolled	Partial Release	Satisfied
919705	ROBERT CARSON	885 AUBURN DR BILOXI MI HARRISON		MS	20-Jun-2018			12-Jul-2018
919706	ROBERT CARSON	885 AUBURN DR BILOXI MI HARRISON		MS	20-Jun-2018			28-Jun-2018
919707	ROBERT CARSON	885 AUBURN DR BILOXI MI HARRISON		MS	20-Jun-2018			12-Jul-2018
933166	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-Sep-2017			23-Dec-2019
1109738	ROBERT CARSON	90 WYATT ELLIS RD HATTIE FORREST		MS	20-Nov-2019			21-Jan-2020

Back

Regular system updates occur on Sundays. There may be intermittent downtime for 10-15 minutes during these updates.

Mississippi Department of Revenue | Help | Security | Contact Us

https://tap.dor.ms.gov/_/#4

2/2

100 Eastside Ave.

TAX INFO

Forrest

TAX YEAR

COUNTY PARCEL # 2-038C-16-201.00

PPIN# 21791

2018 - ☒ PAID ☐ UNPAID

REDEEM \$ TO

2019 - ☒ PAID ☐ UNPAID

REDEEM \$ TO

2020 - ☐ PAID ☒ UNPAID

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☒ NO

IMPROVED PROPERTY: ☒ YES or ☐ NO

ASSESSED VALUE \$ 4887.00

2021 - \$902.68 due now

ESTIMATED TAXES BASED ON LOAN AMOUNT (OR SALES PRICE)

OF \$ IS \$

TAX YEAR

COUNTY PARCEL #

PPIN#

2016 - ☐ PAID ☐ UNPAID

REDEEM \$ TO

2017 - ☐ PAID ☐ UNPAID

REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☐ NO

2018 - ☐ PAID ☐ UNPAID

IMPROVED PROPERTY: ☐ YES or ☐ NO

\$

ASSESSED VALUE \$

TAX YEAR

COUNTY PARCEL #

PPIN#

2016 - ☐ PAID ☐ UNPAID

REDEEM \$ TO

2017 - ☐ PAID ☐ UNPAID

REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☐ NO

2018 - ☐ PAID ☐ UNPAID

IMPROVED PROPERTY: ☐ YES or ☐ NO

\$

ASSESSED VALUE \$

ESTIMATED TAXES BASED ON LOAN AMOUNT (OR SALES PRICE)

OF \$ IS \$

TAX YEAR

COUNTY PARCEL #

PPIN#

2016 - ☐ PAID ☐ UNPAID

REDEEM \$ TO

2017 - ☐ PAID ☐ UNPAID

REDEEM \$ TO

HOMESTEAD EXEMPTION: ☐ YES Reg / Spec. ☐ NO

2018 - ☐ PAID ☐ UNPAID

IMPROVED PROPERTY: ☐ YES or ☐ NO

\$

ASSESSED VALUE \$

SPECIAL INSTRUCTIONS/SUBJECT TO:

WITNESS MY SIGNATURE THIS

24th

Nov.

21

8:00 PM

LRMLRCIQ INQUIRY LANDROLL RECEIPT AND COLLECTION INQUIRY LRWLRCI4/M5
Name HAND MARKETING GROUP LLC Parcel 2-038C-16-201.00
PPIN 21791 Yr 2019 New Parcel 230 -0632-001-001.00
Brief LT 1 LESS SW 2.7FT BLK 1 MCO *** MAILING LIST *** 16 04N 13W
Legal PREV #:H0632-01-001
Sold 8/26/2019 to State Redeemed by HAND MARKETI
Sold 8/31/2020 to State Redeemed by BARABRA RAND

Original Amount Due 871.16

Balance Due (before Penalty) 871.16 Total Amount Paid 0.00
(Penalty accrues at the legal rate on outstanding balance after Feb. 1st)

F3-NEXT PARCEL F4-DETAIL F5-PAID BY INFO F6-PAYMENTS F7-PRINT F24-EXIT
F3 for next record, Page-Up for previous

LRMLRCIQ INQUIRY LANDROLL RECEIPT AND COLLECTION INQUIRY LRWLRCI4/M5
Name HAND MARKETING GROUP LLC Parcel 2-038C-16-201.00
PPIN 21791 Yr 2018 New Parcel 230 -0632-001-001.00
Brief LT 1 LESS SW 2.7FT BLK 1 MCO *** MAILING LIST *** 16 04N 13W
Legal PREV #:H0632-01-001
Not Sold 8/28/2017 Reason: SOLD TO STATE-2015Redeemed by CITIZENS B
Sold 8/26/2019 to State Redeemed by HAND MARKETI

Original Amount Due 874.22

Balance Due (before Penalty) 874.22 Total Amount Paid 0.00
(Penalty accrues at the legal rate on outstanding balance after Feb. 1st)

F3-NEXT PARCEL F4-DETAIL F5-PAID BY INFO F6-PAYMENTS F7-PRINT F24-EXIT
F3 for next record, Page-Up for previous

LRMLRCIQ INQUIRY LANDROLL RECEIPT AND COLLECTION INQUIRY LRWLRCI4/M5
 Name HAND MARKETING GROUP LLC Parcel 2-038C-16-201.00
 PPIN 21791 Yr 2020 New Parcel 230 -0632-001-001.00
 Brief LT 1 LESS SW 2.7FT BLK 1 MCO *** MAILING LIST *** 16 04N 13W
 Legal PREV #:H0632-01-001
 Sold 8/26/2019 to State Redeemed by HAND MARKETI
 Sold 8/31/2020 to State Redeemed by BARABRA RAND
 Sold 8/30/2021 to ARTEMIS TAYLOR LLC Not Redeemed
 Original Amount Due 882.88
 LANDSALE 8 30 2021 882.88 Additional Penalty Paid 59.90

Balance Due (before Penalty) 0.00 Total Amount Paid 942.78
 (Penalty accrues at the legal rate on outstanding balance after Feb. 1st)

F3-NEXT PARCEL F4-DETAIL F5-PAID BY INFO F6-PAYMENTS F7-PRINT F24-EXIT
 F3 for next record, Page-Up for previous

Lt 1 less SW 2.7A Blk 1 McTinnis 3rd
(pt Sec. 16.4.13)

PPIN-21791

Board of Supervisors of Forrest Co.

lease (16th Sec)

8/27/54
8/27/54
149/253

@ 99yr. lease from 4/4/99

↓
Paul Marsh

WD

7/24/70
7/24/70

334/142

↓ joined by Judith Ann C. Marsh

Robert Carson et al vs Willene B. Carson (JTWROS)

Decd / Regn.

8/27/13
4/1/13

Record w/ Exhibit A

8/27/13
5/4/18

1149/321

1271/249

↓ By Both

Hand Marketing Group, LLC

Forrest County

TO

Paul Marsh

CERTIFICATE OF FILING AND RECORDING

Filed for record... 10:50... A.M.

27th day of August... A.D. 1954

Recorded... 30th day of August... 1954

CLYDE W. EASTWICK, County Clerk

By [Signature] D.C.

LEASE

THIS LEASE AND CONTRACT made and entered into in duplicate, this 27th day of August, A. D., 1954, by and between the BOARD OF SUPERVISORS OF FORREST COUNTY, MISSISSIPPI, acting herein by and through its President, hereto duly authorized and empowered, hereinafter called "LESSOR", and PAUL MARSH of Hattiesburg, Mississippi, hereinafter called "LESSEE":

WITNESSETH:

WHEREAS, Lessee has heretofore presented to Lessor his petition for execution of a Sixteenth Section Lease on the hereinafter described Sixteenth Section lands in lieu of, and corrective of, a prior Sixteenth Section Lease executed by Lessor to Lessee on April 4, 1949, for a term of ninety-nine years from said date, for a total gross consideration of \$75.00 paid in cash at the time of execution of said lease, which said lease contained an erroneous and inaccurate description; and

WHEREAS, Lessor has thoroughly investigated the matter and has found that said Sixteenth Section Lease dated April 4, 1949, did, in fact, contain an erroneous and inaccurate description; and has, by order duly entered upon its minutes, authorized the execution of a Sixteenth Section Lease containing an accurate and correct description, in lieu of, and corrective of said prior Sixteenth Section Lease dated April 4, 1949, said correct lease to be executed for the same consideration of \$75.00 heretofore paid in full in cash by Lessee, as aforesaid, and for a term of ninety-nine years from April 4, 1949, the original date of said prior Sixteenth Section Lease, and no longer;

NOW THEREFORE:

For and in consideration of the sum of \$75.00, heretofore cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, said Lessor does hereby grant, let, rent and lease unto said Lessee, subject to the reservations, stipulations and conditions hereinafter recited, for a period of ninety-nine years from

April 4, 1949, and no longer, the following described real property lying, being and situated within the corporate limits of the City of Hattiesburg, Forrest County, Mississippi, to-wit:

All of Lots One and Two in Block One of and according to the D. D. McInnis Subdivision of Block One of the D. D. McInnis Third Survey of an Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 2 at page 23; said parcel of land being located in and forming a part of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi.

This lease is executed, for a period of ninety-nine years from April 4, 1949, pursuant to and under the terms and provisions of Chapter 497, General Laws of Mississippi of 1948, and any and all other leases, if any, existing in respect to said hereinabove described land, are hereby contemporaneously with the execution of this contract, cancelled and terminated, and said Lessee is hereby released from any and all obligations upon said Lessee, if any, in any such heretofore existing lease.

The Lessee, including his assignees and successors in title, are hereby authorized to erect and construct buildings, structures and improvements upon the above described real property, and to remove the same at any time prior to the expiration of this lease.

The Lessor does hereby expressly reserve title to all merchantable timber upon said above described real property, except that cut or used by the Lessee for fuel and necessary repairs and improvements on said land, together with the rights of ingress and egress over and across said land for the purpose of cutting and removing said timber.

The said Lessor does hereby expressly reserve title to all oil, gas and other minerals in, on and under said above described real property; and the right is reserved unto said Lessor, or the then governing authority charged with the supervision and control of said Sixteenth Section, to lease said land for oil, gas, sulphur and other mineral developments for such time and upon such considerations or conditions as it may determine, not contrary to law, together with full

rights of ingress, egress and regress to, and from, over and across said land for the purpose of exploring, testing, drilling and mining for and storing the said oil, gas, sulphur and other minerals, if any, and for the purpose of removing same from said land; it being understood and agreed that this lease merely conveys the right to the lessee to use and occupy the surface of said land for such purposes as he may desire, not contrary to the laws of the State of Mississippi.

WITNESS THE SIGNATURES of the parties hereto, in duplicate, on the day and year first hereinabove written.

BOARD OF SUPERVISORS OF FORREST
COUNTY, MISSISSIPPI

BY *Shiley C. Boulton*
ITS SECRETARY
LESSOR

Paul Marsh
PAUL MARSH
LESSEE

LESSEE

STATE OF MISSISSIPPI }
COUNTY OF FORREST }

This day personally came and appeared before me, the undersigned Clerk of the Chancery Court in and for said County and State, SHILEY C. BOULTON, President of the Board of Supervisors of said County, who acknowledged that he signed, executed and delivered the above and foregoing Lease, in duplicate, as the act and deed of the Board of Supervisors of Forrest County, Mississippi, and for and in its behalf, on the day and year therein stated, having been duly and fully authorized as to do.

Given under my hand and seal of office in the City of Hattiesburg, Forrest County, Mississippi, on this, the 24th day of April, A. D., 1954.

By *Shiley C. Boulton*
SHILEY C. BOULTON, President
of the Board of Supervisors
of Forrest County, Mississippi

STATE OF MISSISSIPPI }
COUNTY OF FORREST }

Paul Marsh
CLERK OF THE CHANCERY COURT OF
FORREST COUNTY, MISSISSIPPI
By: *Jeanette Lippert, D.C.*

This day personally came and appeared before me, the undersigned authority in and for said County and State, PAUL MARSH, who

acknowledged that he signed, executed and delivered the above and foregoing Lease, in duplicate, on the day and year therein mentioned, for the purpose therein stated, as his free and voluntary act and deed.

Given under my hand and seal of office on this, the 17th
day of August, A. D., 1954.



Charles D. Eastling
CLERK OF THE CHANCERY COURT OF
FORREST COUNTY, MISSISSIPPI
By Jessie L. Laffler, D.C.

STATE OF MISSISSIPPI, COUNTY OF FORREST

I certify that this instrument was filed for record in my office on 1-15
 at 334 Book 142 Page 142 and was returned to
 Clerk of said County on July 27 day of 1970

By: [Signature]
 Notary Public for Mississippi

RECORDED JUL 27 70

STATE OF MISSISSIPPI

::

WARRANTY DEED

COUNTY OF FORREST

::

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, We, PAUL MARSH, JR. and wife, JUDITH ANN C. MARSH, do hereby grant, bargain, sell, convey and warrant unto ROBERT CARSON and his wife, WILLENE B. CARSON, as joint tenants with the right of survivorship and not as tenants in common and not as tenants by the entirety, the unexpired portion of a Sixteenth Section Leasehold interest for a term of 99 years from April 4, 1949, and now owned by us, in and to and covering the following described land, lying and being situate in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

A part of Lot 1, Block 1 of D. D. McINNIS SUBDIVISION of D. D. McINNIS 3RD SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Begin at the most northerly corner of said Lot 1, Block 1, being the point of intersection of the southeasterly margin of Front Avenue (East Side Avenue) and the Northwesterly margin of Francis Avenue and run Southwesterly along said margin of Francis Avenue for a distance of 253.26 feet; thence run Northwesterly for a distance of 107.9 feet to a point on the Southeast margin of Front Avenue (East Side Avenue), said point being 2.7 feet Northeasterly from the Southwest Corner of said Lot 1, Block 1, as measured along the said Southeasterly margin of Front Avenue (East Side Avenue); thence run Northeasterly along said margin of Front Avenue (East Side Avenue) for a distance of 228.8 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

This instrument is executed subject to the following:

(a) Each and all of those certain reservations, conditions and stipulations, including the reservation of all oil, gas and other minerals contained, recited and set forth in that particular Lease Contract from the Board of Supervisors of Forrest County, Mississippi, as Lessor, for a period of 99 years from the 4th day of April, 1949, and recorded in Book 149, at Page 253 of the Land Deed Records of Forrest County, Mississippi.

The grantees assume and agree to pay the taxes for the year 1970.

WITNESS OUR SIGNATURES on this, the 24th day of July, A.D., 1970.


PAUL MARSH, JR.

JUDITH ANN C. MARSH

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority, in and for said County and State, the within named, PAUL MARSH, JR. and his wife, JUDITH ANN C. MARSH, each of whom acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office on this, the 24th day of July, A.D., 1970.


NOTARY PUBLIC
MY COMMISSION EXPIRES: Jan 11 1971



Forrest County
Filed/Recorded APRIL 1 2010 01:29:00PM
Witness my hand and seal
Jenny C. Howard
County Clerk

Prepared by:
Fillingane Law Firm, PLLC
6760 US Highway 98, Ste. 1
Hattiesburg, MS 39402
(601) 264-3323
Bar # 99154

Return to:
Deep South Title, LLC
6760 US Highway 98, Ste. 1
Hattiesburg, MS 39402
(601) 264-3323

STATE OF MISSISSIPPI
COUNTY OF FORREST

**QUITCLAIM OF IMPROVEMENTS AND
RE-ASSIGNMENT OF LEASE**

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we,

Robert Carson and Willene B Carson, an unexpired Sixteenth Section leasehold
Interest for a term of ninety-nine (99) years from 04/04/1949

126 S. Arnette St.
Hattiesburg, Miss. 39401
Phone: 601-543-9366

do(es) hereby grant, bargain, sell, convey and transfer unto, the Grantee(s):

Hand Marketing Group, LLC
145 PEARL DRIVE
HATTIESBURG MS 39402
Phone: 601 613 5333

our interest in and to that certain sixteenth section lease of record in Land Deed Book 334 at Page 142 as the same appertains to the following described property, situated in Forrest County, Mississippi, being more particularly described as follows, to-wit:

A Sixteenth Section Leasehold interest only in and to the following described property:

See Attached Exhibit A

INDEXING INSTRUCTIONS: pt . Lot 1, Block 1 of D.D. McInnis Subdivision 3rd Survey, Forrest Co., MS

In return for the same consideration hereinabove set out the Assignors herein hereby sell convey and quitclaim unto the Assignees herein all of their right, title and interest in and to the improvements located in, on and under the above described leasehold.

The Assignors herein warrant that they are the owners of the leasehold interest hereinabove set out and assigned and that they are fully authorized to assign the same, subject only to the terms

Inst. 703034
Bk 1149 Pg 0321

and conditions of said sixteenth section lease.

This assignment is also made subject to any and all public road rights-of-way and/or easements located on, over and across the above-described property, or shown by the Land Deed Records on file in the office of the Chancery Clerk of Forrest County, Mississippi. All rights of reversion to all such rights-of-way and/or easements, if any, are hereby assigned to the assignees herein named.

This assignment is further made subject to any and all rights-of-way and/or easements, for public utilities, in, on, under and across the subject property.

Subject to those certain terms, condition, restrictions and stipulations as contained in that certain Sixteenth Section Land Lease and Contract as filed in Book 149, Page 253 in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to reservation of timber and oil, gas, minerals in original lease from Forrest County filed 08/30/54 in Book 149 at Page 253.

Subject property is unexpired part of a 16th Section Lease. (99 years from 4/4/1949)

Robert Carson
Robert Carson
Willene B. Carson
Willene B Carson

Agreed to and accepted by:

Robert J. Hand
By Robert J. Hand
Its Member/President
For Hand Marketing Group, LLC

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of March, 2013, within my jurisdiction, the within named Robert Carson and Willene B Carson, and who acknowledged that they executed the above and foregoing instrument.

(Seal)

My Commission Expires:



[Signature]
Notary Public

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of March, 2013, within my jurisdiction, the within named Robert J. Hand who acknowledged to me that he/she is a Member/President of Hand Marketing Group LLC, a Mississippi limited liability company, and that for and on behalf of said company and as the act and deed of said limited liability company, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires:

13-2383



[Signature]
NOTARY PUBLIC

Inst. 703034
Bk 1149 Pg 0322



*** CERTIFIED COPY PAGE ***

FORREST COUNTY, MS
JIMMY C. HAVARD, CHANCERY CLERK OF THE ABOVE NAMED
COUNTY AND STATE, DO CERTIFY THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL AS APPEARS IN:
DEED - 1148 AT PAGE - 321 IN SAID COURT.
WITNESS MY HAND AND SEAL THIS FIFTH, May 04, 2018.
JIMMY C. HAVARD, CHANCERY CLERK



Forrest County
Filed/Recorded 3/21/18 1:28:18 PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



DEED

Blk1279 Page:249-25
RCD: 05/04/2018 010:56:42A1
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
Fillingame Law Firm, PLLC
6760 US Highway 98, Ste. 1
Hattiesburg, MS 39402
(601) 264-3323
Bar # 99154

Return to:
Deep South Title, LLC
6760 US Highway 98, Ste. 1
Hattiesburg, MS 39402
(601) 264-3323

STATE OF MISSISSIPPI
COUNTY OF FORREST

**QUITCLAIM OF IMPROVEMENTS AND
RE-ASSIGNMENT OF LEASE**

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other
good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we,

Robert Carson and Willene B Carson, an unexpired Sixteenth Section leasehold
interest for a term of ninety-nine (99) years from 04/04/1949

1263 Drake Ct
Hattiesburg, MS 39402
Phone: 601-543-4366

do(es) hereby grant, bargain, sell, convey and transfer unto, the Grantee(s):

Hand Marketing Group, LLC
11500 E. DRIVE
HATTIESBURG, MS 39402
Phone: 601-613-5323

our interest in and to that certain sixteenth section lease of record in Land Deed Book 334 at Page 142
as the same appertains to the following described property, situated in Forrest County, Mississippi,
being more particularly described as follows, to-wit:

A Sixteenth Section Leasehold interest only in and to the following described
property:

See Attached Exhibit A

INDEXING INSTRUCTIONS: pt. Lot 1, Block 1 of D.D. McKinnis Subdivision 3rd Survey, Forrest Co.,
MS

In return for the same consideration hereinafore set out the Assignors herein hereby sell convey and
quitclaim unto the Assignees herein all of their right, title and interest in and to the improvements
located in, on and under the above described leasehold.

The Assignors herein warrant that they are the owners of the leasehold interest hereinafore
set out and assigned and that they are fully authorized to assign the same, subject only to the terms

Inst 703034

and conditions of said sixteenth section lease.

This assignment is also made subject to any and all public road rights-of-way and/or easements located on, over and across the above-described property, or shown by the Land Deed Records on file in the office of the Chancery Clerk of Forrest County, Mississippi. All rights of reversion to all such rights-of-way and/or easements, if any, are hereby assigned to the assignees herein named.

This assignment is further made subject to any and all rights-of-way and/or easements, for public utilities, in, on, under and across the subject property.

Subject to those certain terms, condition, restrictions and stipulations as contained in that certain Sixteenth Section Land Lease and Contract as filed in Book 149, Page 253 in the office of the Chancery Clerk of Forrest County, Mississippi.

Subject to reservation of timber and oil, gas, minerals in original lease from Forrest County filed 08/30/54 in Book 149 at Page 253.

Subject property is unexpired part of a 16th Section Lease. (99 years from 4/4/1949)

Robert Carson
Robert Carson
Willene B. Carson
Willene B. Carson

Agreed to and accepted by:

Robert J. Wood
By Robert J. Wood
Its President / President
For Hand Marketing Group, LLC

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 07 day of March, 2013, within my jurisdiction, the within named Robert Carson and Willene B. Carson, and who acknowledged that they executed the above and foregoing instrument.

(Seal)

My Commission Expires



Robert J. Wood
Notary Public

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 07 day of March, 2013, within my jurisdiction, the within named Robert J. Wood, who acknowledged to me that he/she is a President of Hand Marketing Group, LLC, a Mississippi limited liability company, and that for and on behalf of said company and as the act and deed of said limited liability company, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires

13-2383



Annanas Jones
NOTARY PUBLIC

Inst. 703034
Bk 1149 Pg 0322

Exhibit A

A part of Lot 1, Block 1 of D. D. McINNIS SUBDIVISION of D. D. McINNIS 3RD SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Begin at the most northerly corner of said Lot 1, Block 1, being the point of intersection of the southeasterly margin of Front Avenue (East Side Avenue) and the Northwesterly margin of Francis Avenue and run Southwesterly along said margin of Francis Avenue for a distance of 253.26 feet; thence run Northwesterly for a distance of 107.9 feet to a point on the Southeast margin of Front Avenue (East Side Avenue), said point being 2.7 feet Northeasterly from the Southwest Corner of said Lot 1, Block 1, as measured along the said Southeasterly margin of Front Avenue (East Side Avenue); thence run Northwesterly along said margin of Front Avenue (East Side Avenue) for a distance of 228.8 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Forrest County
Filed/Recorded APRIL 1 2013 01:42:00PM
Witness my hand and seal
Jimmy C. Howard
Chancery Clerk

WHEN RECORDED MAIL TO: CITIZENS BANK, 814 Main Street / P.O. Box 232, Columbia, MS 39429, Tel. (601) 736-2601

SEND TAX NOTICES TO: CITIZENS BANK, Bellevue, 7119 U.S. Highway 98, P.O. Box 16357, Hattiesburg, MS 39402, Tel. (601) 264-6632

This Deed of Trust prepared by: KRISTIN RUSHING, LOAN PREPARATION SPECIALIST, CITIZENS BANK, 814 Main Street, Columbia, MS 39429, (601) 736-2601

INDEXING INSTRUCTIONS: PT. LOT 1, BLOCK 1 OF D.D. MCINNIS SUBDIVISION 3RD SURVEY, FORREST CO., MS.

FOR RECORDER'S USE ONLY



Deep South Title, LLC
6760 US Hwy 98, Suite 1
Hattiesburg, MS 39402
601-264-3323

DEED OF TRUST

This Deed of Trust secures a line of credit as defined in Miss. Code Ann. Section 89-1-49 and shall not be extinguished until the conditions of Miss. Code Ann. Section 89-5-21 are met.

GRANTOR: HAND MARKETING GROUP, LLC, 14 SPEARS DRIVE, HATTIESBURG, MS 39401, Tel. (601) 264-2490

LENDER / BENEFICIARY: CITIZENS BANK, Bellevue, 7119 U.S. Highway 98, P.O. Box 16357, Hattiesburg, MS 39402, Tel. (601) 264-6632

TRUSTEE: R. Andrew Foxworth, 702 Main Street, P.O. BOX 747, Columbia, MS 39429, Tel. (601) 736-1122

THIS DEED OF TRUST is dated March 27, 2013, among HAND MARKETING GROUP, LLC, whose address is 14 SPEARS DRIVE, HATTIESBURG, MS 39402 ("Grantor"); CITIZENS BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and R. Andrew Foxworth (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi;

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 100 EASTSIDE AVENUE, HATTIESBURG, MS 39401.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the

Inst. 703035
Bk 1891 Pg 0752

and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means CITIZENS BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated March 27, 2013, in the original principal amount of \$26,395.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 5, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

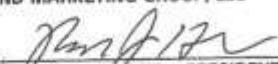
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means R. Andrew Foxworth, whose address is 702 Main Street, P.O. BOX 747, Columbia, MS 39429 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HAND MARKETING GROUP, LLC

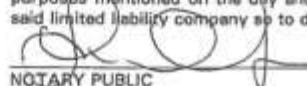
By: 
ROBERT J. HAND, PRESIDENT of HAND MARKETING
GROUP, LLC

Inst. 703035
Bk 1891 Pg 0763

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ms)
) SS
COUNTY OF Lamar)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of March, 20 13, within my jurisdiction, the within named **ROBERT J HAND, PRESIDENT of HAND MARKETING GROUP, LLC**, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.


NOTARY PUBLIC

My Commission Expires:



LASER PRO Lending, Ver. 12.2.0.003; 2008 Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - MS c:\LPE\CFI\PL\G01.FC TR-25259 PR-32

Inst. 703035
Bk 1891 Pg 0764

EXHIBIT "A"
TO LAND DEED OF TRUST EXECUTED BY
HAND MARKETING GROUP, LLC,
IN FAVOR OF R. ANDREW FOXWORTH,
AS TRUSTEE FOR CITIZENS BANK,
COLUMBIA, MISSISSIPPI, BENEFICIARY,
DATED MARCH 27, 2013

PROPERTY DESCRIPTION

A part of Lot 1, Block 1 of D. D. McINNIS SUBDIVISION of D. D. McINNIS 3RD SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Begin at the most northerly corner of said Lot 1, Block 1, being the point of intersection of the southeasterly margin of Front Avenue (East Side Avenue) and the Northwesterly margin of Francis Avenue and run Southwesterly along said margin of Francis Avenue for a distance of 253.26 feet; thence run Northwesterly for a distance of 107.9 feet to a point on the Southeast margin of Front Avenue (East Side Avenue), said point being 2.7 feet Northeasterly from the Southwest Corner of said Lot 1, Block 1, as measured along the said Southeasterly margin of Front Avenue (East Side Avenue); thence run Northwesterly along said margin of Front Avenue (East Side Avenue) for a distance of 228.8 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

SIGNED FOR IDENTIFICATION PURPOSES:

HAND MARKETING GROUP, LLC


ROBERT J. HAND, PRESIDENT

INDEXING INSTRUCTIONS:

PT. LOT 1, BLOCK 1 OF D.D. MCINNIS SUBDIVISION 3RD SURVEY, FORREST CO., MS.

Inst. 703035
Bk 1891 Pg 0765



MORTGAGE
Bk2175 Page482-494
RCD: 05/18/2019 01:00:35AM
FORREST COUNTY, MS
JIMMY C. HARVARD CHANCERY CLERK

WHEN RECORDED MAIL TO: CITIZENS BANK, COLUMBIA, MISSISSIPPI, 814 Main Street / P.O. Box 232, Columbia, MS 39429, Tel. (801) 736-2601

SEND TAX NOTICES TO: CITIZENS BANK, COLUMBIA, MISSISSIPPI, 814 Main Street, Columbia, MS 39429, Tel. (801) 736-2601

This Deed of Trust prepared by: MELLIE MOREE, LOAN PREPARATION SPECIALIST, CITIZENS BANK, 814 MAIN ST, COLUMBIA, MS 39429, (801) 736-2601

INDEXING INSTRUCTIONS: A Part of Lot 1, Block 1 of D. D. McPHERS SUBDIVISION of D. D. McPHERS 3RD SURVEY in the City of Hattiesburg, County of Forrest, State of Mississippi.

FOR RECORDER'S USE ONLY



DEED OF TRUST

This Deed of Trust secures a line of credit as defined in Miss. Code Ann. Section 89-1-49 and shall not be extinguished until the conditions of Miss. Code Ann. Section 89-5-21 are met.

GRANTOR: HAND MARKETING GROUP, LLC, 14 SPEARS DR, HATTIESBURG, MS 39402, Tel. (601) 284-2490

LENDER / BENEFICIARY: CITIZENS BANK, Bellevue, 7119 U.S. Highway 96, P.O. Box 16387, Hattiesburg, MS 39402, Tel. (601) 284-6632

TRUSTEE: R. Andrew Foxworth, 702 Main Street, P.O. BOX 747, Columbia, MS 39429, Tel. (601) 736-1122

THIS DEED OF TRUST is dated April 27, 2018, among HAND MARKETING GROUP, LLC, whose address is 14 SPEARS DR, HATTIESBURG, MS 39402 ("Grantor"); CITIZENS BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and R. Andrew Foxworth (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FORREST County, State of Mississippi:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 100 EASTSIDE AVENUE, HATTIESBURG, MS 39401.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the

DEED OF TRUST
(Continued)

Loan No: 1081813

Page 12

and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structure, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means CITIZENS BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated April 27, 2018, in the original principal amount of \$23,070.05 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 27, 2023.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

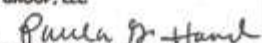
Trustee. The word "Trustee" means R. Andrew Foxworth, whose address is 702 Main Street, P.O. BOX 747, Columbia, MS 39429 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HAND MARKETING GROUP, LLC

By: 
ROBERT J. HAND, Member/Manager of HAND MARKETING GROUP, LLC

By: 
PAULA G. HAND, Member/Manager of HAND MARKETING GROUP, LLC

Loan No: 1081813

DEED OF TRUST
(Continued)

Page 13

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Mississippi)
) ss
COUNTY OF Lamar)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27th day of April, 2018, within my jurisdiction, the within named ROBERT J HAND, Member/Manager of HAND MARKETING GROUP, LLC and PAULA G HAND, Member/Manager of HAND MARKETING GROUP, LLC, a Mississippi limited liability company, and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, they signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

Myra Nicole Huxley
NOTARY PUBLIC

My Commission Expires:
Oct. 29, 2021



EXHIBIT "A"
TO LAND DEED OF TRUST EXECUTED BY
HAND MARKETING GROUP, LLC IN FAVOR OF
R. ANDREW FOXWORTH, AS TRUSTEE FOR CITIZENS BANK,
COLUMBIA, MISSISSIPPI, BENEFICIARY,
DATED APRIL 27, 2018 .

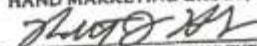
PROPERTY DESCRIPTION

A part of Lot 1, Block 1 of D. D. McINNIS SUBDIVISION
of D. D. McINNIS 3RD SURVEY in the City of Hattiesburg,
County of Forrest, State of Mississippi, as per the map
or plat thereof on file in the office of the Chancery
Clerk of Forrest County, Mississippi, and more particu-
larly described as follows, to-wit:

Begin at the most northerly corner of said Lot 1, Block
1, being the point of intersection of the southeasterly
margin of Front Avenue (East Side Avenue) and the North-
westerly margin of Francis Avenue and run Southwesterly
along said margin of Francis Avenue for a distance of
253.26 feet; thence run Northwesterly for a distance of
107.9 feet to a point on the Southeast margin of Front
Avenue (East Side Avenue), said point being 2.7 feet
Northeasterly from the Southwest Corner of said Lot 1,
Block 1, as measured along the said Southeasterly margin
of Front Avenue (East Side Avenue); thence run North-
easterly along said margin of Front Avenue (East Side
Avenue) for a distance of 228.8 feet to the point of
beginning, together with all improvements thereon and
appurtenances thereunto belonging.

SIGNED FOR IDENTIFICATION PURPOSES:

HAND MARKETING GROUP, LLC


ROBERT J. HAND, PRESIDENT

INDEXING INSTRUCTIONS: A PART OF LOT 1, BLOCK 1 OF D.D. MCINNIS SUBDIVISION OF D.D.
MCINNIS 3RD SURVEY IN CITY OF HATTIESBURG, COUNTY OF FORREST, STATE OF MISSISSIPPI



Property Link

FORREST COUNTY, MS

Current Date 2/21/2022

Tax Year 2021
Records Last Updated 2/21/2022**PROPERTY DETAIL**

OWNER HAND MARKETING GROUP LLC
14 SPEARS DR
HATTIESBURG MS 39402-0000

ACRES : **NA**
LAND VALUE : 12140
IMPROVEMENTS : 20440
TOTAL VALUE: 32580
ASSESSED : 4887

PARCEL 2-038C-16-201.00
ADDRESS 100 EASTSIDE AVENUE

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	320.10	0.00	321.70
CITY	259.65	0.00	260.95
SCHOOL	322.93	0.00	324.54
TOTAL	902.68	0.00	907.19 .50% Penalty

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	HOMESTEAD CODE	TAX DISTRICT	PPIN	SECTION	TOWNSHIP	RANGE	LEGAL
	None	1110	021791	16	04N	13W	LT 1 LESS SW 2.7FT BLK 1 PREV #:H0632-01-001 MCINNIS SUB OF MCINNIS 3RD B 1279 P 0249 05/04/2018
Book 1279		Page 0249					

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
2020	ARTEMIS TAYLOR LLC	2/11/2022 HAND MARKETING GROUP LLC
2019	STATE OF MISSISSIPPI	5/7/2021 BARABRA RANDOLPH
2018	STATE OF MISSISSIPPI	7/21/2020 HAND MARKETING GROUP LLC
2016	STATE OF MISSISSIPPI	5/9/2018 CITIZENS BANK
2015	STATE OF MISSISSIPPI	1/30/2018 ROBERT HAND
2013	SHO LLC	2/24/2015 HANDMARKETING GROUP

[View Appraisal Record](#)



Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/21/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-038C-16-201.00 **ALT PARCEL NUMBER** 230 -0632-001-001.00
PPIN 021791 **SKETCH** 1 [VIEW 01](#)
OWNER NAME HAND MARKETING GROUP LLC
OWNER ADDRESS 14 SPEARS DRIVE
PROPERTY ADDRESS HATTIESBURG MS394020000
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/1/1982
CLASSIFIED BY CH DATE: 1/1/1982
REVIEWED BY BH DATE: 5/29/2013
REALTOR CODE

LEGAL DESCRIPTION
 1 LT 1 LESS SW 2.7FT BLK 1
 2 PREV #:H0632-01-001
 Block 001 Section 16 Township 04N Range 13W
 Book 1279 Page 0249 Type QCD Date 5/4/2018
 Book 1149 Page 321 Type SSL Date 3/27/2013

LOT INFORMATION

LOT CODE 0632 **LOT SIZE** **LOT VALUE** 12140

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ. %	DESCRIPTION	ADJ. PRICE	APPRAISED	CLASS
0632	138.00	109	100.00	9	.88	1.00		88.00	12140	1

ACRE INFORMATION

ACRES TYPE QUAL CLASS PRICE CODE UNCULTIVATED CODE PRICE ADJ. % DESCRIPTION APPRAISED MARKET
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 12140
LAND USE CODE CLASS 1 1110 ONE FAMILY UNIT
LAND USE CODE CLASS 2 1110 ONE FAMILY UNIT

BUILDING DESCRIPTIONS

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	001	RESIDENCE	20440	Y

TOTAL PARCEL VALUE 32580



[View Tax](#)

[Back](#)



Sketch by Apex IV™



Property Appraisal Link

FORREST COUNTY, MS

Current Date 2/21/2022

APPRAISAL INQUIRY

PARCEL 2-038C-16-201.00 ALT PARCEL NUMBER 230 -0632-001-001.00
 PPIN 021791 SKETCH 1
 OWNER NAME HAND MARKETING GROUP LLC

APPRAISAL SUMMARY - STRUCTURE CLASS R AND C

EXTERIOR	HARDBOARD LAP
ROOF TYPE	GABLE
ROOF MATERIAL	ENAMEL METAL
FLOORS	HARDWOOD/LAMINAT
INTERIOR	DRYWALL
PLUMBING	AVERAGE
ELECTRIC	AVERAGE
	GH

BASIC AREA	1200
UNITS: CONST 102	
CLASS D CLASS UNITS	
= TOTAL UNITS	102
X RATES: BASE 39.82 ADJ.	40.62
X INDEX 1.130 COST/SF	45.90
X ADJUSTED AREA	1248
= BASIC COST	57283
+ EXTRA FEATURES	1111
= ADJUSTED COST	58394
DEPRECIATION:	
STRAIGHT	47
ADDITIONAL	- 12
OVERRIDE	
X CONDITION	35 %
= DEPRECIATED COST	20438
X NUMBER OF BUILDINGS	1
FINAL VALUE	20440
OVERRIDE VALUE	

YEAR BUILT 1950

OVERRIDE REASON

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[Forrest County Home](#) |
 [Online Property Tax Payments](#) |
 [Online Personal Property Tax Payments](#) |
 [Online Mobile Home Tax Payments](#) |
 [Online Car Tax Payments](#)
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Email Correspondence

From: Rutland, Lamar <lrutland@hattiesburgms.com>

Sent: Wednesday, February 16, 2022 10:12 AM

To: George Null <george@trustatlas.com>

Cc: Ronnie Blackwell <ronnie@clearpointengineers.com>; Mike Essary <michael.essary@neel-schaffer.com>; dwalters@jacksonfirm.com; Joseph <jullos@jacksonfirm.com>; Mark Dye <mrdye@me.com>; Jonathon Null <bj@trustatlas.com>; jebstewart82@att.net

Subject: Re: Hall Avenue 16 section Land

The POC for Hand Marketing parcel is

Jeff Hand at [801-613-5333](tel:801-613-5333).

He did state he received a letter from Collins and Null the other day. He was receptive to the project. Please let me know if you have issues.

Thanks

Sent from my iPhone

2 Attachments



QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
Page 5

USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Dossett Pontiac-Cadillac-GMC Inc.

Parcel No: PPIN # 19280; 19281; 19282

Project No: 108639-81100

County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$215,640.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Hattiesburg School District / Dossett Property Management, LLC
Parcel No: PPIN # 21714
Project No: 108639-81100
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$36,790.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

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The property that is the subject of this offer of just compensation is as follows:

Owner: Hattiesburg School District / Daniel E. Dossett, et al
Parcel No: PPIN # 21715
Project No: 108639-81100
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$2,185.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Martin Luther King Avenue Baptist Church / Hattiesburg School District, et al
Parcel No: PPIN # 32854
Project No: 108639-81100
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$55,050.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

The above amount is for all interest in the subject property to include a nominal value of \$100 (Q2) for the tenants of the residence. The above amount is inclusive of the NV of \$100. The leasehold and leased fee interest are valued as well with said interest allocated within the report. The total property was appraised in fee simple.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Estate of Ralph D. Lindsey

Parcel No: PPIN # 25261

Project No: 108639-81100

County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$85,560.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Jennifer L. Brown, et al

Parcel No: PPIN # 25251

Project No: 108639-81100

County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$48,750.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

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"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Raymond C. Bullock

Parcel No: PPIN # 25252

Project No: 108639-81100

County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$10,230.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Hattiesburg School District / Hand Marketing Group, LLC
Parcel No: PPIN # 21791
Project No: 108639-81100
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$1,550.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Acknowledge receipt of Waiver Valuation Reports for each of the parcels listed below and authorize the Mayor or his representative to offer the value listed for each parcel to the landowner in return for Temporary Construction Easements for the Hall Avenue Overpass West project; Authorize issuance of manual checks in payment for said easements upon receipt of executed documents.

PPIN No.	Waiver Value
18772	\$1,050.00
18467	\$150.00
13178	\$1,800.00
19172	\$1,800.00
19173	\$100.00
19174	\$650.00
19175	\$3,710.00
23748	\$575.00
13184	\$3,650.00

File Number: 2022-300
Minute Book #

Summary

Acknowledge receipt of Waiver Valuation Reports for each of the parcels listed below and authorize the Mayor or his representative to offer the value listed for each parcel to the landowner in return for Temporary Construction Easements for the Hall Avenue Overpass West project; Authorize issuance of manual checks in payment for said easements upon receipt of executed documents.

PPIN No.	Waiver Value
18772	\$1,050.00
18467	\$150.00
13178	\$1,800.00
19172	\$1,800.00
19173	\$100.00
19174	\$650.00
19175	\$3,710.00
23748	\$575.00
13184	\$3,650.00

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.



Waiver Valuation

Tax Parcel No.:	2-029O-10-303.00 PPIN 18772	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	State of Mississippi	Address:	212 North 21 st Avenue Hattiesburg, MS 39401

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . . “.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029O-10-303.00 PPIN 18772	\$0	\$0	\$1,050.00	\$0	\$1,050.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/28/2022

(Print Name and Title)

Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-029O-10-303.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 43,560 S.F. site which equals 1.0 acres, more or less. The total size after the acquisition will be +/- 43,560 SF or 1.0 acres. The only difference in the before and after condition of the property is the construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by the State of Mississippi containing +/- 43,560 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 2,292 sf or 0.052 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement is natural wildlife growth, which holds no value.

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc.

As noted above, the only items in the TCE are natural wildlife growth, which holds no value.

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 43,560 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

$2,292 \text{ sf} \times \$1.50 \text{ per sf} \times 10\% \times 3 \text{ years} = \$1,031.40$ rounded to \$1,050.00

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 2292 sf or 0.053 acres, Nominal Value)	\$1,031.40
Cost-to-Cure Damages (W)	\$0
Cost-to-Cure Damages (T)	\$0
Total Compensation (Rounded)	\$1,031.40 \$1,050 (RO)

Subject Photos



Picture of the subject property and TCE looking East down Hall Avenue.



Picture of the subject property and TCE looking West down Hall Avenue.



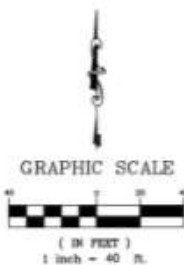
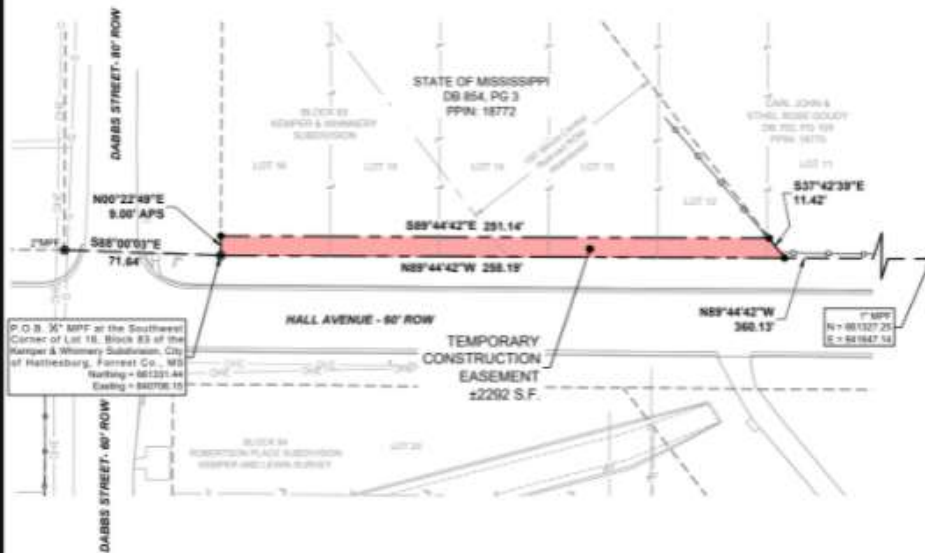
Picture of the typical foliage in the acquisition area (TCE marked in Yellow).

R.O.W. MAP

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT STATE OF MISSISSIPPI PPIN# 18772

A temporary construction easement located in Lots 11, 12, 13, 14, 15, and 16, Block 83 of the Kamper and Whinnery Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-00^{\circ} 14' 20.15''$ and using grid distances with a combined factor of 0.999970319 (determined at the southwest corner of Lot 16, Block 83 of the Kamper and Whinnery Subdivision):

BEGIN at a $\frac{1}{2}$ " metal pipe found making the Southwest corner Lot 16, Block 83 of the said Kamper and Whinnery Subdivision to the City of Hattiesburg, said point having grid coordinates of N = 861331.44, E = 840706.15; thence run North $00^{\circ} 22' 49''$ East along the East right-of-way of Dabbs Street for 9.00 feet, thence leaving said right-of-way, run South $89^{\circ} 44' 42''$ East for 251.14 feet to the East right-of-way of the abandoned Illinois Central Railroad; thence South $33^{\circ} 42' 39''$ East along said East right-of-way for 11.42 feet to a point on the North right-of-way of Hall Avenue; thence North $89^{\circ} 44' 42''$ West along said right-of-way for 258.19 feet back to the Point of Beginning. Said easement contains 2292 square feet, more or less.



LEGEND

DB	PROPOSED EASEMENT
PS	DEED BOOK
CTP	PIPE
MPF	FOUND CRIMP-TOP PIPE
PI	FOUND METAL PIPE
PI	FOUND IRON ROD
PI	FOUND RAIL
RRSP	RAILROAD SPIKE FOUND
SET 2"	SET 2" IRON REBAR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
T ₁	UTILITY POLE
●	MONUMENT FOUND
○	WOOD OR DEC. IRON FENCE
—	CHALKLINE FENCE
---	DOTTED LINE
---	LOT LINE
---	TRAIL LINE
---	OVERHEAD POWER LINE
---	GAS LINE

REFERENCE MATERIAL

1. Kamper and Whinnery Survey to the City of Hattiesburg
2. Forrest County Tax Map
3. TWD - DB 854, PG 3



NOTES

1. Class "B" Survey
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Jan. 17, 2022
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

STATE PLANE DATA

State Plane Zone: MS East-2011
Datum: NAD 1983
Combined Factor: 0.999970319
Convergence Angle: $-00^{\circ} 14' 20.15''$
Reference Point: SW Corner of Lot 16, Block 83

TEMPORARY CONSTRUCTION EASEMENT

HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6632 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
State of Mississippi
PPIN: 18772

PROPERTY OWNER:

CCE NO.: 76242056

SCALE: 1" = 40'

DATE: 1/17/2022

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1

Drawing Location: B:\7642056\DWG\7642056-TCE.dwg



Waiver Valuation

Tax Parcel No.:	2-038B-15-030.00 PPIN 018467	Project No.:	Hall Avenue Phase 2 FLBD-8769-001LPA/108639-81100
County:	Forrest	Address:	511 Hall Avenue Hattiesburg, MS 39401
Owner:	Elizabeth Wilson		

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . . “.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-038B-15-030.00 PPIN #018467	\$0	\$0	\$150.00	\$0	\$150.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)
(Print Name and Title)

Date: 03/11/2022
Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project
Parcel: 2-038B-15-030.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 15,330 S.F. site which equals 0.351 acres. The total size after the acquisition will be +/- 15,330 SF or 0.351 acres. The only difference in the before and after condition of the property is the temporary construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by Elizabeth Wilson containing +/- 15,330 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 270 sf or 0.006 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement is +/- 100 square feet of the owners driveway.

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc.

As noted above, the only items in the TCE were parts of the driveway. The paved driveway will be replaced by the contractor if affected, and thus were not compensated to the landowner.

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 15,330 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

270 sf x \$1.50 per sf x 10% x 3 years = \$121.50 rounded to \$150.00.

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 270 sf or 0.006 acres, Nominal Value)	\$150.00
Total Compensation (Rounded)	\$150.00 \$150.00 (RO)

Subject Photos



1. View of the subject and TCE looking East along Hall Avenue.



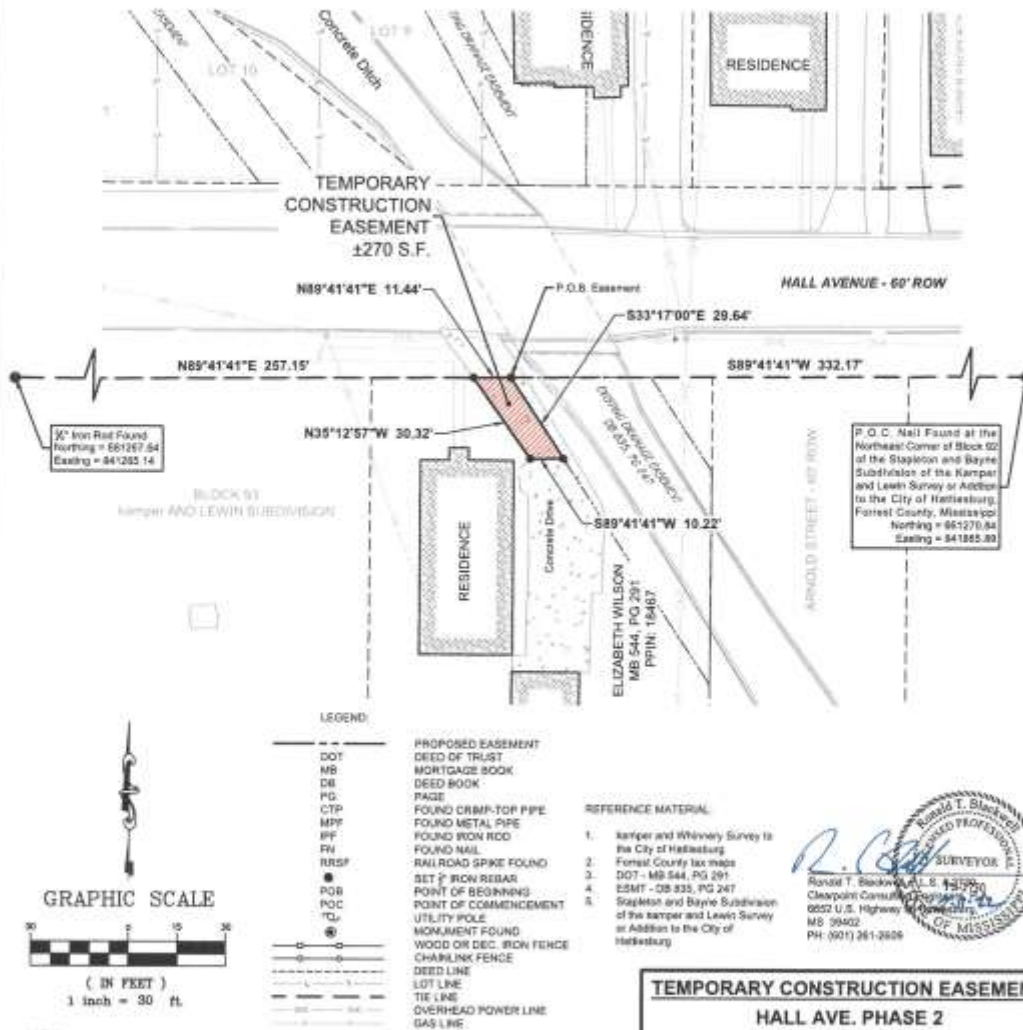
2. View of the TCE.

R.O.W. MAP

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT ELIZABETH WILSON PPIN 18467

A temporary construction easement located in Block 93 of the Kamper and Lewin Subdivision the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-00^{\circ}14'13.20''$ and using grid distances with a combined factor of 0.999970107 (determined at the northeast corner of Block 92 of the Stapleton and Bayne Subdivision).

Commence at a Nail found marking the Northeast corner of Block 92 of the said Stapleton and Bayne Subdivision, said point having grid coordinates of N = 661270.84, E = 841865.89; thence run South $89^{\circ}41'41''$ West along the South right-of-way of Hall Avenue for 332.17 feet to the West line of a drainage easement described in Deed Book 835 at Page 247 on file in the office of the Chancery Clerk of Forrest County, Mississippi to and for the POINT OF BEGINNING; thence run South $33^{\circ}17'00''$ East along said drainage easement for 29.64 feet; thence leaving said drainage easement, run North $89^{\circ}41'41''$ West for 10.22 feet; thence North $35^{\circ}12'57''$ West for 39.32 feet to a point on the South right-of-way of Hall Avenue; thence North $89^{\circ}41'41''$ East along said right-of-way for 11.44 feet back to the Point of Beginning. Said easement contains 270 square feet, more or less.



TEMPORARY CONSTRUCTION EASEMENT

HALL AVE. PHASE 2

FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

PREPARED FOR:



PROPERTY OWNER:

Elizabeth Wilson
PPIN: 18467

CCE NO.: 76242056

SCALE: 1" = 30'

DATE: 1/17/2022

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1

Drawing Location: R:\76242056\DWG\76242056-TCE.dwg



Waiver Valuation

Tax Parcel No.:	2-029O-10-283.00 PPIN 013178	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	James P. & Francis M. Maloney	Address:	621 Walnut St. Hattiesburg, MS 39401
Phone:	601-467-0923		

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . *the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . .*”.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) *An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.*”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . *Waiver valuations are not appraisals as defined by the Uniform Act and these regulations*” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “*therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.*” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029O-10-283.00 PPIN 013178	\$0	\$1,700	\$100.00	\$0	\$1,800

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/29/2022

(Print Name and Title)

Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-029O-10-283.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 18,600 S.F. site which equals 0.427 acres. The total size after the acquisition will be +/- 18,600 SF or 0.427 acres. The only difference in the before and after condition of the property is the construction easement for 6 months.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by James P. & Francis M. Malonley containing +/- 18,600 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 147 sf or 0.003 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the TCE is a privacy fence and landscaping. It appears that the privacy fence and landscaping is located on the property south of the property line. The fence and landscaping do appear to be in the T.C.E. If the fence is damaged or removed it will be replaced by the contractor.

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc.

As noted above, the only items in the TCE were privacy fence and some landscaping. The fencing and gates will be replaced by the contractor if affected, and thus were not compensated to the landowner. There are several large trees that may or may not lie within the TCE area. The TCE is very narrow, and the actual privacy fencing may be encroaching onto city R.O.W. A replacement of 2 landscaped trees was included in the compensation for the replacement of some of the landscaping. The trees were included at \$725/tree, plus 10% contingency and 7% taxes, or \$1,700

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 18,600 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

147 sf x \$1.50 per sf x 10% x 3 years = \$66.15 rounded to \$100.00.

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 202 sf or 0.005 acres	\$100.00
Landscaping	\$1,700
Total Compensation (Rounded)	\$1,800

Subject Photos



1. Looking East along the acquisition area located along the southern side of Lincoln Road.



2. View of the property looking west down Hall Avenue (TCE behind the fence) .



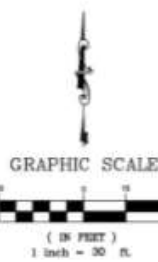
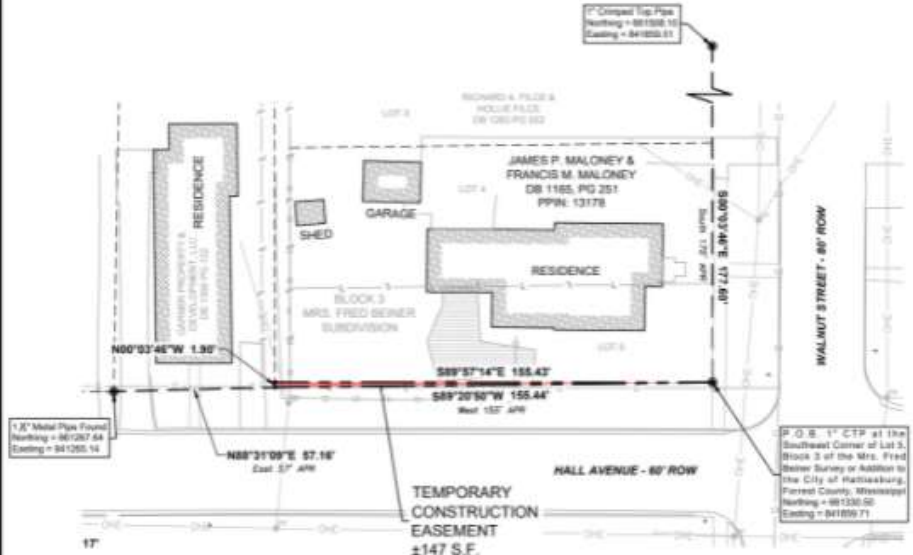
3. View of the property looking East down Hall Avenue, (TCE is behind the fence)

R.O.W. MAP

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT JAMES P. MALONEY & FRANCIS M. MALONEY PPIN# 13178

A temporary construction easement located in Lot 5 and Alley of Block 3 of the Mrs. Fred Beiner Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-00^{\circ}14'13.24''$ and using grid distances with a combined factor of 0.99999941 (determined at the southeast corner of Lot 5, Block 3 of the Mrs. Fred Beiner Survey or Addition)

BEGIN at a 1" cramped top pipe found at the Southeast corner of Lot 5, Block 3 of the said Mrs. Fred Beiner Survey or Addition, said point having grid coordinates of N = 661330.50, E = 841859.71; thence South $89^{\circ}20'50''$ West along the North right-of-way of Hall Avenue for 155.44 feet; to a metal pipe found at the SW corner of the property described in Deed Book 1185 at Page 251 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi; thence North $00^{\circ}03'46''$ West along the West boundary of said property for 1.90 feet; thence bearing said West boundary, run South $89^{\circ}57'14''$ East for 155.43 feet back to the Point of Beginning. Said easement is triangular in shape having three sides, containing 147 square feet more or less.



LEGEND	
---	PROPOSED EASEMENT
---	DEED OF TRUST
---	MORTGAGE BOOK
---	DEED BOOK
---	PG
---	FOUND CRAMP TOP PIPE
---	FOUND METAL PIPE
---	FOUND IRON ROD
---	FOUND NAIL
---	RAILROAD SPIKE FOUND
---	SET P IRON REBAR
---	POINT OF BEGINNING
---	POINT OF COMMENCEMENT
---	UTILITY POLE
---	MONUMENT FOUND
---	WOOD CR DEC. IRON FENCE
---	CHAIN LINK FENCE
---	DEED LINE
---	LOT LINE
---	TIE LINE
---	OVERHEAD POWER LINE
---	GAS LINE

REFERENCE MATERIAL:

1. Asper and Wherry Survey to the City of Hattiesburg
2. Forrest County tax maps
3. WD - DB 1185, PG 102
4. WD - DB 1185, PG 251
5. Mrs. Fred Beiner Survey to the City of Hattiesburg
6. CWD - DB 1285, PG 552



NOTES:

1. Class "B" Survey
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Jan. 17, 2022.
4. Orientation is based on GPS observation. Grid North, as referenced to MS State Plane Coordinate System, East Zone

STATE PLANE DATA

State Plane Zone: MS East (281)
Datum: NAD 1983
Combined Factor: 0.99999941
Convergence Angle: $-00^{\circ}14'13.24''$
Reference Point: SE Corner of Block 3, Mrs. Fred Beiner Survey

TEMPORARY CONSTRUCTION EASEMENT

HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:
James P. Maloney & Francis M. Maloney
PPIN: 13178

PROPERTY OWNER:

CCE NO.: 76242056

SCALE: 1" = 30'

DATE: 1/17/2022

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1

Drawing Location: S:\7642056\DWG\7642056-TCE.dwg



Waiver Valuation

Tax Parcel No.:	2-029O-10-282.00 PPIN 019172	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	Reginashae B. Thomas	Address:	620 Walnut St., Hattiesburg, MS 39402

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . . “.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029O-10-282.00 PPIN 019172	\$0	\$1,700	\$100.00	\$0	\$1,800

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/28/2022

(Print Name and Title)

Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-029O-10-282.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 8,400 S.F. site which equals 0.192 acres. The total size after the acquisition will be +/- 8,400 SF or 0.192 acres. The only difference in the before and after condition of the property is the construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by Reginashae Thomas containing +/- 8,400 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 70 sf or 0.0016 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement is 80 feet of fencing, two bushes and 5 trees. Most of the trees are wild growing, non landscaped trees.

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc. The wood privacy fence may lie in the present right of way, but will be replaced in like kind by the contractor if affected. Two landscaped trees were compensated at \$725/each for the loss of privacy/ landscaping.

As noted above, the only items in the TCE were 80 feet of fencing, several wild bushes and trees. The fencing will be replaced by the contractor if affected, and thus were not compensated to the landowner. Although the trees are wild growing trees, they provide some aesthetics and privacy. Two trees at \$725/each plus 10% contingency + 7% taxes were included for the trees, or \$1,700

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 8,400 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

$70 \text{ sf} \times \$1.50 \text{ per sf} \times 10\% \times 3 \text{ years} = \31.50 rounded to \$100.00.

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 70 sf or 0.0016 acres	\$100.00
Improvement Damages	\$1,700
Total Compensation	\$1,800

It appears that the privacy fence located on the property is south of the property line. The fence and trees do not appear to be in the T.C.E. However, if the fence is damaged or removed, it will be replaced by the contractor.

Subject Photos



1. Looking West along the TCE from Hall Avenue (TCE is behind the fence) .



2. Looking East at the TCE from Hall Avenue (TCE is behind the fencing) .



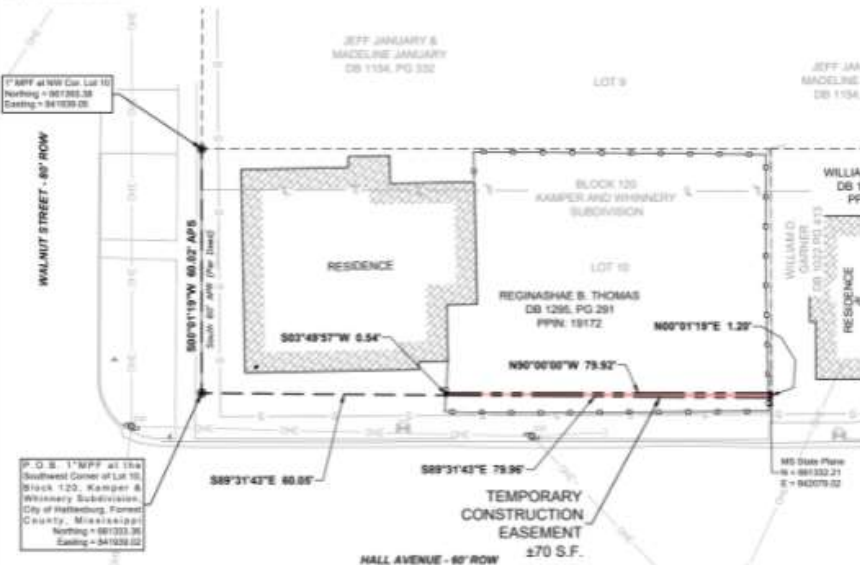
3 Close up view of the fence, TCE behind the fenced in area.

R.O.W. MAP

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT REGINASHAE B. THOMAS PPIN# 19172

A temporary construction easement located in Lot 10 of Block 120 of the Kamper and Whinnery Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ}00'14''12.79''$ and using grid distances with a combined factor of 0.999970320 (determined at the southwest corner of Lot 10, Block 120 of the Kamper and Whinnery Subdivision.)

Commence at a 1" metal pipe found at the Southwest corner of Lot 10, Block 120 of the said Kamper and Whinnery Subdivision, said point having grid coordinates of N = 661333.36, E = 841939.02; thence South $89^{\circ}31'43''$ East along the North right-of-way of Hall Avenue for 60.05 feet to the POINT OF BEGINNING; thence continue along said right-of-way South $89^{\circ}31'43''$ East for 79.96 feet to the East line of the property described in Deed Book 1295 at Page 291 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi; thence leaving said right-of-way, run North $00^{\circ}01'19''$ East along the East boundary of said property for 1.20 feet; thence leaving said east line, run North $90^{\circ}00'00''$ West for 79.92 feet; thence South $03^{\circ}48'57''$ West for 0.54 feet back to the Point of Beginning. Said easement contains 70 square feet more or less.



LEGEND

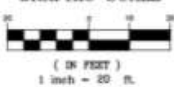
---	PROPOSED EASEMENT
---	DEED OF TRUST
---	MORTGAGE BOOK
---	DEED BOOK
---	PAGE
---	FOUND CORNER TOP PIPE
---	FOUND METAL PIPE
---	FOUND IRON ROD
---	FOUND NAIL
---	RAILROAD SPIKE FOUND
---	SET 1" IRON NAIL
---	POINT OF BEGINNING
---	POINT OF COMMENCEMENT
---	UTILITY POLE
---	MONUMENT FOUND
---	WOOD OR DEC. IRON FENCE
---	CHARLIE FENCE
---	DEED LINE
---	LOT LINE
---	TIE LINE
---	OVERHEAD POWER LINE
---	GAS LINE

REFERENCE MATERIAL:

1. Kamper and Whinnery Subdivision
the City of Hattiesburg
2. Forrest County Tax Maps
3. WD - DB 1295, PG 291
4. WD - DB 1154, PG 332
5. CRD - DB 1032, PG 413



GRAPHIC SCALE



NOTES:

1. Class "B" Survey
2. No Additional Record Search for Easements was Conducted
3. Date of Field Survey: Jan. 17, 2022
4. Orientation is based on GPS observation. Grid North, as referenced to MS State Plane Coordinate System, East Zone

STATE PLANE DATA

State Plane Zone: MS East Zone
Datum: NAD 1983
Combined Factor: 0.999970320
Convergence Angle: $-0^{\circ}00'14''12.79''$
Reference Point: SW Corner of Block 120, Kamper and Whinnery

TEMPORARY CONSTRUCTION EASEMENT

HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com

PREPARED FOR:



PROPERTY OWNER:

Reginashae B. Thomas
PPIN: 19172

CCE NO.: 76242056

SCALE: 1" = 20'

DATE: 1/17/2022

CHECKED: RTB

DRAWN: JS

SHEET 1 OF 1

Drawing Location: R:\76242056\DWG\76242056-TC2.dwg



ATLAS

Waiver Valuation

Tax Parcel No.:	2-029P-10-370.00 PPIN 019173	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	William, Garner	Address:	608 Hall Avenue Hattiesburg, MS 39402

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . . “.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029P-10-370.00 PPIN 019173	\$0	\$0	\$100.00	\$0	\$100.00

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/30/2022

(Print Name and Title)

Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-029P-10-370.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 2,500 S.F. site which equals 0.057 acres. The total size after the acquisition will be +/- 2,500 SF or 0.057 acres. The only difference in the before and after condition of the property is the construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by William Garner containing +/- 2,500 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 70 sf or 0.0016 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement is +/- 45 square feet of grass and a concrete walk way that leads up to the house from the sidewalk.

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc.

As noted above, the only items in the TCE +/- 45 square feet of grass and a concrete walk way that leads up to the house from the sidewalk. The grass and walkway will be replaced by the contractor if affected, and thus were not compensated to the landowner.

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 2,500 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

70 sf x \$1.50 per sf x 10% x 3 years = \$31.50 rounded to \$100.00.

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 70 sf or 0.0016 acres, Nominal Value)	\$100.00
Total Compensation (Rounded)	\$100.00 \$100.00 (RO)

Subject Photos

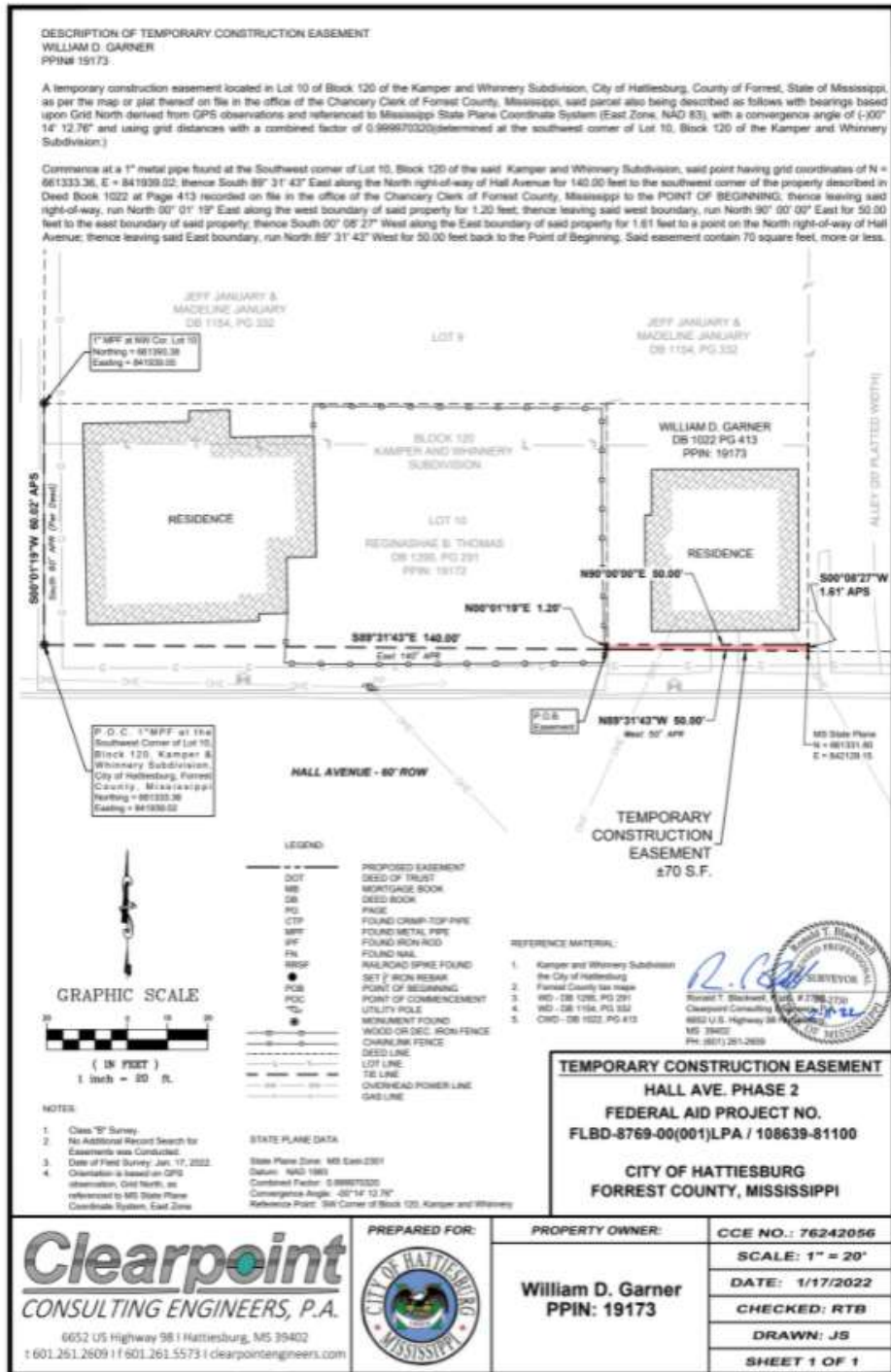


1. Looking West along Hall Avenue at the TCE.



2. Looking East down Hall Avenue at the TCE.

R.O.W. MAP





ATLAS

Waiver Valuation

Tax Parcel No.:	2-029P-10-369.00 PPIN 019174	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	Patrice A. Butler	Address:	134 City Park Circle Hattiesburg, MS- 39401
Phone:			

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . *the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . .*”.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) *An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.*”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . *Waiver valuations are not appraisals as defined by the Uniform Act and these regulations*” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “*therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.*” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029P-10-369.00 PPIN 019174	\$0	\$550.00	\$100	\$0	\$650

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/11/2022

(Print Name and Title)

Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-029P-10-369.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 3,600 S.F. site which equals 0.0826 acres. The total size after the acquisition will be +/- 3,600 SF or 0.0826 acres. The only difference in the before and after condition of the property is the construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by Patrice A. Butler containing +/- 3,000 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 104 sf or 0.002 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement are two landscaped bushes +/- 30 square feet of grass, and a concrete steps leading up to the front porch (with a wooden ramp built on top of the steps and handrail). The City will replace the grass and access ramp at their cost following construction. Due to the city handling these costs, the only compensable items were the landscaped bushes. Each landscaped bush was given a replacement cost of \$275

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc.

As noted above, the only items in the TCE were two bushes, a chain linked fence, and a concrete steps leading up to the front porch (with a wooden ramp built on top of the steps with handrail). The fencing, concrete steps, grass, handrail, and wooden ramp will be replaced by the contractor if affected, and thus were not compensated to the landowner. The bushes will be compensated

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 3,600 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

104 sf x \$1.50 per sf x 10% x 3 years =\$46.80 rounded to \$100.00.

Shrubs: \$275.00 x 2 = \$550.00

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 104 sf or 0.0023 acres, Nominal Value)	\$100
Cost-to-Cure Damages (W)	\$550.00
Cost-to-Cure Damages (T)	\$0
Total Compensation (Rounded)	\$650 \$650.00 (RO)

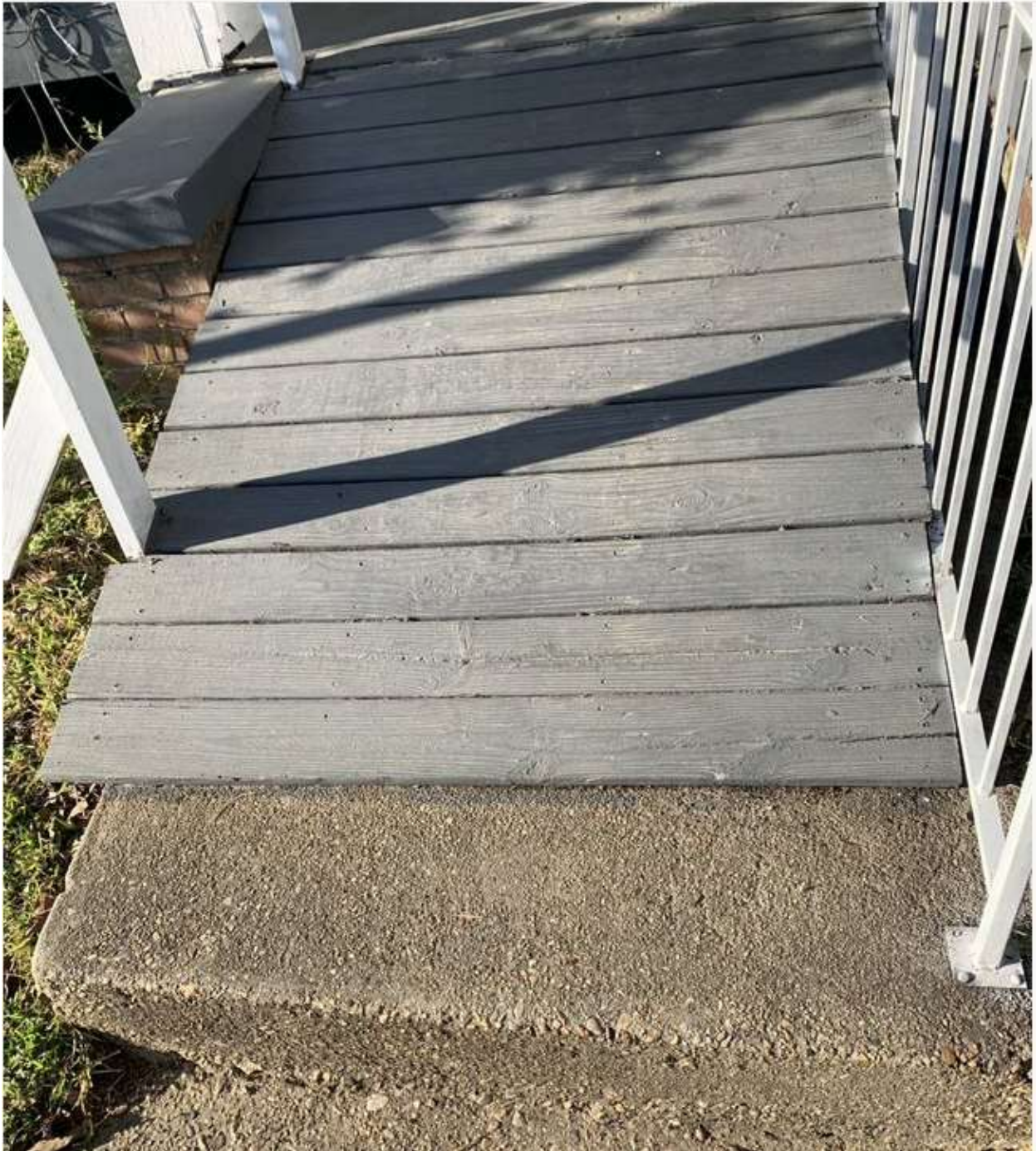
Subject Photos



1. View of the TCE looking East down Hall Avenue.



2. View of the TCE looking West down Hall Avenue.



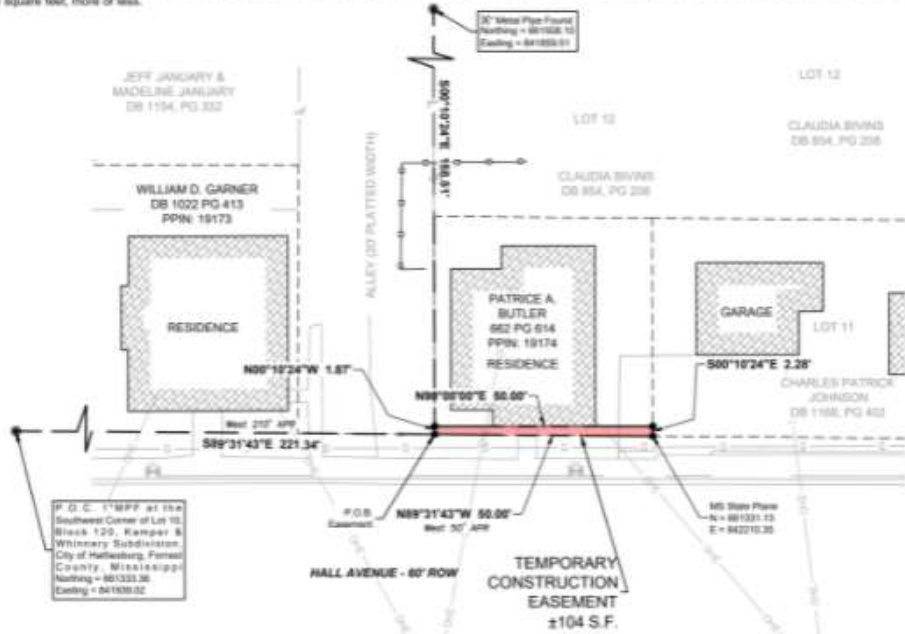
3. View of the concrete steps, with wooden ramp built over them and handrail.

R.O.W. MAP

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PATRICE A. BUTLER PPIN# 19174

A temporary construction easement located in Lot 11 of Block 120 of the Kamper and Whinnery Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 12.76" and using grid distances with a combined factor of 0.999970320 (determined at the southwest corner of Lot 10, Block 120 of the Kamper and Whinnery Subdivision):

Commence at a 1" metal pipe found at the Southwest corner of Lot 10, Block 120 of the said Kamper and Whinnery Subdivision, said point having grid coordinates of N = 661333.36, E = 841938.02; thence South 89° 31' 43" East along the North right-of-way of Hall Avenue for 221.34 feet to the southwest corner of the property described in Deed Book 662 at Page 614 recorded on file in the office of the Chancery Clerk of Forrest County, Mississippi to the POINT OF BEGINNING; thence leaving said right-of-way, run North 00° 10' 24" West along the west boundary of said property for 1.87 feet, thence leaving said west boundary, run North 90° 00' 00" East for 50.00 feet to the east boundary of said property; thence South 00° 10' 24" East along the East boundary of said property for 2.25 feet to a point on the North right-of-way of Hall Avenue; thence leaving said East boundary, run North 89° 31' 43" West along said north right-of-way for 50.00 feet back to the Point of Beginning. Said easement contain 104 square feet, more or less.



NOTES:

1. Class "B" Survey
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Jan. 17, 2022
4. Computation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

STATE PLANE DATA

State Plane Zone: MS East-2891
Datum: NAD 1983
Combined Factor: 0.999970320
Convergence Angle: -00°14'12.76"
Reference Point: SW Corner of Block 120, Kamper and Whinnery

 Clearpoint CONSULTING ENGINEERS, P.A. 6652 US Highway 98 Hattiesburg, MS 39402 t 601.261.2609 f 601.261.5573 clearpointengineers.com	 PREPARED FOR: CITY OF HATTIESBURG MISSISSIPPI	PROPERTY OWNER:	CCE NO.: 76242056
		Patrice A. Butler	SCALE: 1" = 20'
		PPIN: 19174	DATE: 1/17/2022
			CHECKED: RTB
			DRAWN: JS
			SHEET 1 OF 1

Drawing Location: S:\6642056\DWG\76242056-TCE.dwg



Waiver Valuation

Tax Parcel No.:	2-029P-10-368.00 PPIN 019175	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	Charles Patrick Johnson	Address:	617 Court Street Hattiesburg, MS 39401
Phone:			

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . *the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . .*”.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) *An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.*”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . *Waiver valuations are not appraisals as defined by the Uniform Act and these regulations*” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “*therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.*” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029P-10-368.00 PPIN 019175	\$0	\$3,510	\$200	\$0	\$3,710

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/11/2022

(Print Name and Title)

Brandon Boswell /Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-029P-10-368.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 6,500 S.F. site which equals 0.143 acres. The total size after the acquisition will be +/- 6,500 SF or 0.143 acres. The only difference in the before and after condition of the property is the temporary construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by Charles Patrick Johnson containing +/- 6,500 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 400 sf or 0.009 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement are 3 landscaped bushes and 3 landscaped trees.

The landscaped bushes were compensated at \$275/bush or	\$825
The three affected landscaped trees were replaced at \$725/each	\$2,175
Total landscaping + 17% contingency and taxes	\$3,510

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, curbing, driveways, etc.

As noted above, the only items in the TCE were three bushes and three trees. The grass, concrete, curbing, will be replaced by the contractor if affected, and thus were not compensated to the landowner.

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$.57 to \$1.27 per square foot. The subject contains 6500 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

400 sf x \$1.50 per sf x 10% x 3 years =\$180 rounded to \$200

Landcaping lost in the TCE \$3,510

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 400 sf	\$200
Improvement Damages	\$3,510
Total Compensation (Rounded)	\$3,710 \$3,710 (RO)

Subject Photos



1. View of the TCE looking West down Hall Avenue.

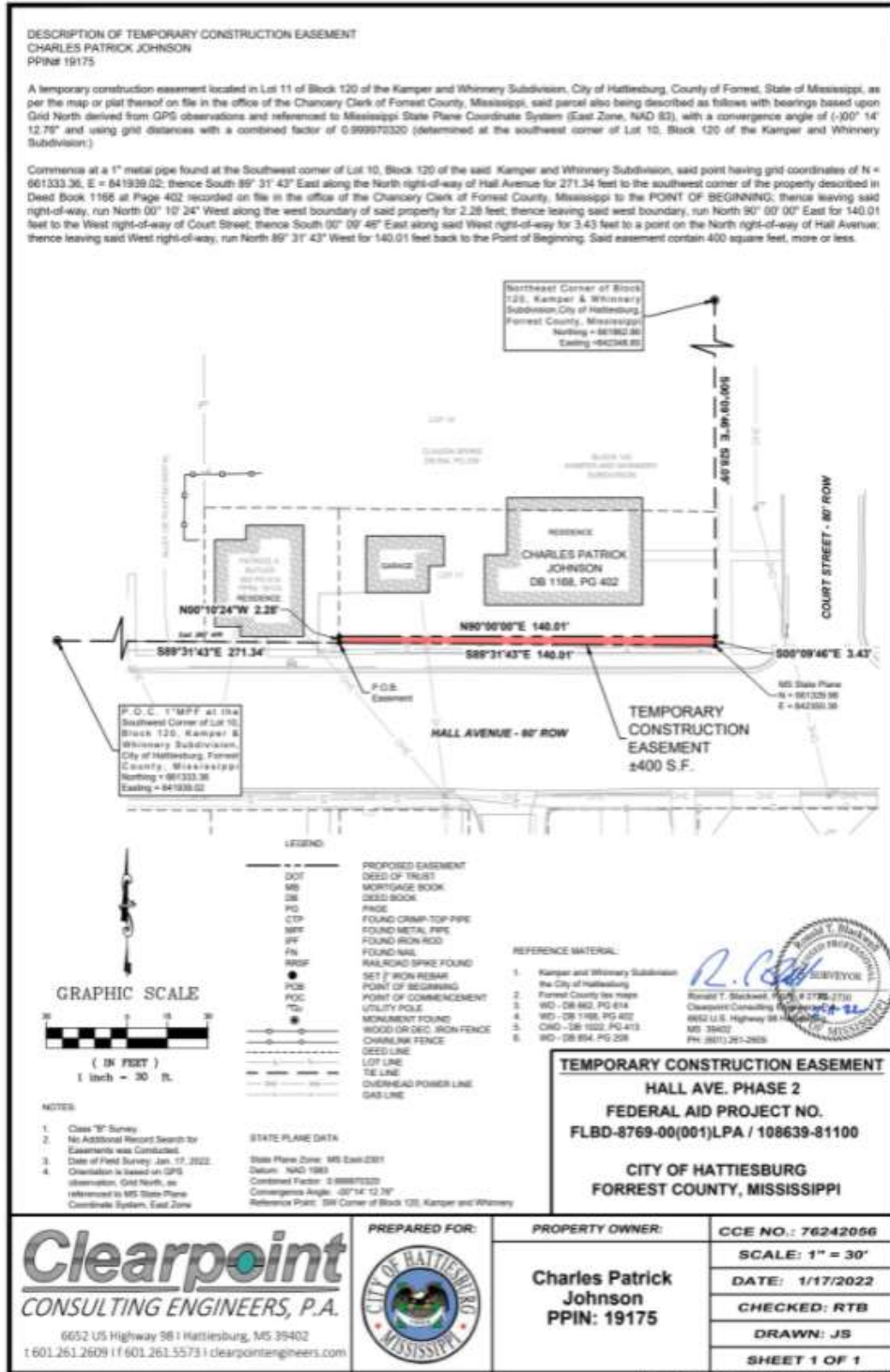


2. Additional view of the TCE looking West down Hall Avenue .



3. View of the plants and trees that are in the TCE.

R.O.W. MAP





Waiver Valuation

Tax Parcel No.:	2-038B-15-058.00 PPIN 23748	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	Paul and Beatrice Meyers	Address:	701 Dabbs Street Hattiesburg, MS 39402

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . . “.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . Waiver valuations are not appraisals as defined by the Uniform Act and these regulations” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-038B-15-058.00 PPIN 23748	\$0	\$275.00	\$300.00	\$0	\$575.00 \$575.00 (RO)

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)
(Print Name and Title)

Date: 03/11/2022
Brandon Boswell / Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project
Parcel: 2-038B-15-058.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 10,125 S.F. site which equals 0.2324 acres. The total size after the acquisition will be +/- 10,125 SF or 0.2324 acres. The only difference in the before and after condition of the property is the temporary construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by Paul & Beatrice Meyers containing +/- 10,125 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 625 sf or 0.014 acres, more or less and located along the southern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement is +/- 125 feet of chain linked fence, with small bricks placed at the base and one shrub.

Per email correspondence with the project engineer, any landscaping other than typical grass will be compensated. The contractor will reconstruct any structures in the TCE such as fencing, driveways, etc.

As noted above, the only items in the TCE is a chain link fence, with bricks placed at the base and one shrub. The fencing and bricks will be replaced by the contractor if affected, and thus were not compensated to the landowner. The one shrub will be compensated.

The shrub was given a replacement cost of \$275.00.

Sales Data Utilized for Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	New man Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 10,125 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

625 sf x \$1.50 per sf x 10% x 3 years =\$281.25 rounded to \$300.00.

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 625 sf or 0.014 acres, Nominal Value)	\$300.00
Improvement Damages	\$275
Total Compensation (Rounded)	\$575.00 \$575.00 (RO)

Subject Photos



1. View of the temporary easement area looking West down Hall Avenue.

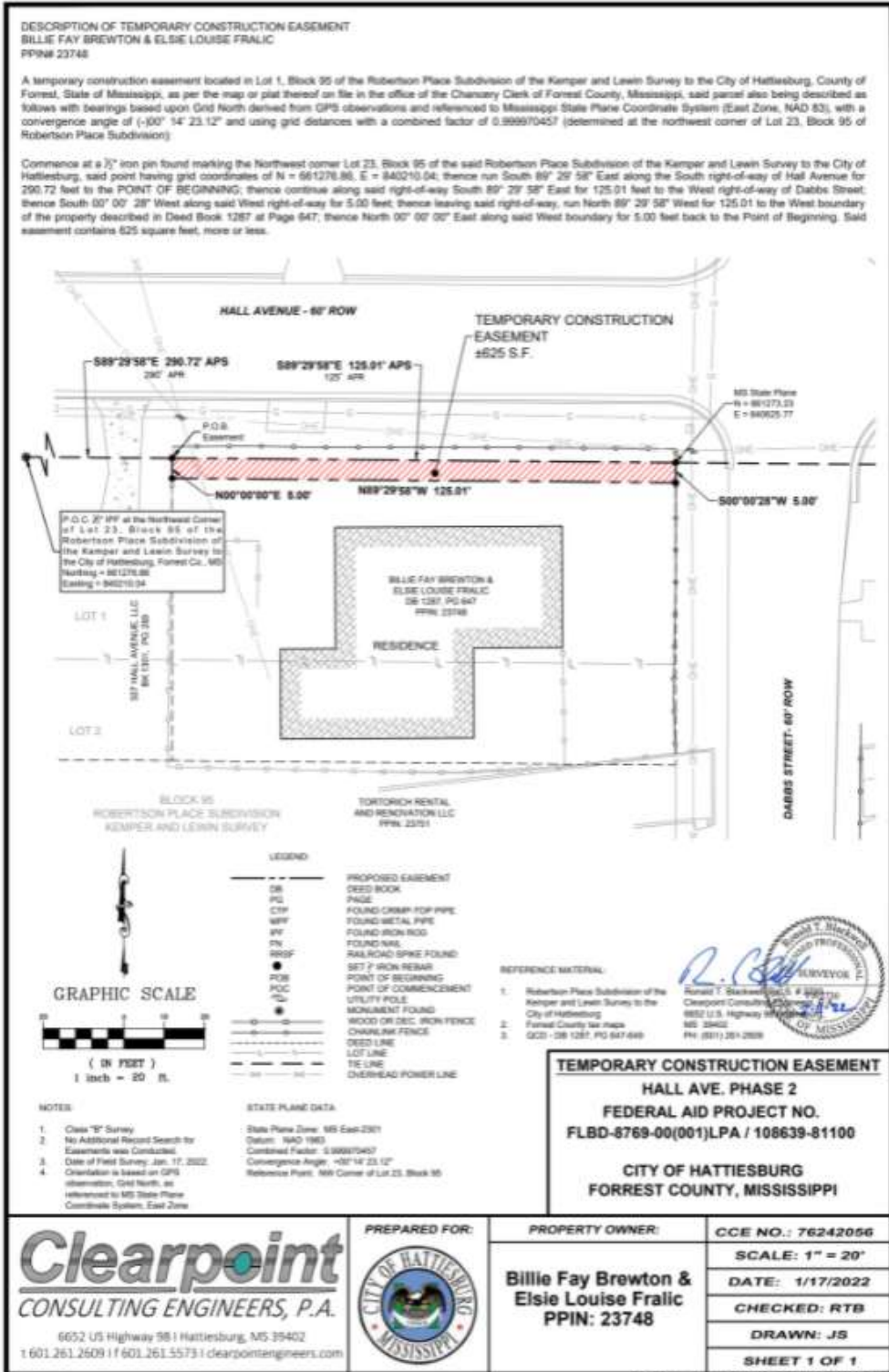


2. View of the temporary easement area looking East down Hall Avenue.



3. View of the temporary easement looking West along Hall Avenue.

R.O.W. MAP





ATLAS

Waiver Valuation

Tax Parcel No.:	2-029O-10-292.00 PPIN 13184	Project No.:	Hall Avenue West Project
County:	Forrest		
Owner:	Grant Keyland	Address:	618 Ronnie Street Hattiesburg, MS 39401
Phone:			

The valuation contained in this report is prepared pursuant to statutory authorization by the Mississippi Code, § 43-37-3: “. . . *the acquiring . . . agency . . . may adopt a procedure in compliance with federal regulations to waive the appraisal in cases involving the acquisition by sale or donation of a property with a low fair market value. For purposes of this chapter, property with a low fair market value is property with a fair market value of ten thousand dollars (\$10,000.00), or less . . .*”.

Federal regulation at 49 CFR 24.102 provides: “. . . (2) *An appraisal is not required if: . . . (ii) The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data . . . (A) When an appraisal is determined to be unnecessary; the Agency shall prepare a waiver valuation.*”

Under authority of the Mississippi Code, § 43-37-3, to adopt procedures in compliance with federal regulations, and per 49 CFR 24.102, Appendix A: “. . . *Waiver valuations are not appraisals as defined by the Uniform Act and these regulations*” [42 U.S.C. §4601, et seq., and 49 CFR Part 24]; “*therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule.*” Therefore, pursuant to Federal regulation and State law, the valuation reported in this document was performed under the allowances specified in the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice.

Summary of Allocation of Compensation for All Interests:					
(All Interests – Q interest, Easements, Warranty, Etc.)					
Parcel No.	Land	Improvements	Easements	Damages	Total
2-029O-10-292.00 PPIN 13184	\$0	\$3,400	\$250.00	\$0	\$3,650

I certify to the best of my knowledge and belief:

The statements I have provided in this report are true and correct;

I have no present or prospective interest in the property valued and any personal interest or bias with respect to the parties involved;

Any decrease or increase in the fair market value of the real property prior to the date of valuation, caused by the public improvement for which such property, is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

Preparer of Valuation

(Signature)

Date: 03/11/2022

(Print Name and Title)

Brandon Boswell /Atlas Right of Way Services

Special Notice to Acquisition Agents:

This valuation is valid for preparation of the FMVO only if accompanied by a signed and dated “Establishment of Just Compensation Offer” form.

Project: Hall Avenue West Project

Parcel: 2-0290-10-292.00

Basis of Valuation

Date of Inspection: 03/11/2022

Size and Description of Total Ownership BEFORE and AFTER

The total size before acquisition is a +/- 26,000 S.F. site which equals 0.597 acres. The total size after the acquisition will be +/- 26,000 SF or 0.597 acres. The only difference in the before and after condition of the property is the construction easement for 3 years.

Size of Larger Parcel Used for Valuation Process (if less than size of total ownership)

The property owned by Grant Keyland containing +/- 26,000 square feet, more or less was the larger parcel and valued in this report.

Description of Acquisition(s) including: type (Q, T, W), existing use, size, features

The temporary construction easement area contains +/- 539 sf or 0.012 acres, more or less and located along the northern right of way of Hall Avenue. The property was determined to have a highest and best use of residential. All cost and responsibility of any utilities being affected within the temporary easement will be handled by the City of Hattiesburg and utility companies to keep them functioning and usable. Located in the temporary easement is +/- 180 feet of chicken wire fencing that contains metal support post and gate supported by two wooden post in the acquisition. Per email correspondence with the project engineer, the contractor will reconstruct any structures in the TCE such as fencing, driveways, etc. Any grass will be replanted.

As noted above, the only items in the TCE were chicken wire fencing (to be replaced by contractor), metal gate, and random scattered trees. The fencing and gates will be replaced by the contractor if affected, and thus were not compensated to the landowner.

There are multiple wild growing bushes, random small trees, and multiple large trees. None of the trees appear to be specifically planted, landscaped trees. However, if the existing trees are removed, some privacy is lost. Each and every wild growing bush and tree was not compensated, although one tree per 50' was included for the property owner to re-establish some privacy. A total of 4 landscaped trees at \$725/tree was included, plus 10% contingency, 7% taxes, for a total of \$3,400.

Sales Data Utilized for Waiver Valuation Process

Sale #	Address	Size	Sale Price	Price/SF	Sale Date
L-1	Walnut Street	0.362	\$20,000	\$1.27	04/07/16
L-2	North 24 th Avenue	0.848	\$22,000	\$0.60	04/07/17
L-7	Newman Street	0.150	\$7,750	\$0.57	01/19/22

The sales ranged from \$0.57 to \$1.27 per square foot. The subject contains 26,000 square feet and is similar to the sales. Considering these sales and some adjustments for market conditions, a unit value of \$1.50 per square foot was used for the subject property. This unit value has been used for the TCE calculation. No permanent acquisition, improvements or landscaping were compensated to the owner. A 10% lease rate per year was used for the TCE. The TCE calculation is shown below.

539 sf x \$1.50 per sf x 10% x 3 years = \$242.55 rounded to \$250.00.

Landscaping	\$3,400
-------------	---------

Compensation Calculations (show all calculations)	
Land (sf x \$.00 sf)	\$0
Easements (Prescriptive Easement – 539 sf)	\$250
Improvements (Landscaping)	\$3,400
Total Compensation	\$3650

Subject Photos



1. Looking East along the temporary easement located along Hall Avenue, temporary easement marked in yellow.



2. View of the temporary easement area looking East along Hall Avenue, temporary easement marked in yellow.



3. View of the gate in temporary easement to be replaced by contractor if affected temporary easement market in yellow .



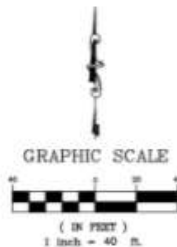
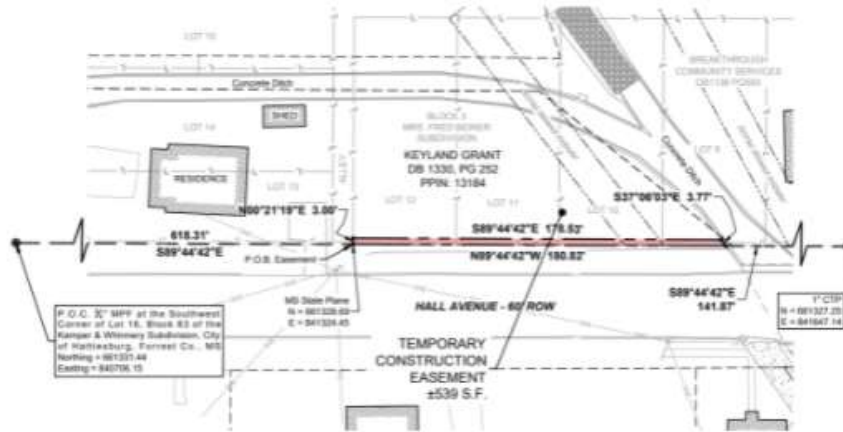
4. View of the property looking West along Hall Avenue, temporary easement market in yellow.

R.O.W. MAP

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT KEYLAND GRANT PPIN# 13184

A temporary construction easement located in Lots 9, 10, 11 and 12, Block 3 of the Mrs. Fred Seiner Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel also being described as follows with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-00° 14' 20.15") and using grid distances with a combined factor of 0.999970519 (determined at the southwest corner of Lot 16, Block 83 of the Kamper and Whinnery Subdivision):

Commence at a 1/2" metal pipe found marking the Southwest corner Lot 16, Block 83 of the said Kamper and Whinnery Subdivision to the City of Hattiesburg, said point having grid coordinates of N = 961331.44, E = 840706.15; thence run South 89° 44' 42" East along the North right-of-way of Hall Avenue for 618.31 feet to the Southeast corner of Lot 12 of the said Mrs. Fred Seiner Survey or Addition to the City of Hattiesburg to the POINT OF BEGINNING; thence leaving said right-of-way, run North 00° 21' 10" East along the West line of said Lot 12 for 3.00 feet; thence leaving said West line, run South 89° 44' 42" East for 178.53 feet to a point on the west wall of a concrete paved ditch; thence South 37° 06' 03" East along said ditch for 3.77 feet to the North right-of-way of Hall Avenue; thence leaving said ditch, run North 89° 44' 42" West along said right-of-way for 180.82 feet back to the Point of beginning. Said easement contains 539 square feet, more or less.



LEGEND:

DB	DEED BOOK
PG	PAGE
CTP	FOUND CROWN TOP PIPE
WPF	FOUND METAL PIPE
WFF	FOUND IRON ROD
FN	FOUND NAIL
RSPF	RAILROAD SPIKE FOUND
SET P-IRON REBAR	POINT OF BEGINNING
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
UD	UTILITY DUCT
MONUMENT FOUND	MONUMENT FOUND
WOOD OR DEC. IRON FENCE	WOOD OR DEC. IRON FENCE
CHAIN LINK FENCE	CHAIN LINK FENCE
DEED LINE	DEED LINE
LOT LINE	LOT LINE
TE LINE	TE LINE
OVERHEAD POWER LINE	OVERHEAD POWER LINE
GAS LINE	GAS LINE

REFERENCE MATERIAL:

1. Kamper and Whinnery Survey to the City of Hattiesburg
2. Forrest County tax maps
3. QCD - DB 1330, PG 252
4. Mrs. Fred Seiner Survey to the City of Hattiesburg



NOTES:

1. Class "B" Survey
2. No Additional Record Search for Easements was Conducted
3. Date of Field Survey: Jan. 11, 2022
4. Observation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

STATE PLANE DATA

State Plane Zone: MS East 2301
Datum: NAD 1983
Combined Factor: 0.999970519
Convergence Angle: -00° 14' 20.15"
Reference Point: SW Corner of Lot 16, Block 83

TEMPORARY CONSTRUCTION EASEMENT

HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Clearpoint
CONSULTING ENGINEERS, P.A.

6652 US Highway 98 | Hattiesburg, MS 39402
1.601.261.2609 | 1.601.261.5573 | clearpointengineers.com



PROPERTY OWNER:
Keyland Grant
PPIN: 13184

CCE NO.: 76242056
SCALE: 1" = 40'
DATE: 1/17/2022
CHECKED: RTB
DRAWN: JS
SHEET 1 OF 1

Drawing Location: R:\7642056\DWG\7642056-TCE.dwg



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Authorize acquisition of part or all of two parcels of property identified by the attached legal descriptions for the Hall Avenue Overpass West project; Acknowledge receipt of a combined Appraisal Report for said parcels; Determine the combined appraisal value of \$21,225.00 to be Just Compensation for both parcels; Authorize the Mayor or his representative to make a Fair Market Value offer for said parcels; Authorize the Mayor to execute any and all documents required to complete the transaction and issue manual check in payment upon closing of transaction.
File Number: 2022-301
Minute Book #

Summary

Authorize acquisition of part or all of two parcels of property identified by the attached legal descriptions for the Hall Avenue Overpass West project; Acknowledge receipt of a combined Appraisal Report for said parcels; Determine the combined appraisal value of \$21,225.00 to be Just Compensation for both parcels; Authorize the Mayor or his representative to make a Fair Market Value offer for said parcels; Authorize the Mayor to execute any and all documents required to complete the transaction; Authorize the issuance of a manual check in payment upon closing of transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	FILE #'S 12 & 13
Owner	Hattiesburg Public School District
Occupied / Leased	Vacant
County	Forrest
Project Number	108639-81100
FAP Number	FLBD-8769-00(001)
Project Description	Hall Avenue West Project / Bay Street to West Pine Street
Effective Date of Review Report	1/17/2022
Review Report Date	03/04/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Hattiesburg Public School District
Parcel No:	FILE #S 12 & 13
Project No:	108639-81100
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	01/17/2022	Report Date: 03/04/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 0.32 Acres
	☐ Easement	Area of Remaining Tract 0.00 Acres
	☐ Other	Area to be Acquired 0.32 Acres

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. FILE #S 12 & 13

Project No. 108639-81100

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 1/17/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 1/18/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$21,225	\$0	\$21,225
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is a vacant tract of land located along the east and west sides of the Norfolk Southern Railroad. Being on either side of the railroad, the property is identified as two (2) separate tracts; however, these tracts have unity of ownership; unity of use; but are divided by the current railroad ROW. The parcels are situated within NE ¼ NE ¼ Section 16, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. As the subject area was once part of a railroad corridor and not currently leased, there are no tax parcels for the two tracts. The total property consists of 16.23 acre of former railroad ROW being 50' wide x 1.34 miles on either side of the railroad. Note; the appraiser indicates the total property to be the 0.32 acres of acquisition area or the larger parcel utilized for appraisal purposes. The subject property's larger parcel consists of a total of 0.32 Acres or 14,150 sq. ft.± in two (2) separate tracts being somewhat rectangular in shape. Reportedly, the subject property has approximately 284 linear feet of frontage along the west side of Guy Eaton Street being the area west of the railroad. The western tract would be accessible from Hall Avenue across adjacent surplus property. Currently there are no improved access points to either tract. Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection. As previously indicated, the subject property is a vacant tract of land in two parcels being somewhat rectangular in shape. The topography of the site was level with the tract along Guy Eaton Street being at road grade and western	

tract being level above the grade of the railroad with drainage appearing to be adequate with none of the site(s) being located within a designated flood zone. Adjacent land uses consist of improved residential properties and vacant land. As these parcels were previously part of a former railroad transportation corridor with no tax id numbers, they were not subject to zoning. Adjacent land use include commercial, special purpose, and the railroad corridor.

Within both the "whole tract" discussion and the "larger parcel" discussion, the appraiser discussed the fact the property is a total of 16.23 acres more or less after the railroad ROW was reduced from 200 linear feet in width to 100 linear feet in width. The reduction left surplus property along both sides of the existing railroad transportation corridor. Hence, the total tract is the 16.23 acres more or less. Within the larger parcel discussion, the appraiser discussed that the area of acquisition would be the "larger parcel" due to the nature of the total property being narrow and extremely elongated in shape along both sides of the existing or remaining railroad corridor. The appraiser discussed that the 0.32 acres has a consistent highest and best use (unity of use;) under the same ownership; although not contiguous. Note; all three attributes do not have to be present for an area to be part of a larger parcel.

Within the highest and best use discussion, the appraiser discussed the lack of zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be assemblage to the adjoining commercial and special purpose properties as these parcels are in an area of commercial uses. The acquisition is a total take; hence, no discussion for highest and best use in the after condition.

The acquisition area consists of the total property or 0.32 acres or 14,150 sq. ft.±. There is no remainder. The property is vacant with no improvements.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rational for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. The appraiser gave an Acquisition Guide and other materials related to the subject property to the owner's representative at the time of the property inspection. The appraiser made a detailed inspection of the property at this time. The appraisal was completed as an Appraisal Report of Land; which is the correct format as "land only" was being valued in the before condition with no after valuation due to the property being a total acquisition. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before value using the market approach to value. The cost approach was not utilized as "land only" was being valued. Additionally, the Income Approach was not developed due to the lack of income data for vacant land. The market data for the property as vacant was adequate to provide a credible assignment result. In the valuation of the subject's site identified consisting of 0.32 acres more or less or 14,150 sq. ft.± , the appraiser analyzed three (3) land sales ranging in size from 0.35 acres± to as large as 1.70 acres±. The sales ranged in price per square foot from a low of \$1.02/sq. ft. to a high of \$2.85/sq. ft. having occurred between 10/20 and 07/21. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales all required a modest time adjustment, 5% per year, otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required. Sales L-6 and L-9 (second and third sale analyzed) were adjusted 5% for time. All three (3) sales were considered somewhat similar to the subject property with all three (3) sales considered.	

After adjustments for the elements of comparison discussed, the adjusted range in value was between a low of \$1.02/sq. ft. to a high of \$2.99/sq. ft. For appraisal purposes, a unit value of \$1.50/sq. ft. was adopted or **\$21,225 RO**. The unit value was based on all three sales with emphasis placed on the lower end of the range due to the highest and best use being assemblage with limited market participants.

The acquisition is a complete take; hence, there is no after value.

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$21,225**.

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a total acquisition from a vacant tract of land, the appraiser completed a total before value of the subject property's larger parcel in the before condition. The acquisition was a total take of the larger parcel; hence, there is no after condition. The appraiser has properly applied the Sales Comparison Approach for the value of the "total property." The Cost and Income approaches to value were not considered necessary due to the available market data being adequate.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$21,225**.

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$21,225 and is recommended as the basis for the establishment of the amount believed to be just compensation.

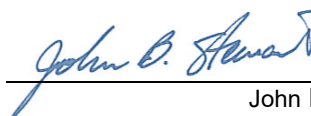
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
FILE #'S 12 & 13	\$21,225	\$0	\$0	\$21,225
Total: Twenty-One Thousand Two Hundred Twenty-Five Dollars				

Date
3/04/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. FILE #'S 12 & 13

Project No. 108639-81100

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have performed a prior review on an appraisal of the subject property before the most recent revision within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$21,225.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 3/04/2022

Parcel No. FILE #S 12 & 13

Project No. 108639-81100

Review Appraisal Report

APPRAISAL REPORT of LAND

Parcel Number(s) Project File #12 and 13 (No tax parcels exist)
Owner Hattiesburg Public School District
Vacant / Occupied / Leased Vacant
County Forrest
Project Description Hall Avenue West Project
Effective Date of the Appraisal 02/17/2022
Report Date 03/04/2022
Report Requested for Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	Forrest County		
Owner(s):	Hattiesburg Public School District	Address:	301 Mamie Street, Hattiesburg, MS 39401
Phone:	601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager) and (601) 620-8509 (Dr. Michael Battle)		
Occupant(s):	N/A	Address:	N/A
Phone:			

Estate Appraised:	☒ Fee ☐ Easement ☐ Quit-Claim	Area of Whole Tract Area of Remaining Tract Area to be Acquired	+/- 0.32 Acres +/- 0.00 Acres +/- 0.32 Acres
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Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	02/17/2022
The property owner or their designated representative was offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A letter, LPA acquisition guide, ROW packet, contact letter and plat map were emailed to the leasehold interest during the property inspection on February 17 th , 2022. George Null met with Mike Ainsworth (16th Section Land Manager) on the subject property on 02/17/2022. We inspected the two parcels that are the subject of this report, as well as the adjacent long term leasehold properties. We discussed the type of instrument needed to convey the school boards interest. During this discussion, we called Joseph Tullos, the attorney preparing the deeds for the city, and discussed submitting these instruments to Bill Chaney at the Secretary of State's office, as well as to Mississippi Department of Transportation for approval. Mr. Ainsworth stated that there is a March 8th, 2022, school board meeting that he will try to get these instruments submitted for approval. I documented this inspection with photographs found in this report.	
Contact Comments	Mike Ainsworth is the POC (601) 264-6010.
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee:
Terms:	

Appraiser:		
(signature)	George Null, MAI	
(print name)	State Certified General Real Estate Appraiser, GA-679	
(license type)		

Date: 03/04/2022

Summary of Facts and Findings

Project No. FLBD-8769-00(001) LPA / 108639-81100	Parcel No. Files #12 and #13
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Property Owner: (Fee Simple) Hattiesburg Public School District (HPSD) Address: 301 Mamie Street, Hattiesburg, MS 39401 Phone: (601) 264-6010 (Michael Ainsworth, 16 th Section Lands Manager) and (601) 620-8509 (Dr. Michael Battle)	Leasehold (Tenants) : None Address: Phone:
--	---

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is located along the west and east sides of the Norfolk Southern Railroad Right of Way and along the west side of Guy Easton Street. This is surplus property from a former railroad property. The subject properties are located in the NE1/4 of the NE1/4 of Section 16, Township 4North, Range 13 West, the City of Hattiesburg in Forrest County, Mississippi. The subject property is adjacent to a and formerly a part of a transportation corridor for Norfolk Southern railroad. This area originally contained 32.46 acres of land across the entire 16 th section. This area was reduced in 1983 to a 100' R.O.W. which reduced the gross area to 16.23 acres. A 16.23 acre easement was purchased from the Hattiesburg Public school district in 1983 for \$158,800 by Alabama Great Southern railroad, with additional damages of \$135,532 for the use of an additional 16.23 acres of land for the former use of a 200' R.O.W. for 30.5 years. (1953-1983). This R.O.W. was reduced from 200' to 100' in 1983 per the Mutual Release of claims found in the addenda. This reduction in right-of-way left surplus property that adjoins the railroad. This surplus property is contained in this relinquished 16.23 acre parcel.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple. The property is appraised as a Fee Simple estate. It should be noted that due to School board policy and state law the conveyance will be a permanent easement, with a reverter clause in case the use as a road ever changes. However, due to the perpetual easement conveyance, the property was valued as being conveyed in Fee.	

Size of the Whole Tract (Before):	+/- 0.32 Acres
Size of the Remaining Parcel (After):	+/- 0.00 Acres
Size of the Area to be Acquired:	+/- 0.32 Acres

Highest and Best Use Before (Whole Tract):	Assemblage
Highest and Best Use After (Whole Tract):	Assemblage

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 0.32 Acres
Highest and Best Use of the Larger Parcel(s)	Assemblage

Unit Value of the Land (Before)	\$1.50/sf
Unit Value of the Land and Improvements (Before)	\$0.00/sf
Unit Value of the Land (After)	\$1.50/sf
Unit Value of the Land and Improvements (After)	\$0.00

Improvements:	
None. This is a complete take with no remainder.	

Total Before Value:	\$21,225
Total After Value:	\$0
Just Compensation:	\$21,225

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
Parcel No.	Land	Improvements	Damages	Total
Hattiesburg Public Schools	\$21,225	\$0	\$0	\$21,225

Effective Date of the Appraisal:	02/17/2022
Date of Report:	03/04/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 02/17/2022;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$21,225</u>
Fair Market Value of the Remainder Property	After	<u>\$0</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u>\$21,225</u>

as of 02/17/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 03/04/2022

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

George Null met with Mike Ainsworth (16th Section Land Manager) on the subject property on 2/17/2022. We inspected the two parcels that are the subject of this report, as well as the adjacent long term leasehold properties. We discussed the type of instrument needed to convey the school boards interest. During this discussion, we called Joseph Tullos, the attorney preparing the deeds for the city, and discussed submitting these instruments to Bill Chaney at the Secretary of State's office, as well as to Mississippi Department of Transportation for file approval. Mr. Ainsworth stated that there is a March 8th, 2022, school board meeting that he will try to get these instruments submitted for approval. I documented this inspection with photographs found in this report.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
The property is appraised as a Fee Simple estate. It should be noted that due to School board policy and state law the conveyance will be a permanent easement, with a reverter clause in case the use as a road ever changes. However, due to the perpetual easement conveyance, the property was valued as being conveyed in Fee.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

It is an additional assumption of this report that the Air Rights over the railroad is being handled in a separate Agreement as part of the administrative process by the City of Hattiesburg.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.
--

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states “*when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion*”. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states “*when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report*”. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>
The subject property is located along the east side of West Pine Street, in downtown Hattiesburg, Forrest County, Mississippi. This area is primarily older commercial properties.	
Subject Location	☒ Urban ☐ Suburban ☐ Rural
Population Growth Rate	☐ Increasing ☒ Stable ☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg
Primary Shopping/Trade Center – County	Forrest
Nearest Employment Center	Hattiesburg

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>
The subject parcels are located along the west and east sides of the Norfolk Southern Railroad Right of Way and along the west side of Guy Eaton Street. West Pine Street is to the west and connects to Hall Avenue. Guy Eaton Street and Martin Luther King Avenue are to the east and connects with Hall Avenue. The traffic counts for Hall Avenue are 5,900, 2,400 for Guy Eaton Street, 1,600 for Martin Luther King Avenue, and 13,000 for West Pine Street. The surrounding uses are predominantly commercial and residential. The subject neighborhood is the southeastern residential area of Hattiesburg and south of the more commercialized downtown Hattiesburg area to the north.	
Neighborhood Zoning	☐ Res. ☒ Comm. ☐ Ind. ☐ Other ☐ None
Neighborhood Utilities	☒ Elec. ☐ Gas ☒ Water ☒ All ☐ Part ☒ Sewerage ☐ Other
Neighborhood Imp's	☒ Storm Sewer ☒ Crb/Gtr ☒ Sidewalk ☒ Street Lights ☐ Other
Schools	Hattiesburg Public Schools & William Carey University to the south
Recreational Facilities	
Fire	Hattiesburg
Police	Hattiesburg
Other	

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to slightly increasing, with increased investment and demand in the area. There is continued attempts at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began, while some have remained open. The continued interest in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Vacant land adjacent to a railroad.

Legal Description of the Total Ownership: +/- 0.32 Acres or +/- 14,150 sf effecting two parcels located in the NE1/4 of the NE1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

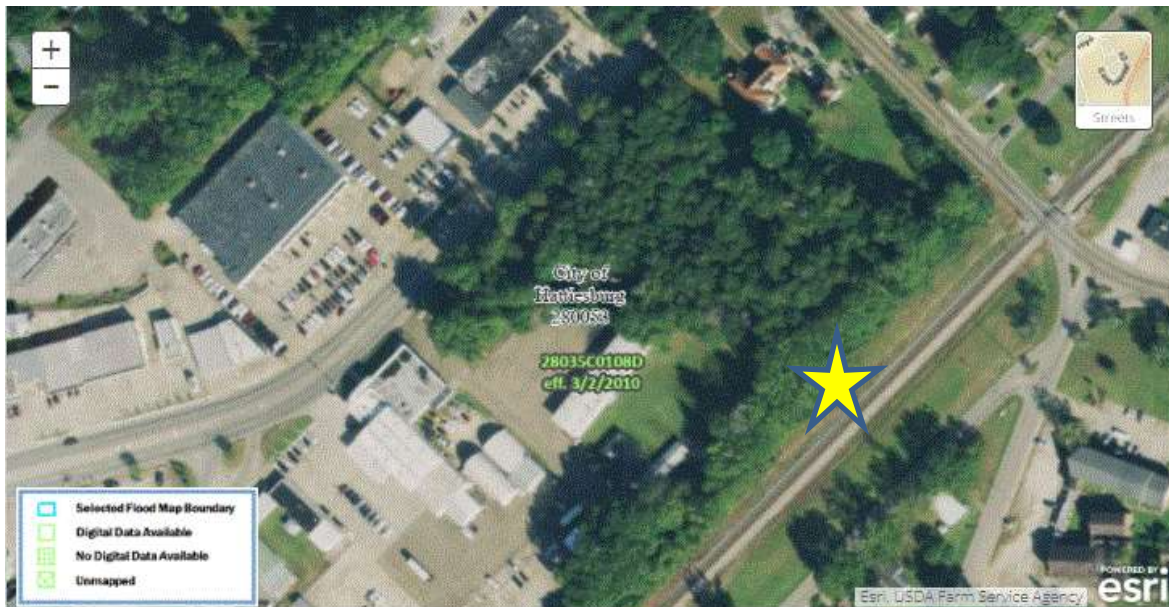
Location: The subject property is located along the western and eastern sides of the Norfolk Southern Railroad Right of Way and along the eastern side of Guy Eaton Street and the south side of Hall Avenue in Hattiesburg, Forrest County, Mississippi. Hall Avenue is a busy corridor with several historic Hattiesburg homes that have been renovated over the years.

Dimensions/Area/Shape: The subject property is rectangular in shape and is separated into two parcels by the railroad. The property contains approximately +/- 0.32 acres which are rectangular. The dimensions of each are roughly 70' x 140' each.

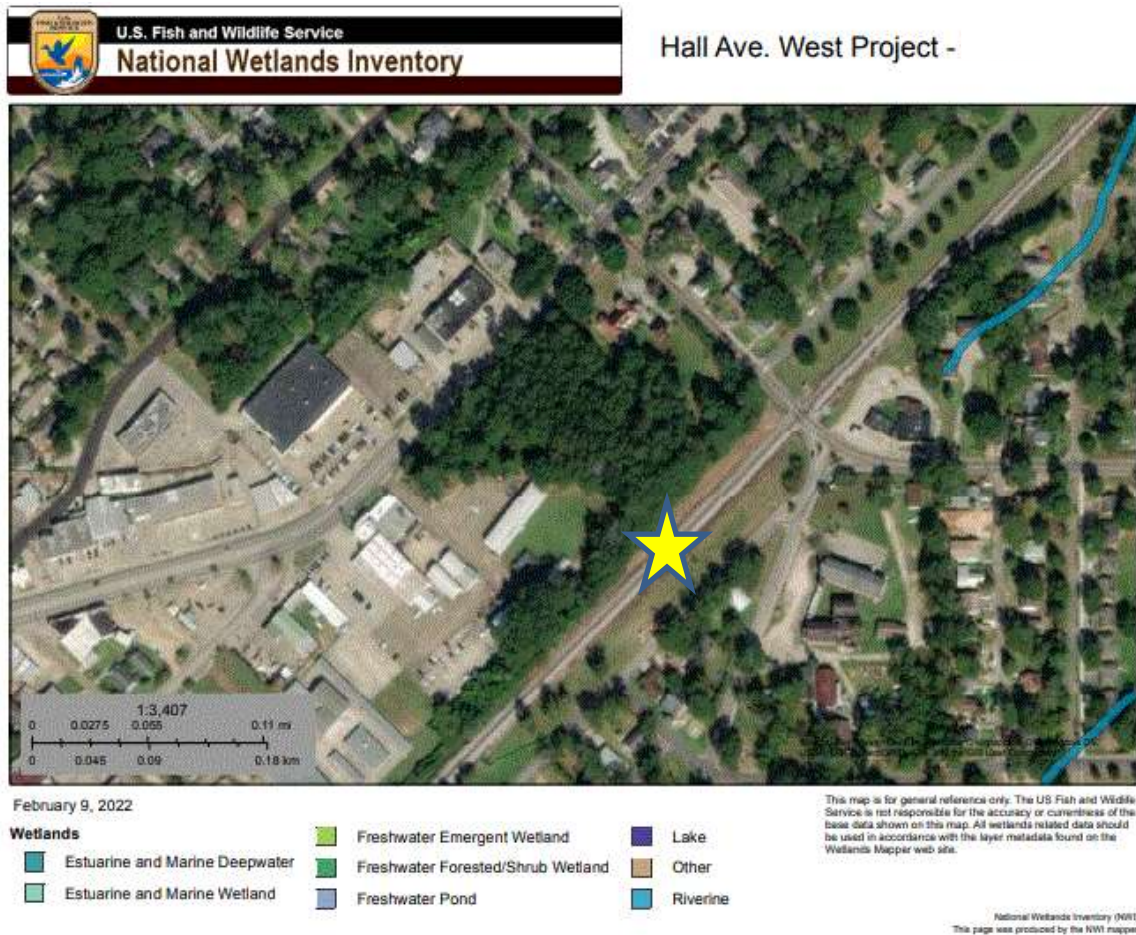
Frontage/Access: The subject property has +/- 284 feet of frontage along the Norfolk Southern Railroad Right of Way and approximately +/- 143 feet along the west side of Guy Eaton Street. The western tract could be accessed from the north across adjacent surplus property from Hall Avenue.

Topography: The subject properties are fairly level and are not located in a flood zone area or designated wetlands.

Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone X, which is not a designated flood zone area.



WETLANDS MAP



**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The subject parcels are located adjacent to the Norfolk Southern Railroad Right of Way. However, they are not subject to zoning.

Site Improvements: There are no site improvements located within the subject parcels.

Adjacent Land Uses: Commercial (Car Dealership) and the Norfolk Southern Railway

Easements/Encumbrances: The subject property is adjacent to a and formerly a part of a transportation corridor for Norfolk Southern railroad. This area originally contained 32.46 acres of land across the entire 16th section. This area was reduced in 1983 to a 100' R.O.W. which reduced the gross area to 16.23 acres. A 16.23 acre easement was purchased from the Hattiesburg Public School district in 1983 for \$158,800 by Alabama Great Southern railroad, with additional damages of \$135,532 for the use of an additional 16.23 acres of land for the former use of a 200' R.O.W. for 30.5 years. (1953-1983). This R.O.W. was reduced from 200' to 100' in 1983 per the Mutual Release of claims found in the addenda. This reduction in right-of-way left surplus property that adjoins the railroad. This surplus property is contained in this relinquished 16.23 acre parcel. A crossing document will have to be obtained by the city to cross the railway, however, according to the title work, the railroad does not have a lease on the property. Their rights were acquired in 1983 via a mutual release document described later in this report.

Utilities:



-  **Telecomm Service Area** ⓘ
BellSouth Telecommunications, LLC
-  **Water Service Area** ⓘ
null
-  **Electric Service Area** ⓘ
Mississippi Power Company
-  **Sewer Service Area** ⓘ
null
-  **Gas Service Area** ⓘ
Willmut Gas and Oil Co.

Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	<i>Include additional narrative, as needed.</i>
It should be noted that the conveyance of the Air Rights over the railroad is being handled in a separate Agreement as part of the administrative process by the City of Hattiesburg.	

Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.32 acres or +/-14,150 sf contained in two parcels, along both side of the railroad.

This is a complete take and there will be no remaining property following the acquisition.

Dimensions/Area/Shape: The fee simple acquisition area contains a +/- 0.32 acres or +/- 14,150 sf area contained in two rectangularly shaped parcels.

Site Improvements: There are no improvements located on the subject parcels.



A photo of the property and acquisition area is shown above.

Rights to be Acquired for Each Parcel: Fee Simple

SURVEY

DESCRIPTION OF SURVEY AREA HATTIESBURG PUBLIC SCHOOL DISTRICT

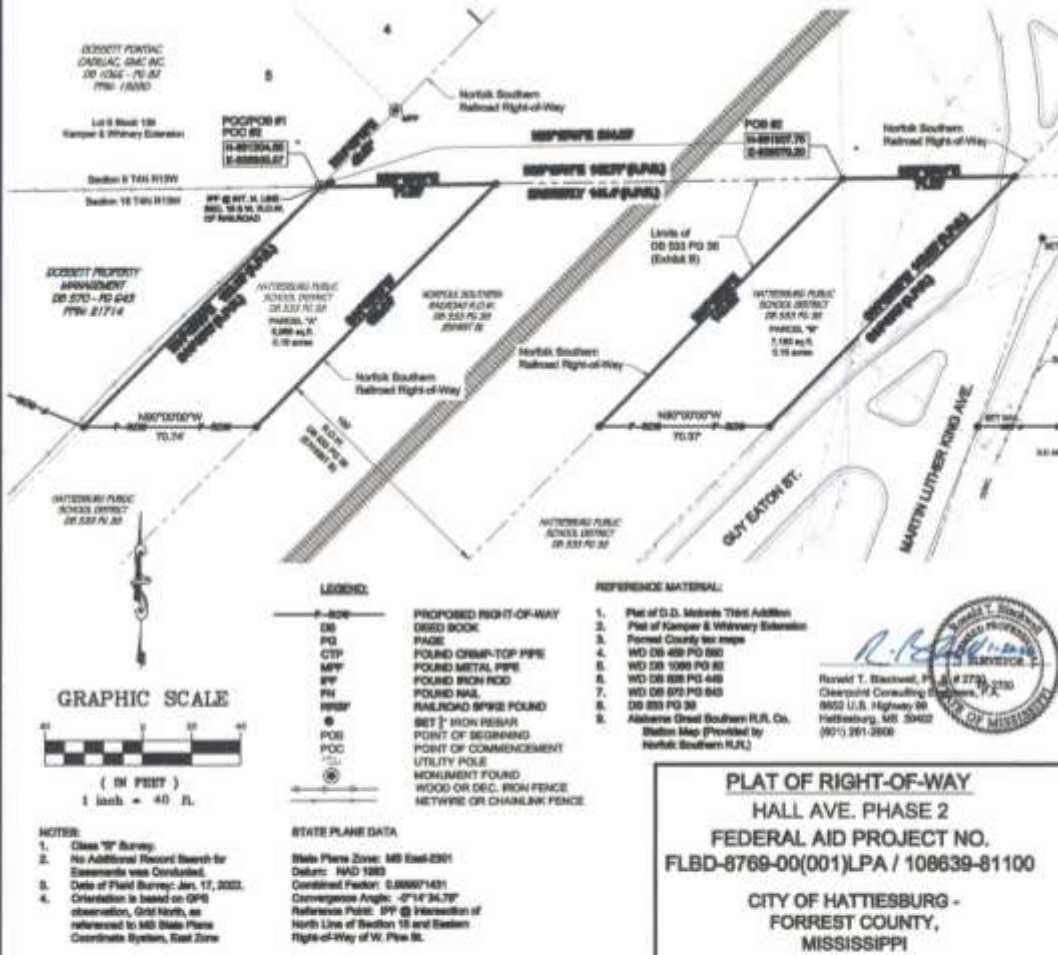
Parcels of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $-0^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL "A":

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.88 feet to an iron pin set on the western right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.84 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 570 Page 643; thence run North 44 degrees 40 minutes 56 seconds East along the east line of said property for a distance of 138.10 feet back to the Point of Beginning. Said parcel contains 6986 square feet, or 0.16 acres, more or less.

PARCEL "B":

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.65 feet to an iron pin set on the eastern right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B), to and for the Point of Beginning; thence continue North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.39 feet to an iron pin set on the east line of that property described in Deed Book 533 Page 643 (Exhibit A); thence run South 44 degrees 43 minutes 05 seconds West along the east line of said property for a distance of 143.96 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.37 feet to an iron pin set on the eastern right-of-way of said Norfolk Southern railroad; thence run North 44 degrees 43 minutes 05 seconds East along said right-of-way for a distance of 142.52 feet back to the Point of Beginning. Said parcel contains 7162 square feet, or 0.16 acres, more or less.



Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com



PREPARED FOR:	PROPERTY OWNER:	CCE NO.: 78242058
	Hattiesburg Public School District	SCALE: 1" = 40'
		DATE: 1/30/2022
		CHECKED: JB
		DRAWN: RTS
		SHEET 1 OF 1

Site Description — After

Dimensions/Area/Shape: Following the acquisition, the property will have 0.00 acres remaining.

Frontage/Access:



Topography: This is a complete take with no remainder.

Flood Plain and Drainage Data: This is a complete take with no remainder.

Use Restrictions: This is a complete take with no remainder.

Off-Site Public Improvements: This is a complete take with no remainder.

Easements/Encumbrances: This is a complete take with no remainder.

Utilities: This is a complete take with no remainder.

Comments:	Include additional narrative, as needed.
This is a complete take with no remainder.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 0.32 acres of land.

Items of Personal Property Not Appraised

None.



View of "Parcel B" located within the proposed acquisition area.



Additional view of "Parcel B" and the proposed acquisition area.



View of "Parcels A & B" within the proposed acquisition area.



View of "Parcel A" along the proposed acquisition area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The subject property is adjacent to a and formerly a part of a transportation corridor for Norfolk Southern railroad. This area originally contained 32.46 acres of land across the entire 16 th section. This area was reduced in 1983 to a 100' R.O.W. which reduced the gross area to 16.23 acres. A 16.23 acre easement was purchased from the Hattiesburg Public school district in 1983 for \$158,800 by Alabama Great Southern railroad, with additional damages of \$135,532 for the use of an additional 16.23 acres of land for the former use of a 200' R.O.W. for 30.5 years. (1953-1983). This R.O.W. was reduced from 200' to 100' in 1983 per the Mutual Release of claims found in the addenda. This reduction in right-of-way left surplus property that adjoins the railroad. This surplus property is contained in this relinquished 16.23 acre parcel. This former transportation corridor which is now surplus property contains 16.23 acres of land and is considered the Whole Tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
As stated, the property is part of a Transportation Corridor that spans 100' by about 1.34 miles, being 50' on either side of the existing railroad corridor. Due to this irregular shape and location adjacent to the railroad the highest and best use is for assemblage onto adjacent tracts or as a utility or transportation corridor. From this corridor the 0.32 acres of land in the acquisition area has a consistent highest and best use, ownership and although not contiguous due to the railroad, was considered to have continuity for the purposes of determining the larger parcel. This +/- 0.32 acres was determined to be the larger parcel of this appraisal report. It should be noted that the conveyance of the Air Rights over the railroad is being handled in a separate Agreement as part of the administrative process by the City of Hattiesburg. These Air rights and any values contained in this area were excluded from the valuation in this report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)
Physically possible: The two separate parcels are a part of a former Transportation corridor. These parcels were relinquished from this corridor in 1983. They are elongated, small parcels with limited use. The parcels are physically limited by their size and shape. Adjacent owners could utilize these parcels through an assemblage onto the adjacent properties. These adjacent uses are commercial and special purpose properties. Legally permissible: These parcels are not zoned by the City of Hattiesburg. Financially feasible: Due to the narrow shape, the most feasible use of the property is for assemblage. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 0.32 acres. The property is elongated and it's shape and size would prevent most uses as a standalone property. However, these are in an area of commercial uses. For this reason, the highest and best use as vacant is for assemblage onto adjacent properties. <u>Highest and Best Use As Improved:</u> Not Applicable	

HIGHEST AND BEST USE IN THE AFTER CONDITION

This is considered a complete take. Therefore, the highest and best use in the after condition is not applicable.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
12/19/1983	Hattiesburg Municipal Separate School District	The Alabama Great Southern Railroad Company	N/A	533/38	Deed
Explanation: There have been no transfers in ownership in the last five years. It should be noted that a 16.23 acre easement, that is the whole tract and includes the acquisition area was purchased from the Hattiesburg Public school district in 1983 for \$158,800 by Alabama Great Southern railroad, with additional damages of \$135,532 for the use of an additional 16.23 acres of land or the 200' R.O.W. for 30.5 years. (1953-1983). This R.O.W. was reduced from 200' to 100' in 1983 per the Mutual Release of claims found in the addenda.					

Tax Information			
Tax Parcel I.D. Number	N/A	True Value – Land	\$0.00
Millage Rate		True Value – Improvements	\$0.00
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

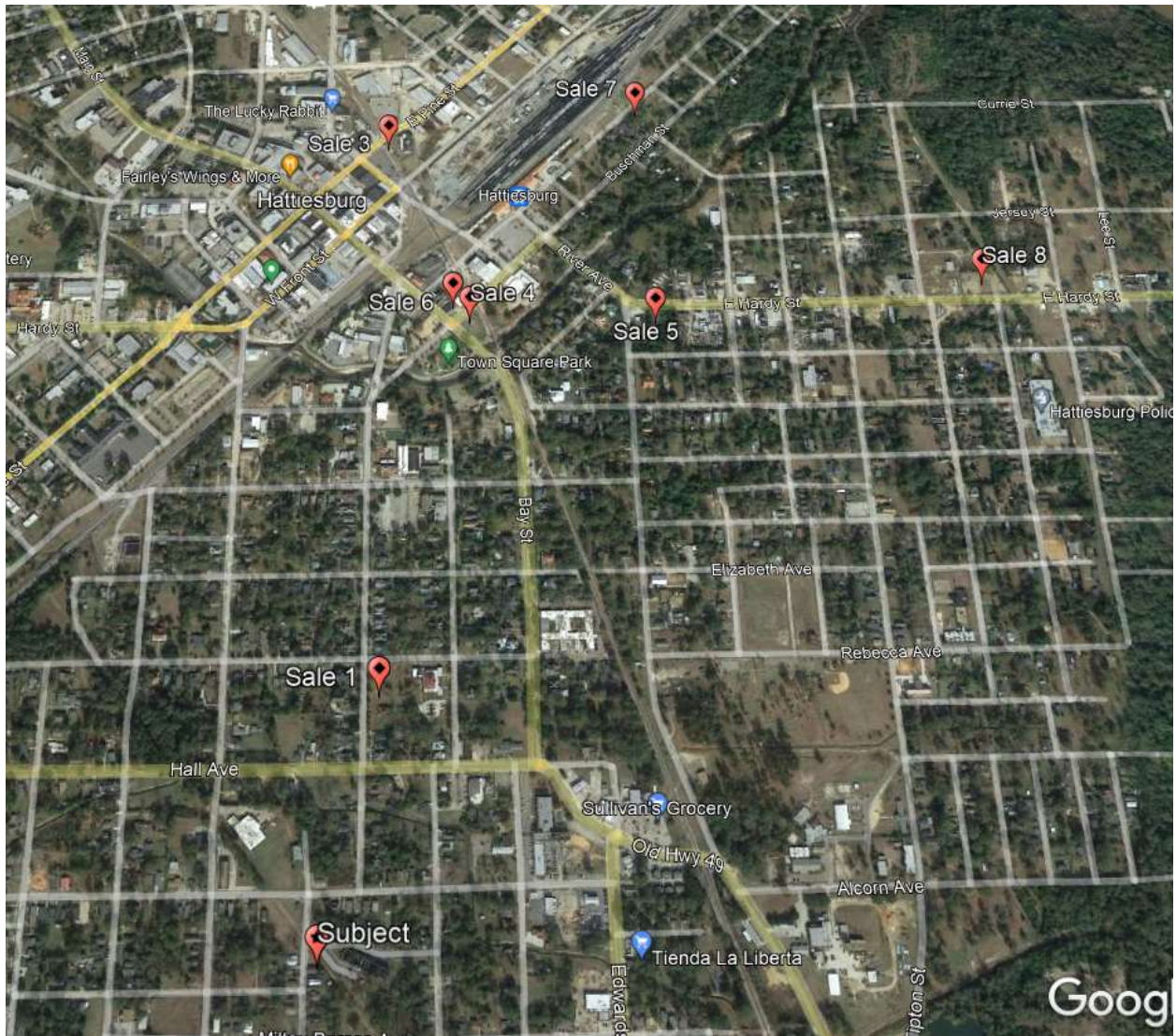
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The property to be appraised is an unimproved commercial property. Thus, the Cost and Income approaches were not utilized. The value of the property is valued using the Sales Comparison approach presented on the following pages. The initial sales grid values the lots as vacant.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value

☒ Complete Take
☐ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #	L-5	Comp Sale #	L-6	Comp Sale #	L-9
Location		East Hardy Street		101 Main Street		700 4th Street	
Sales Price			\$32,500		\$43,500		\$175,000
Price Per SF			\$1.02		\$2.85		\$2.36
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$1.02		\$2.85		\$2.36
Financing	Typical						
Adjusted Price			\$1.02		\$2.85		\$2.36
Condition of Sale	Arms-Length						
Adjusted Price / SF							
Market Conditions	Date of Sale	7/20/21	0%	11/24/20	5%	10/9/20	5%
Adjusted Price / SF							\$0.05
Location		Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Size (Sq. Ft.)	14,150 sf	0.735	\$0.00	0.350	\$0.00	1.700	\$0.00
Topography	Flat, level	flat, level	\$0.00	flat, level	\$0.00	Flat, level	\$0.00
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	N/A	B-1	\$0.00	B-3	\$0.00	B-2	\$0.00
Net Adjustment		(+/-)	0%	(+/-)	0.14	(+/-)	0.12
		Net %	0.00%	Net %	5.00%	Net %	5.00%
		Gross %	0.00%	Gross %	5.00%	Gross %	5.00%
Adjusted Sales Price			\$1.02		\$2.99		\$2.48

Adopted Unit Value, Before (Land Only): \$1.50/sf

Size	Unit of Measure	Rate
14,150 sf	Sq. Ft. @	\$1.50
	Per SF	\$21,225
Add (Timber, minor site improvements, other - See Attached):		\$0
Total Before Value (Land Only):		\$21,225
r/o		\$21,225

Sales Comparison Approach – (Land) – After Value

☒ Complete Take

☐ Partial Take

Sq. Ft. ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Sq. Ft.)			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Sq. Ft.)							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$0.00

Size	Unit of Measure	Rate	
No Remainder	Sq. Ft. @	\$0.00	#VALUE!
Less Cost to Cure:			\$0
Less Easements (See Attached):			\$0
Less Other (See Attached):			\$0
Total After Value (Land Only):			\$0
R/O			\$0
Difference in Before and After:			\$0

Explanation of Adjustment-(Land) (Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2020 to 2021. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to land sales L-6 & L-9.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. The subject is a former railroad corridor and extends north and south of the larger parcel. For all of these reasons, the sales were not adjusted for their size.

Topography: The subject is a level, commercial / special purpose property along the edge of the railroad. This is former railroad right of way thus, it is graded and cleared for the former railroad use. The sales were all considered similar in topography.

Use / Zoning: The subject parcels are not zoned. The sales had commercial business zoning. The highest and best use was assemblage onto the adjacent commercial uses. These lots are cleared and graded and would be marketable, with a discount due to the limited number of adjacent buyers. Thus, a value below the average was adopted. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$1.02 to \$2.99 per square foot. Overall, considering the adjusted values and the assemblage use of the property, a value of \$1.50 per square foot was adopted for the subject property. This per square foot value was used for land value on the following pages.

After Value - Reconciliation of Land Sales:

There is no remainder, thus the total after value of the property following the right of way acquisition was concluded to be \$0.00.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$21,225	\$0	\$21,225
Cost Approach			
Income Approach			

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the +/- 0.32 acre lots were concluded to have a value of \$21,225. After the project is complete, the remaining site was concluded to have a value of \$0. Thus, just compensation due to the owner is \$21,225.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$21,225** as of 02/17/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
HPSD	0.320 Acre(s)		\$21,225					\$21,225
								\$0
								\$0
								\$0
								\$0
Totals	0.320 Acre(s)		\$21,225		\$0		\$0	\$21,225

Easements (Permanent / Temporary)

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
								\$0
								\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area	HBU	Land	Improvements		Damages		Total
				Item	Value	Item	Value	
						\$0	\$0	\$0
								\$0
								\$0
								\$0
Totals	0.000		\$0		\$0		\$0	\$0

Total of all Interests **\$21,225**

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “plottage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. “assemblage”. (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs



View of "Parcel B" within the proposed right of way.



View of "Parcel A" within the proposed right of way.

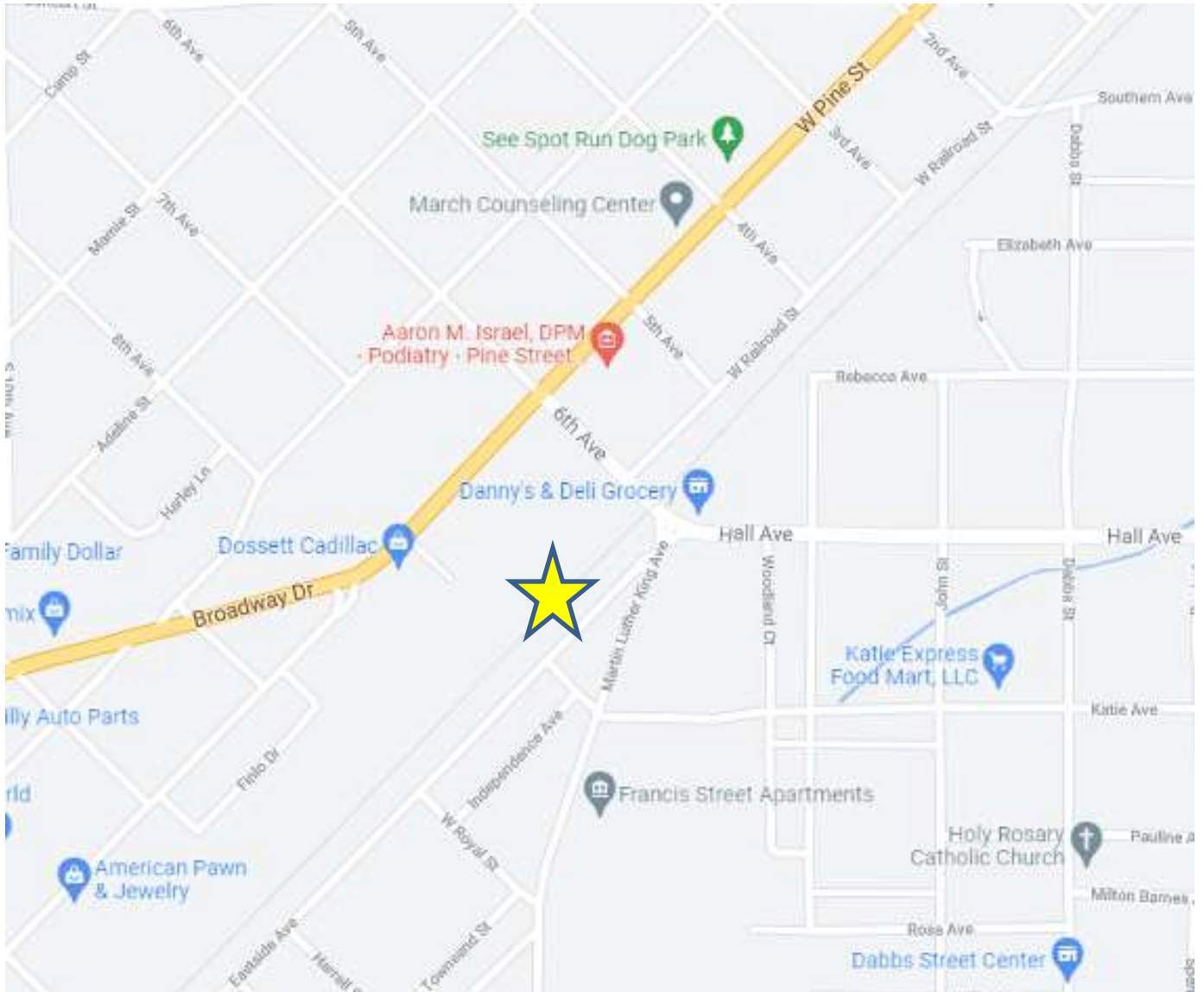


Additional view of "Parcel B".



Additional view of the proposed right of way area.

Location Map



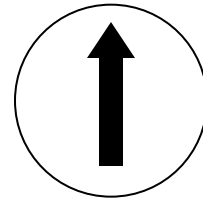
Sketch of Property¹⁷

AREAS

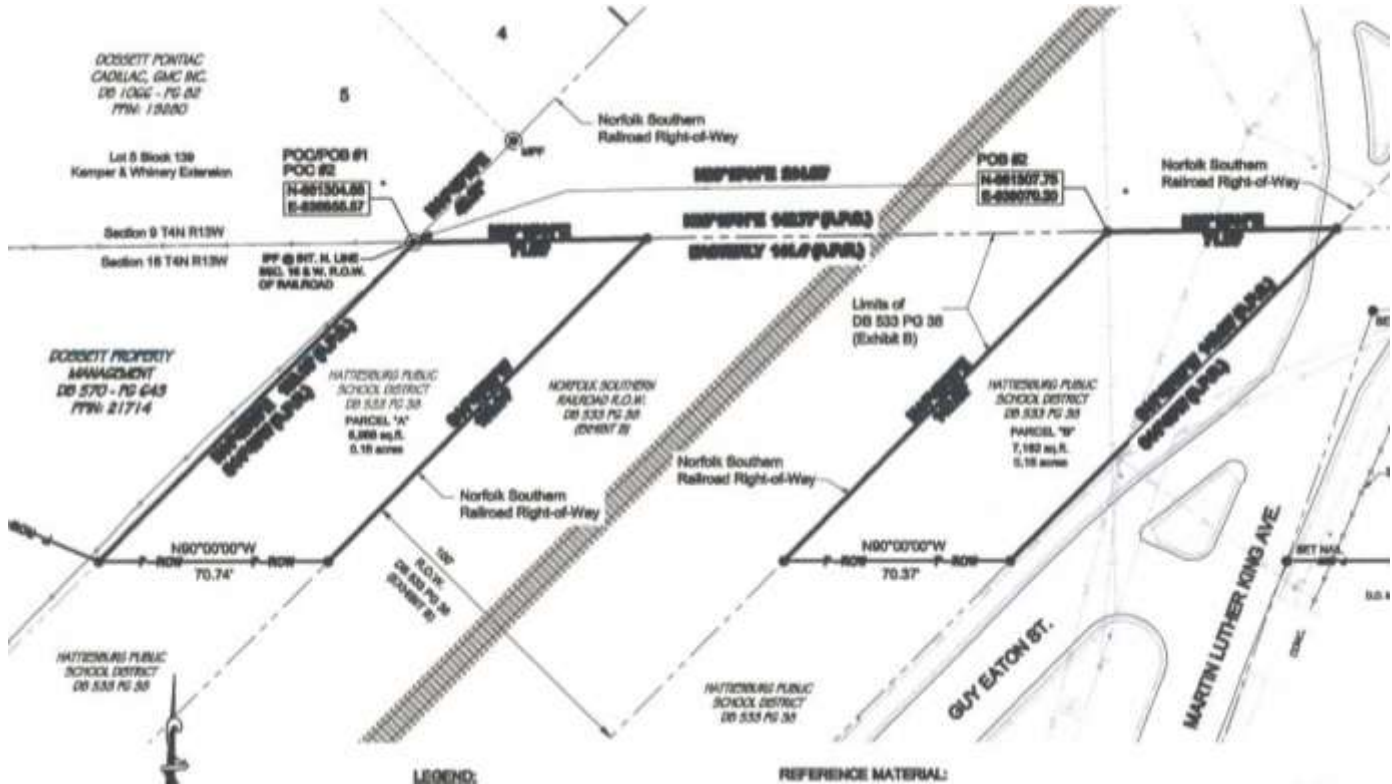
Area of Whole Tract - Before: +/- 0.32 Acres

Area of Remaining Tract - After: +/- 0.00 Acres

Area to be Acquired: +/- 0.32 Acres



Directions North



¹⁷ **Sketch Must Show:** (Note: It is not required that the sketch be drawn to scale)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

DESCRIPTION OF SURVEY AREA

HATTIESBURG PUBLIC SCHOOL DISTRICT

Parcels of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL "A":

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.88 feet to an iron pin set on the western right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.64 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 570 Page 643; thence run North 44 degrees 40 minutes 58 seconds East along the east line of said property for a distance of 138.10 feet back to the Point of Beginning. Said parcel contains 6988 square feet, or 0.16 acres, more or less.

PARCEL "B":

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.65 feet to an iron pin set on the eastern right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B), to and for the Point of Beginning; thence continue North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.39 feet to an iron pin set on the east line of that property described in Deed Book 533 Page 643 (Exhibit A); thence run South 44 degrees 43 minutes 05 seconds West along the east line of said property for a distance of 143.96 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.37 feet to an iron pin set on the eastern right-of-way of said Norfolk Southern railroad; thence run North 44 degrees 43 minutes 05 seconds East along said right-of-way for a distance of 142.52 feet back to the Point of Beginning. Said parcel contains 7162 square feet, or 0.16 acres, more or less.

Legal Description(s)
(attached)

ROW 005 A (Revised 3/2011)

Grantee, prepared by and return to:

City of Hattiesburg, Mississippi

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Phone: (601) 545-4540

Grantor Address:

Hattiesburg Public School District

301 Mamie Street

Hattiesburg, MS 39401

Phone: 601-582-5078

WARRANTY DEED

INDEXING INSTRUCTIONS: **Parcels**
of land being located in the NE 1/4 of
the NE 1/4 of Section 16, Township 4
North, Range 13 West, City of
Hattiesburg, Forrest County,
Mississippi

Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

Parcels of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 34.78''$ and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL "A":

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.88 feet to an iron pin set on the western right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.64 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 570 Page 643; thence run North 44 degrees 40 minutes 58 seconds East along the east line of said property for a distance of 138.10 feet back to the Point of Beginning. Said parcel contains 6988 square feet, or 0.16 acres, more or less.

PARCEL "B":

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.65 feet to an iron pin set on the eastern right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B), to and for the Point of Beginning; thence continue North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.39 feet to an iron pin set on the east line of that property described in Deed Book 533 Page 643 (Exhibit A); thence run South 44 degrees 43 minutes 05 seconds West along the east line of said property for a distance of 143.96 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.37 feet to an iron pin set on the eastern right-of-way of said Norfolk Southern railroad; thence run North 44 degrees 43 minutes 05 seconds

Initial _____,

Hattiesburg Public School District
PARCEL 55555

East along said right-of-way for a distance of 142.52 feet back to the Point of Beginning. Said parcel contains 7162 square feet, or 0.16 acres, more or less.

The grantor herein further warrants that the above described property is not homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway project, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that the lands conveyed herein are "sixteenth section" lands conveyed for the purposes of road right-of-way, associated utilities and infrastructure, and that should the lands fail to be used for those purposes, then said lands (or the portion thereof) not use used for road right-of-way shall revert to ownership and possession of Grantor or its successor in interest.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the ____ day of _____ A.D. 2022,

BOARD OF TRUSTEES OF HATTIESBURG

Initial _____, _____, _____
Hattiesburg Public School District
PARCEL 55555

PUBLIC SCHOOL DISTRICT

By: _____
BOARD PRESIDENT

By: _____
SUPERINTENDENT OF EDUCATION

Reviewed and approved by the Forrest County Board of Supervisors, on this the ____ day
of _____, 2022.

FORREST COUNTY BOARD OF
SUPERVISORS

By: _____
BOARD PRESIDENT

APPROVED
SECRETARY OF STATE

MICHAEL WATSON
Secretary of State (Seal)

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the
Initial _____, _____, _____ Hattiesburg Public School District
PARCEL 55555

said county and state of this the ____ day of _____, 2022, within my jurisdiction, the within named **Delores McNair**, who acknowledged that she is the President of the Board of Trustees of the Hattiesburg Public School District, and that in said representative capacity and she executed the above and foregoing instrument after first having been duly authorized so to do.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the ____ day of _____, 2022, within my jurisdiction, the within named **Robert Williams**, who acknowledged that he is the Superintendent of Education of the Hattiesburg Public School District, and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST

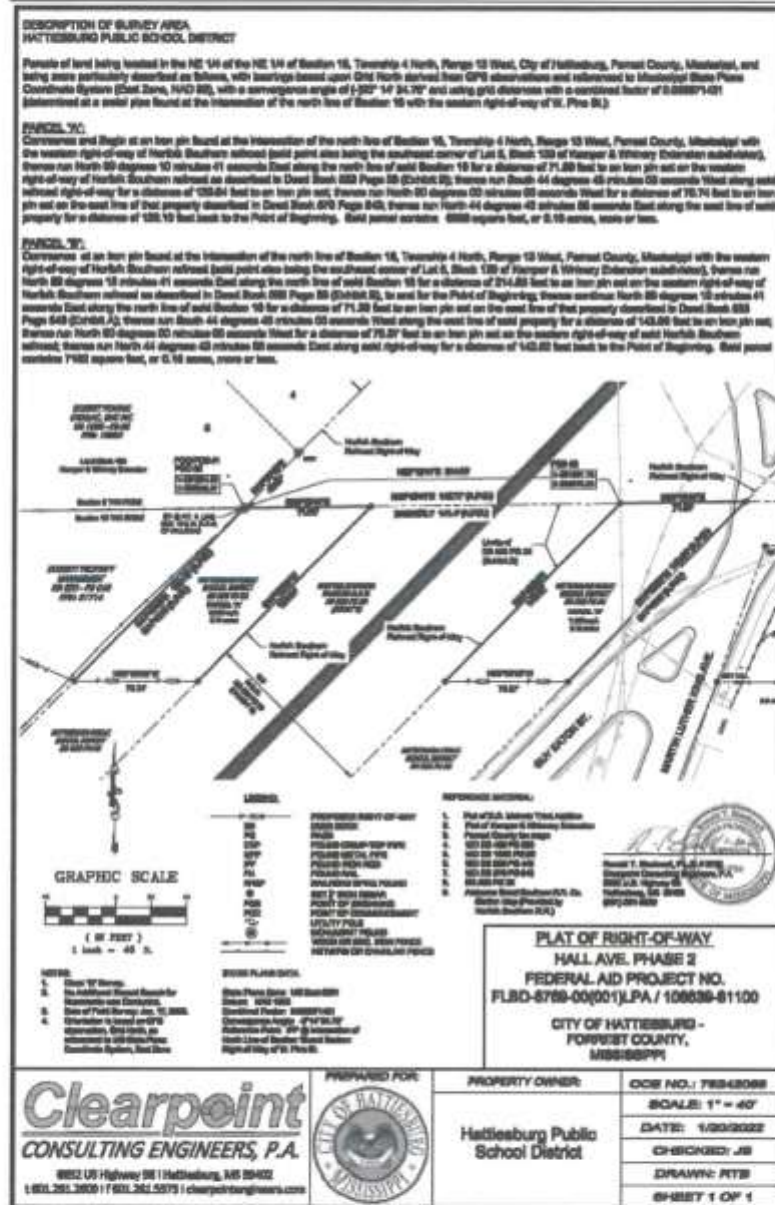
Initial _____, _____, _____ Hattiesburg Public School District
PARCEL 55555

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state of this the ____ day of _____, 2022, within my jurisdiction, the within named **David Hogan**, who acknowledged that he is the President of the Forrest County Board of Supervisors in and for said county and that in said representative capacity and he executed the above and foregoing instrument after first having been duly authorized so to do.

My Commission Expires:

NOTARY PUBLIC

Initial _____, _____, _____
Hattiesburg Public School District
PARCEL 55555



Initial _____, _____, _____

Hattiesburg Public School District
PARCEL 55555

STATE OF MISSISSIPPI, COUNTY OF FORREST

I Certify that this instrument was filed for record in my office at 2:30

on the 15th day of Dec 83, at Hattiesburg, Mississippi, and was recorded in

Book 533, Page 38, as a Deed.

Given under my hand and seal at Hattiesburg, Mississippi, this 19th day of

Dec 83. *[Signature]*
CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

MUTUAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

This Mutual Release executed on this the 1st day of November, 1983, by and between HATTIESBURG MUNICIPAL SEPARATE SCHOOL DISTRICT, an agency of the State of Mississippi, in Hattiesburg, Forrest County, Mississippi, hereinafter called "District", and THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, a corporation, domiciled in the State of Alabama but qualified to do business and doing business in the State of Mississippi, hereinafter called "AGS", WITNESSETH:

WHEREAS, AGS and its predecessor in title, New Orleans and Northeastern Railroad Company, a corporation, have operated a railroad over Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi, consisting of a right of way 200 feet in width and comprising approximately 32.5 acres of land and has done so for more than 100 years prior to the date of this release; and,

WHEREAS, District is charged with the control and jurisdiction of Sixteenth Section school lands and has been since July 1, 1978; and,

WHEREAS, AGS claims that it and its predecessor in title, New Orleans and Northeastern Railroad Company, used and claimed said right of way as owner and user continuously since March 31, 1871, by virtue of Chapter LIX, Mississippi Laws of 1871, approved March 3, 1871, and thereafter under an instrument in Warranty Deed form dated June 26, 1882, from one D. D. McInnis who received a 99 year lease from the State of Mississippi dated July 3, 1854; and,

WHEREAS, District asserts that AGS and its successor only had a leasehold interest in said right of way which expired on July 2, 1953, and that District is due compensation for the use of the right of way since that date and in the future; and,

WHEREAS, disputes and differences have arisen between the parties with respect to said Sixteenth Section right of way, a description of said right of way being attached hereto as Exhibit "A" and made a part of this Release as if specifically copied herein and the parties having agreed to execute this mutual release in settlement of such disputes and differences;

NOW, THEREFORE, for and in consideration of the promises and the mutual relinquishment of their respective legal rights with reference to the above mentioned disputes and differences, the parties agree as follows:

1. AGS has paid to and District acknowledges receipt of the sum of One Hundred Fifty Eight Thousand Eight Hundred (\$158,800.00) Dollars, in cash, in exchange for a 100 foot Easement in substantially the form as set forth in Exhibit "B" attached hereto and made a part hereof as if specifically copied herein to settle the asserted future title, occupancy and use of said right of way in question and AGS acknowledges receipt of said Easement.
2. AGS has relinquished and is vacating the East and West 50 feet of the present 200 foot right of way claimed by AGS as described in Exhibit "A" heretofore, and henceforth will operate its railroad over the 100 foot right of way described in the Easement, Exhibit "B".

3. AGS has paid to and District acknowledges receipt of the sum of One Hundred Thirty Five Thousand Five Hundred Thirty Two (\$135,532.00) Dollars to settle the disputes and differences as between the parties as to compensation allegedly due District for the use of said 200 foot right of way from the period July 2, 1953, to the date of the Easement as aforesaid.
4. District acknowledges that the consideration paid for the Easement and for the use of said 200 foot right of way as set out in subparagraph 3 hereof is fair, reasonable and adequate and District by these presents does give up, extinguish and relinquish such rights, if any it has, to any further monetary payments or any demands it may have made heretofore or might hereinafter make as against AGS for prior use of any portion of said right of way.

It is understood and agreed that this is a full, complete and final release from any and all claims, demands, rights, benefits, suits and causes of actions of every kind and character which District and/or AGS, their predecessors, successors or assigns, may have or assert as against each other, arising out of the claimed ownership and use of the property described in Exhibit "A" hereof up to the date of this Release whether specifically described herein or not.

It is further understood and agreed that said parties have made no promise or agreement to do or omit to do any act or thing not herein set forth. The aforesaid considerations running from each to the other are not to be construed as an admission of any further liability or obligation on the part of either party, their predecessors, successors or assigns, both of whom acknowledge that the controversy between the parties has arisen because of doubtful, unsettled and unliquidated claims for damages. Both parties deny any liability each to the other. This settlement has been reached in order to put an end to differences, disputes and controversies and to avoid litigation. Both AGS and District covenant with each other that each has authority to execute this Mutual Release.

Witness the signature of the Hattiesburg Municipal Separate School District by its duly authorized officers, and the signature of The Alabama Great Southern Railroad Company, a corporation, by its duly authorized officers, on this the 1st day of November, 1983.

Executed by Hattiesburg Municipal Separate School District as of December 6, 1983.

HATTIESBURG MUNICIPAL SEPARATE SCHOOL DISTRICT

By: [Signature]
CHAIRMAN

ATTEST:

[Signature]
SECRETARY

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY

By: [Signature]
VICE PRESIDENT



[Signature]
Assistant Secretary

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-2-

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, Paul W. McMullan and Edgar H. Allen, III, Chairman and Secretary, respectively, of Hattiesburg Municipal Separate School District, Forrest County, Mississippi, who after being by me first duly sworn, acknowledged on oath that they signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of and for and on behalf of Hattiesburg Municipal Separate School District, Forrest County, Mississippi, after being first duly authorized so to do.

Given under my hand and official seal, this the 6th day of December, 1983.

William E. B.
NOTARY PUBLIC



My Commission Expires: June 9, 1987

DISTRICT OF COLUMBIA

Personally appeared before me, the undersigned authority in and for said District of Columbia, James R. Cooper and R. D. Allen, Vice President and Assistant Secretary, respectively, of The Alabama Great Southern Railroad Company, a corporation, who after being by me first duly sworn, acknowledged on oath that they signed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of and for and on behalf of The Alabama Great Southern Railroad Company, a corporation, after being first duly authorized so to do.

Given under my hand and official seal, this the 1st day of November, 1983.



C. O. Anglin
NOTARY PUBLIC

My Commission Expires: May 31, 1987

Description of The Alabama Great Southern Railroad (also known as AGS)
right of way in Section 16, Township 4 North, Range 13 West, in Forrest
County, Mississippi.

Begin at the Northeast corner of Section 16, Township 4 North, Range 13 West and go Westerly along the North boundary line of said Section 16 for a distance of 250 feet, more or less, to a point in the Southeast right of way line of said Railroad, said point being 100 feet Southeasterly from and at right angles to the said line of the main track of said Railroad as presently located, and being the point of beginning; from said beginning point run thence South 44° 45' West along a line parallel to and at all points 100 feet Southeasterly from the centerline of said main track as measured perpendicular thereto for a distance of 7,270 feet, more or less, to the intersection with the West boundary line of said Section 16, run thence North along the West boundary line of said Section 16 and crossing the main line of the above Railroad for a distance of 282.8 feet, more or less, to a point which is 100 feet Northwesterly from and at right angles to the centerline of said Railroad and being the Northwest right of way line of said Railroad; thence run North 44° 45' East along the Northwest right of way line of said railroad along a line parallel to and at all points 100 feet Northwesterly from and at right angles to the said centerline of said main track as measured perpendicular thereto for a distance of 6,870 feet, more or less, to the intersection of the North boundary line of said Section 16; run thence Easterly along the North boundary line of said Section 16 crossing the main line of said Railroad for a distance of 282.8 feet, more or less, to the point of beginning. Said parcel of land is a strip 200 feet in width and being 7,070 feet long, more or less, as measured along the centerline of the above said railroad main track and containing 32.46 acres, more or less.

EXHIBIT A

Description of easement of The Alabama Great Southern Railroad (also known as AGS) right of way in Section 16, Township 4 North, Range 13 West, in Forrest County, Mississippi.

Begin at the Northeast corner of Section 16, Township 4 North, Range 13 West and go Westerly along the North boundary line of said Section 16 for a distance of 320.4 feet, more or less, to a point in the Southeast right of way line of said Railroad, said point being 50 feet Southeasterly from and at right angles to the said line of the main track of said Railroad as presently located, and being the point of beginning; from said beginning point run thence South $44^{\circ} 45'$ West along a line parallel to and at all points 50 feet Southeasterly from the centerline of said main track as measured perpendicular thereto for a distance of 7,170 feet, more or less, to the intersection with the West boundary line of said Section 16, run thence North along the West boundary line of said Section 16 and crossing the main line of the above Railroad for a distance of 141.4 feet, more or less, to a point which is 50 feet Northwesterly from and at right angles to the centerline of said Railroad and being the Northwest right of way line of said Railroad; thence run North $44^{\circ} 45'$ East along the Northwest right of way line of said railroad along a line parallel to and at all points 50 feet Northwesterly from and at right angles to the said centerline of said main track as measured perpendicular thereto for a distance of 5,970 feet, more or less, to the intersection of the North boundary line of said Section 16; run thence Easterly along the North boundary line of said Section 16 crossing the main line of said Railroad for a distance of 141.4 feet, more or less, to the point of beginning. Said parcel of land is a strip 100 feet in width and being 7,070 feet long, more or less, as measured along the centerline of the above said railroad main track and containing 16.23 acres, more or less.

EXHIBIT B

QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

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Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
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REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
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USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020



DESCRIPTION OF SURVEY AREA

HATTIESBURG PUBLIC SCHOOL DISTRICT

Parcels of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL "A":

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.88 feet to an iron pin set on the western right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.64 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 570 Page 643; thence run North 44 degrees 40 minutes 58 seconds East along the east line of said property for a distance of 138.10 feet back to the Point of Beginning. Said parcel contains 6988 square feet, or 0.16 acres, more or less.

PARCEL "B":

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.65 feet to an iron pin set on the eastern right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B), to and for the Point of Beginning; thence continue North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.39 feet to an iron pin set on the east line of that property described in Deed Book 533 Page 643 (Exhibit A); thence run South 44 degrees 43 minutes 05 seconds West along the east line of said property for a distance of 143.96 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.37 feet to an iron pin set on the eastern right-of-way of said Norfolk Southern railroad; thence run North 44 degrees 43 minutes 05 seconds East along said right-of-way for a distance of 142.52 feet back to the Point of Beginning. Said parcel contains 7162 square feet, or 0.16 acres, more or less.

DESCRIPTION OF SURVEY AREA
HATTIESBURG PUBLIC SCHOOL DISTRICT

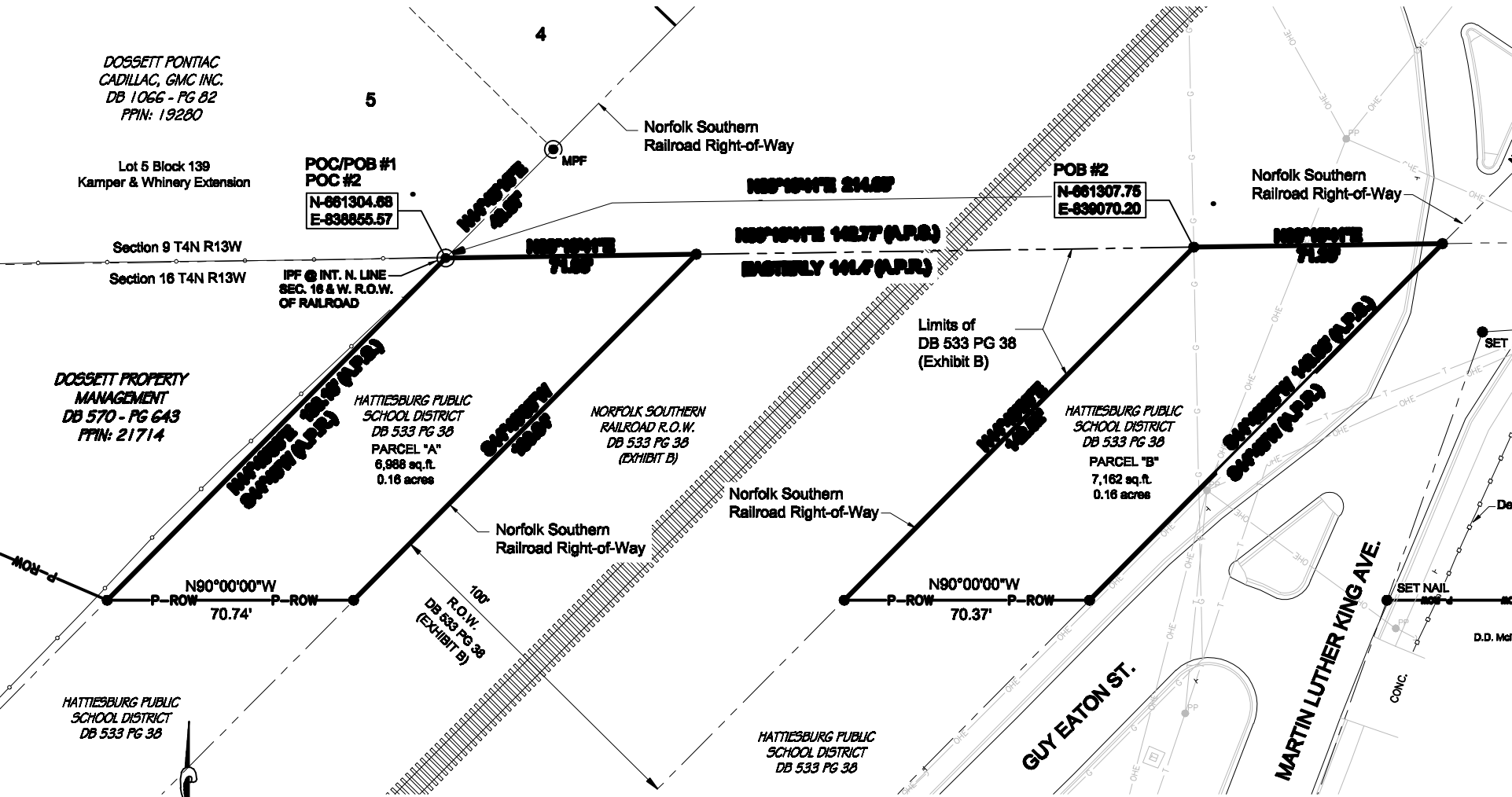
Parcels of land being located in the NE 1/4 of the NE 1/4 of Section 16, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 34.78" and using grid distances with a combined factor of 0.999971431 (determined at a metal pipe found at the intersection of the north line of Section 16 with the eastern right-of-way of W. Pine St.):

PARCEL "A":

Commence and Begin at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.88 feet to an iron pin set on the western right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B); thence run South 44 degrees 43 minutes 05 seconds West along said railroad right-of-way for a distance of 139.64 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.74 feet to an iron pin set on the east line of that property described in Deed Book 570 Page 643; thence run North 44 degrees 40 minutes 58 seconds East along the east line of said property for a distance of 138.10 feet back to the Point of Beginning. Said parcel contains 6988 square feet, or 0.16 acres, more or less.

PARCEL "B":

Commence at an iron pin found at the intersection of the north line of Section 16, Township 4 North, Range 13 West, Forrest County, Mississippi with the western right-of-way of Norfolk Southern railroad (said point also being the southeast corner of Lot 5, Block 139 of Kamper & Whinery Extension subdivision), thence run North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 214.65 feet to an iron pin set on the eastern right-of-way of Norfolk Southern railroad as described in Deed Book 533 Page 38 (Exhibit B), to and for the Point of Beginning; thence continue North 89 degrees 10 minutes 41 seconds East along the north line of said Section 16 for a distance of 71.39 feet to an iron pin set on the east line of that property described in Deed Book 533 Page 643 (Exhibit A); thence run South 44 degrees 43 minutes 05 seconds West along the east line of said property for a distance of 143.96 feet to an iron pin set; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 70.37 feet to an iron pin set on the eastern right-of-way of said Norfolk Southern railroad; thence run North 44 degrees 43 minutes 05 seconds East along said right-of-way for a distance of 142.52 feet back to the Point of Beginning. Said parcel contains 7162 square feet, or 0.16 acres, more or less.



LEGEND:

- P-ROW
- DB
- PG
- CTP
- MPF
- IPF
- FN
- RRSF
- POB
- POC

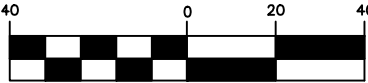
- PROPOSED RIGHT-OF-WAY
- DEED BOOK
- PAGE
- FOUND CRIMP-TOP PIPE
- FOUND METAL PIPE
- FOUND IRON ROD
- FOUND NAIL
- FOUND RAILROAD SPIKE FOUND
- SET 1/2" IRON REBAR
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- UTILITY POLE
- MONUMENT FOUND
- WOOD OR DEC. IRON FENCE
- NETWIRE OR CHAINLINK FENCE

REFERENCE MATERIAL:

1. Plat of D.D. McInnis Third Addition
2. Plat of Kamper & Whinery Extension
3. Forrest County tax maps
4. WD DB 469 PG 580
5. WD DB 1066 PG 82
6. WD DB 828 PG 448
7. WD DB 570 PG 643
8. DB 533 PG 38
9. Alabama Great Southern R.R. Co. Station Map (Provided by Norfolk Southern R.R.)

Ronald T. Blackwell, P.E. # 2730
Clearpoint Consulting Engineers, P.A.
6652 U.S. Highway 98
Hattiesburg, MS 39402
(601) 261-2609

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Jan. 17, 2022.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.999971431
Convergence Angle: -0°14' 34.78"
Reference Point: IPF @ Intersection of North Line of Section 16 and Eastern Right-of-Way of W. Pine St.

PLAT OF RIGHT-OF-WAY
HALL AVE. PHASE 2
FEDERAL AID PROJECT NO.
FLBD-8769-00(001)LPA / 108639-81100
CITY OF HATTIESBURG -
FORREST COUNTY,
MISSISSIPPI

Clearpoint CONSULTING ENGINEERS, P.A. 6652 US Highway 98 Hattiesburg, MS 39402 t 601.261.2609 f 601.261.5573 clearpointengineers.com	PREPARED FOR: 	PROPERTY OWNER:	CCE NO.: 76242058
		Hattiesburg Public School District	SCALE: 1" = 40'
			DATE: 1/20/2022
			CHECKED: JS
			DRAWN: RTB
			SHEET 1 OF 1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Authorize acquisition of certain properties identified as Forrest County Tax Parcel No. 2-029J-10-159.00 and 2-029J-10-168.00, PPIN 44390 & PPIN 21870, for the Gordon's Creek Commons project; Determine the appraisal value of \$52,145.00 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction and issue manual check in payment upon closing the transaction.
File Number: 2022-303
Minute Book #

Summary

Authorize acquisition of certain properties identified as Forrest County Tax Parcel No. 2-029J-10-159.00 and 2-029J-10-168.00, PPIN 44390 & PPIN 21870, for the Gordon's Creek Commons project; Determine the appraisal value of \$52,145.00 to be the fair market value and just compensation, and authorize the administration to make offer to the owner in this amount; Authorize the Mayor to execute any and all documents necessary to complete the transaction; Authorize issuance of a manual check in payment upon closing the transaction.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Newton Family Investments, LLC
Parcel No: PPIN # 44390 and 21870
Project No: Gordon's Creek Commons Project
County: Forrest

Under the authority conveyed to me by the City of Hattiesburg, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$52,145.

Signed _____ Date _____

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

REAL PROPERTY APPRAISAL REVIEW REPORT

Parcel Number(s)	PPIN #'s 44390; 21870
Owner	Newton Family Investments, LLC
Occupied / Leased	Vacant
County	Forrest
Project Description	Gordon's Creek Commons Project
Effective Date of Review Report	04/04/2022
Review Report Date	04/19/2022
Review Report Requested for	Original Appraisal

Prepared For



City of Hattiesburg

c/o Toby Banks, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Review Report Was Prepared By

John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231
3340 N. Liberty Street, Canton, MS 39046

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Appraisal Review of Fair Market Value

Identification of the Appraisal Report Under Review	
Owner:	Newton Family Investments, LLC
Parcel No:	PPIN #'s 44390; 21870
Project No:	Gordon's Creek Commons
County:	Forrest

Identification of Client and Intended Users

The City of Hattiesburg requested an appraisal review of the property described in this report. The intended user of this appraisal review report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Review Report

The opinions, reasons, and conclusions contained in this appraisal review report approve or recommend an estimate of just compensation, contained in the appraisal report under review, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation approved or recommended in this appraisal review report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi and serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein

Fair Market Value Defined

Fair Market Value as defined in the appraisal report under review is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".

Does this acquisition involve relocation assistance?	☐ Yes	☒ No
The basis for this estimate is:	☒ Sales Comparison Approach	☐ Cost Approach
Appraisal Effective Date:	04/04/2022	Report Date: 04/19/2022
Appraisal By:	George Null, MAI; GA-679	
Other Appraisals By:		Date:
Remainder:	Uneconomic Remnant	☐ Yes ☒ No
Estate Appraised and Under Review	☒ Fee	Area of Whole Tract 43,560 Sq. Ft.
	☐ Easement	Area of Remaining Tract 22,702 Sq. Ft.
	☐ Other	Area to be Acquired 20,858 Sq. Ft.

The appraisal report considered under this appraisal review is:

- ☐ **Accepted** (meets all requirements but is not selected as recommended or approved)
- ☐ **Not Accepted** (refer to reviewer's comments and conclusions)
- ☒ **Recommended** (as the basis for the establishment of the amount believed to be just compensation)
- ☐ **Approved** (as the basis for the establishment of the amount believed to be just compensation)

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

Purpose of the Review Report	<i>Evaluate compliance with relevant USPAP, client requirement, and applicable regulations. If purpose of the assignment includes the development of the reviewer's opinion of value, then state whether the reviewer concurs or differs with the opinion of value under review.</i>
The purpose of this appraisal review report is to provide the client, City of Hattiesburg, with a recommended estimate of just compensation to be used as the basis for the establishment of the amount believed to be just compensation for the acquisition of real property rights defined in the appraisal report under review. It has been prepared to reach a final conclusion as to the reliability of the value presented. In addition, the purpose of this review is to assure that the appraisal under review meets the requirements of the Mississippi Department of Transportation, the Federal Highway Administration, and the <i>Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)</i>, which are compatible with standards and practices of the current edition of the Appraisal Foundation's <i>Uniform Standards of Professional Appraisal Practice (USPAP)</i>, except to the extent that adherence to requirements of the Uniform Act, (P.L. 91-646, as amended, 42 U.S.C §4601, et seq. 49 CFR Part 24) required invocation of the USPAP Jurisdictional Exception Rule in certain instances, so as to conform with over-riding federal law relating to the valuation of real estate for government acquisition purposes.	

Scope of Work of the Review Report	<i>(State the nature, extent, and detail of the review process)</i>
The process of this review involved both a field inspection of the property appraised, field inspection of applicable comparable sales used, and a desk review of the appraisal report itself. The desk review involved verification that the appraisal report is in compliance with the requirements and needs of the Mississippi Department of Transportation, Mississippi State Law, regulations promulgated by the Federal Highway Administration, and the Uniform Standards of Professional Appraisal Practice. Also, the desk review is to assure that acceptable appraisal practice and techniques have been followed; proper data has been considered and explained, and that there are no relevant errors or mistakes in the report that would have an effect on the value or mislead the client. In regards to this review, Standards Rule 3-3(a) –(c) states: (a) When necessary for credible assignment results in the review of analyses, opinions and conclusions, the reviewer must: (i) Develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work. (ii) Develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) Develop the reasons for any disagreement. (b) When necessary for credible assignment results in the review of a report, the reviewer must: (i) Develop an opinion as to whether the report is appropriate and not misleading within the context of the requirements applicable to that work; and (ii) Develop the reasons for any disagreement. (c) When the scope of work includes the reviewer developing his or her own opinion of value, review opinion, or real property appraisal consulting conclusion, the reviewer must comply with the Standard applicable to the development of that opinion. (i) The requirements of STANDARDS 1, 6, 7, and 9 apply to the reviewer's opinion of value for the property that is the subject of the appraisal review assignment. (ii) The requirements of STANDARD 3 apply to the reviewer's opinion of quality for the work that is the subject of the appraisal review assignment. d) The requirements of STANDARD 4 apply to the reviewer's analysis, recommendation, or opinion for the consulting problem that is the subject of the appraisal consulting assignment.	

Additions or Changes to the Scope of Work and Comments <i>(If necessary)</i>	<i>Describe the nature, extent and detail of the field/desk review or any other additional scope of work.</i>
None	

Effective Date and Subject of the Review Report	State the effective date of the opinion of the work under review, and the subject of an appraisal review assignment (i.e., all or part of an appraisal report, work file, or a combination of both)
The effective date of this appraisal review report is 04/04/2022. The same effective date as shown as the effective date in the appraisal is being utilized in this review. Review inspected the subject property and related comparable sales on 04/07/2022. The appraisal under review has been developed in compliance with USPAP Standard Rule 1 and reported in compliance with Standard Rule 2-2(b) as an Appraisal Report. The appraiser has invoked USPAP's Jurisdictional Exception provision in regards to Standard Rules 2-2(a)(v) and 2-2(b)(v); Standard Rule 1-3(a); and Standard Rule 1-4(f). Jurisdictional Exception is claimed based upon state law (Miss Code, Sec. 65-1-8) and federal laws and regulations (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and "The Uniform Appraisal Standards for Federal Land Acquisitions"). An Appraisal Report is based upon the depth of analysis presented. Based on the data presented in the report under review along with reference to the Market Data Books, the appraisal report under review is considered to be an Appraisal Report.	

Ownership Interest Appraised in the Report Under Review	
Fee Simple	

Summary of Approaches			
	Before Value	After Value	Difference
Sales Comparison Approach	\$108,900	\$56,755	\$52,145
Cost Approach			
Income Approach			

Description of the Property Under Review	(Size - Before, After and Acquisition; Improvements; Location of acquisition; etc..)
The subject property is an urban tract of land of which a portion has a concrete parking lot located thereupon located along the east side of McLeod Street. The subject property is more specifically located in Block 2 and the alleys adjacent to Block 2 and Lots 48, 49, & 50 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis 1st Survey of the City of Hattiesburg situated within Section 10, Township 4 North, Range 13 West, Hattiesburg, Forrest County, MS. The tax ID numbers are PPIN #'s 44390; 21870 . The total property consists 1.0 acres± or 43,560 Sq. Ft. (1.0 x 43,560) consisting two (2) tax parcels being excess land for bar and grill across the road. These two parcels as combined was considered the larger parcel. The subject property's larger parcel consists of a total of 1.0 acres± or 43,560 Sq. Ft. more or less being irregular in shape as shown by the plats provided. The subject property is located along the east side of McLeod Street north of Hardy Street. The subject property has approximately 150 linear feet of accessible frontage along McLeod Street. The two tax parcels consists of 0.48 acres± (20,858 sq. ft.±) irregular in shape; and 0.52 acres± (22,702 sq. ft.±) rectangular in shape. The parcels as combined are one larger parcel are considered irregular in shape. Please note; tax parcel 21870 is improved with a concrete parking lot but this partial isn't affected by the proposed ROW. For appraisal purposes the larger parcel was considered as vacant land. Typical utilities are available on-site to include water, sewer, electricity, gas, and telephone. Additionally, typical utility easements are reportedly along local roadways; however, none adversely affecting the subject property. Being within the City of Hattiesburg, the subject property is also serviced by both police and fire protection.	

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

Note; Gordon's Creek runs along the north side of the subject property; however, a small portion of the subject property along the bank of Gordon's Creek lies within a permanent drainage easement in favor of the city of Hattiesburg.

As previously indicated, the subject property is a vacant urban property being irregular in shape. The property enjoys access from McLeod Street. The topography of the site was level at road grade with drainage appearing to be adequate with the entire property being within flood zone AE and AE shaded. Being within the city, the subject property prescribes to city zoning of which the subject property is currently zoned B-3; Community Business District by the city of Hattiesburg. This zoning allows for primarily commercial uses. Adjacent land uses consist of improved commercial properties and vacant commercial properties. The subject property is within an older developed commercial area in Downtown Hattiesburg with some new revitalized commercial developments.

Within the highest and best use discussion, the appraiser discussed the current zoning; location; and most likely use of the subject property as well as the use of properties adjacent to and in close proximity to the subject property. The appraiser determined the highest and best use as vacant to be commercial development. The highest and best use as improved was considered a commercial parking lot.

The acquisition area consists of 0.48 acres± or 20,858 Sq. Ft. more or less irregular in shape. There are no site improvements within the acquisition area. The acquisition area is somewhat triangular in shape. Please refer to the appraisal report for visual aids.

In the after condition 0.52 acres more or less or 22,702 Sq. Ft. will remain. This remainder is rectangular in shape being PPIN 21870 and continues to be functional as a commercial lot. Additionally, the commercial parking lot is unaffected. Damages were considered; however, none were found. Part of the project will provide a foot bridge across Gordon's Creek to provide for pedestrian traffic to the parking garage across the creek.

The highest and best use in the after condition as vacant and improved will remain the same as in the before condition or commercial development / commercial parking lot.

Please note; any Extraordinary Assumptions within the appraisal apply to this appraisal review as well.

Comments	<i>State all known pertinent information sufficient for the client and intended users to adequately understand the rational for the reviewer's opinion and conclusions.</i>
The Jurisdictional Exception Rule has been invoked and explained. The appraiser met with the owners on site and explained the project and acquisition area to them. After the meeting they were emailed an LPA Acquisition Guide and other materials related to the subject property/project. The appraisal was completed as an Appraisal Report of Land; which is the correct format as "land only" was being valued in the before and after conditions. Within the appraisal, the appraiser considered all three approaches to value. The appraiser developed a total before and after "land" value using the market approach to value. The cost approach was not developed as "land only" was being valued. Additionally, the Income Approach was not developed due to the nature of the property being "land only" with Income Data being for vacant land being limited. The only approach developed within the appraisal was the Sales Comparison Approach. The market data for the property as vacant was adequate to provide a reliable value analysis. In the valuation of the subject's site identified consisting of 1.0 acres± or 43,560 Sq. Ft. more or less, the appraiser analyzed three (3) land sales ranging in size from 0.35 acres± to as large as 0.735 acres±. The sales ranged in price per square foot from a low of \$1.02/sq. ft. to a high of \$2.85/sq. ft. having occurred between 7/20 and 07/21. After analyzing the market within their data base as well as searching the area for newer sales, the appraiser determined that the sales which occurred in 2020 (L-6 & L-9) all required a modest time adjustment, 5% per year,	

otherwise known as a Market Conditions adjustment. The sales were all arm's length transactions; hence, no condition of sale adjustment was required.

All three (3) sales were considered similar to the subject property with all three (3) sales considered. Note; none of the sales were adjusted with the exception of the time adjustment discussed above and a topography adjustment on all three sales. A value was adopted via reconciliation of the sales utilized. The adjusted range of values is from \$0.87/sq. ft. to \$3.44/sq. ft. For appraisal purposes, a unit value of \$2.50/sq. ft. was adopted for the subject site in the before condition or **\$108,900 RO.**

In the after condition, the same sales were utilized with the after value of the subject site considered similar as in the before condition. Hence, the same unit value in the before condition was adopted in the after condition or \$2.50/sq. ft. for 22,702 square feet for an adopted value of **\$56,755.**

The difference or estimated Just Compensation based on the Sales Comparison Approach is then **\$52,145.**

Conclusion

Address the completeness of the material under review, adequacy and relevance of the data, appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the work under review, and state any disagreements. (State the opinions, reasons, conclusions required in SR 3-1(d-g) given the scope of work defined)

As this is a partial acquisition from a vacant tract of land, the appraiser completed a total before and after value of the subject property's site. The appraiser has properly applied the Sales Comparison Approach for the value of the "land only" in both the before and after condition. The Cost and Income approaches to value were not considered necessary due to the available market data being adequate as "land only" was being valued.

The following opinions were developed as a result of my review of the appraisal that is the subject of this report.

The value opinions stated in the report under review were developed in compliance with the applicable standards and requirements. I recommend the appraisal report for use as the establishment of Just Compensation due the owner as a result of the acquisition. The valuation techniques and analysis were acceptable, supported, and not misleading. As the value opinions were acceptable, the reviewer wasn't required to develop an independent value conclusion.

I recommend the appraiser's conclusion in regards to valuation of the subject property in the before and after condition. The final value conclusion is based on the Sales Comparison Approach.

The estimated due compensations is then **\$52,145.**

The estimate of just compensation, which includes fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, is \$52,145 and is recommended as the basis for the establishment of the amount believed to be just compensation.

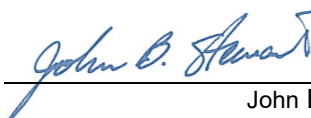
The recommended estimate of just compensation includes the following amounts compensable under State Law but not eligible for Federal reimbursements: (if none, state "none") None

Recommended Distribution of Final Estimate of Value

Parcel	Land	Improvements	Damages	Total
PPIN #'s 44390; 21870	\$52,145	\$0	\$0	\$52,145
Total: Fifty-Two Thousand One Hundred Forty-Five Dollars				

Date
04/19/2022

Review Appraiser



John B. "Jeb" Stewart, SR/WA
State Licensed Certified General Real Estate Appraiser # 231

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

Assumptions and Limiting Conditions

This appraisal review is subject to the following underlying assumptions and limiting conditions:

1. This review is of the property described in this report.
2. The reviewer has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is the only for the purpose of assisting the reader in visualizing the property.
3. The reviewer assumes that the proposed project will be constructed in accordance with plans provided to reviewer and within established proposed right-of-way limits except as when needed construction easements, either temporary or permanent in nature. Reviewer reserves the right to make changes or additions to this review when necessary if notified of any change, additions, or alterations in plans provided.
4. This review incorporates the assumptions and limiting conditions of the appraisal report under review and is based upon information, estimates, and opinions that were expressed in the appraisal report as well as other sources considered being reliable and believing them to be true and correct. The reviewer does not assume responsibility for the accuracy of such items that were furnished by other parties.
5. Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg.
6. If relevant information or errors come to the attention of the review, the reviewer reserves the right to change and revise valuations in this report.
7. This report is to be used in its entirety. The reviewer is not responsible if any part of this report is used to the exclusion of the remainder.
8. The reviewer will not disclose the contents of this review or appraisal report, except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. Reviewer assumes the property to be free and clear of any and all hazardous waste and material or environmental contaminants. Unless otherwise stated in the appraisal report, the reviewer has no knowledge of any hidden or unapparent conditions of the property or adverse conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The reviewer will not be responsible for any such conditions that do exist or for engineering or testing that might be required to discover whether such conditions exist. Because the reviewer is not an expert in the field of environmental hazards, the review report must not be considered an environmental assessment of the property.

There are no additional assumptions and limiting conditions applicable to this review appraisal.

Certificate of Review Appraiser

I certify that, to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions, and conclusions in this review report are limited only by the assumption and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions. The recommended estimate of just compensation has been reached independently based on appraisal(s) and other factual data or record without collaboration.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results and my compensation is not contingent on the analyses, opinions, or conclusions reached or reported.

The real property appraisal review documented in this appraisal review report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisal review as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal review documented in this appraisal review report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

I did personally inspect the subject property of the work under review, and I did personally inspected the market comparable sales sited in the appraisal report under review, and I did not personally verify the factual data presented in the appraisal report under review.

I understand that this estimate may be used in connection with Federal Aid Highway Project.

Unless expressly stated otherwise in this report, no one provided significant professional assistance to the review appraiser signing this review report.

The value estimate is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The reviewer is not an expert in the identification of hazardous substances or detrimental environmental conditions. The reviewer's routine inspection of and inquisition about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental condition which would affect the property negatively unless otherwise stated in the report. It is possible that tests and inspections made by a qualified hazardous substances or environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value. The reviewer reserves the right to make necessary adjustments, if needed, in this report of any hazardous substances or detrimental environmental conditions are discovered on or around the property being appraised. The review process has been made with the assumption that the appraised property and other properties around the appraised property are free and clear of any hazardous substances or detrimental environmental conditions.

I have not performed any services within the past three-year period immediately preceding acceptance of this assignment.

Based upon my independent review of the attached appraisal report and the exercise of my professional judgment, the recommended estimate of just compensation is \$52,145.

Review Appraiser (sig.):

(print name)

(license)

John B. "Jeb" Stewart, SR/WA

State Licensed Certified General Real Estate

Appraiser # 231

Date: 04/19/2022

Parcel No. PPIN # 44390; 21870

Project No. Gordon's Creek Commons Project

Review Appraisal Report

APPRAISAL REPORT of Land

Parcel Number(s)	2-029J-10-159.01 / PPIN #44390 & 2-029J-10-168.00 / PPIN#21870
Owner	Newton Family Investments, LLC.
Vacant / Occupied / Leased	Vacant / Occupied with a parking lot for Thirsty Hippo Bar
County	Forrest
Project Description	Gordon's Creek Commons Project
Effective Date of the Appraisal	04/04/2022
Report Date	04/19/2022
Report Requested for	Original Appraisal

Prepared For

City of Hattiesburg
c/o Lamar Rutland, P.E.
Director of Engineering

This Appraisal and Appraisal Report Was Prepared By



6760 US Hwy 98, Suite 2 Hattiesburg, MS 39402
601-271-9044 (T) 601-271-9099 (F)

George Null, MAI
State Certified General
Real Estate Appraiser, GA-679

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

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Appraisal Report

County	<u>Forrest County</u>		
Owner(s):	<u>Newton Family Investments, LLC.</u>	Address:	<u>312 Third Avenue,</u> <u>Hattiesburg, MS 39402</u>
Phone:	<u>(601) 818-4874</u>		
Occupant(s):	<u>Vacant</u>	Address:	<u></u>
Phone:	<u></u>		

Estate Appraised:	☒ Fee	Area of Whole Tract	<u>+/- 1.00 Acres or 43,560 sf</u>
	☐ Easement	Area of Remaining Tract	<u>+/- 0.52 Acres or 22,702 sf</u>
	☐ Quit-Claim	Area to be Acquired	<u>+/- 0.48 Acres or 20,858 sf</u>

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates:	<u>04/04/2022</u>
George Null met with Sarah Newton and her husband, Brad Newton, at the subject property on April 4th, 2022. We discussed the history of the property and current use. The property owner purchased the property for a parking lot expansion onto their bar/restaurant across the street. The subject property is improved with a parking lot on about one-half of the property. The remainder is undeveloped wooded lot. It is triangular in shape. The property owner stated that she was aware of three comparable sales close to the subject. The first one is the sale of the Lowry property immediately to the south. This property is a former car dealership parking lot and was purchased in approximately 2018. The second was purchased by the City of Hattiesburg from Frank Polk. This property is immediately north of the subject and is going to be a part of the Gordon's Creek Commons project. The third is the subject parcel which was purchased in 2012. After meeting in her office, we walked the entire property and acquisition area. Following the inspection, I forwarded an email with a copy of the plat, the Citizen's acquisition guide, and the overall project site plan to the property owner.	
Contact Comments	<u>See Above</u>
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee:
Terms:	

Appraiser:
(signature)
(print name)
(license type)



George Null, MAI
State Certified General Real Estate Appraiser, GA-679

Date: 04/19/2022

Summary of Facts and Findings

Project No. Gordon's Creek Commons Project	Parcel No. 2-029J-10-159.01 / PPIN #21852 & 2-029J-10-168.00 / PPIN#21870
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Property Owner: Newton Family Investments, LLC. Address: 312 Third Avenue, Hattiesburg, MS 39401 Phone: (601) 818-4874	Leasehold (Tenants) N/A Address: N/A Phone: N/A
---	--

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is contained in two parcels of land located along the east side of McLeod Street. The property parcel is located Just west of Gordon's Creek. The legal states that is a part of Block 2, and the vacated alleys adjacent to Block 2 and lots 48, 49 & 50 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis 1 st Survey of the City of Hattiesburg. Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	

Size of the Whole Tract (Before):	+/- 1.00 Acres or 43,560 square feet
Size of the Remaining Parcel (After):	+/- 0.52 Acres or 22,702 square feet
Size of the Area to be Acquired:	+/- 0.48 Acres or 20,858 square feet

Highest and Best Use Before (Whole Tract):	Commercial
Highest and Best Use After (Whole Tract):	Commercial

Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	+/- 1.00 Acres
Highest and Best Use of the Larger Parcel(s)	Commercial

Unit Value of the Land (Before)	\$2.50/sf
Unit Value of the Land and Improvements (Before)	\$2.50/sf
Unit Value of the Land (After)	\$2.50/sf
Unit Value of the Land and Improvements (After)	\$2.50/sf

Improvements:	
There is a paved parking lot on the western most parcel (PPIN#21870) and it is not being affected by the proposed acquisition area. There are no other contributory improvements located on the property.	

Total Before Value:	\$108,900
Total After Value:	\$56,755
Just Compensation:	\$52,145

Allocation of Compensation for All interest: <i>(List all interest such as Q interest, Temporary Easements, Warranty Deeds, etc.)</i>				
None				
Parcel No.	Land	Improvements	Damages	Total
PPIN# 44390 & PPIN# 21870	\$52,145	\$0	\$0	\$52,145

Effective Date of the Appraisal:	04/04/2022
Date of Report:	04/19/2022

Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes.

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of real property rights proposed to be acquired by a government entity or other local public agency;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

George Null made a personal inspection of the property that is the subject of this report on 04/04/2022.

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

No one has provided significant professional assistance to me in the performance of this appraisal.

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable: _____ ;

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the client or until required by law.

My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation;

The use of this report is subject to requirements of the Uniform Standards of Professional Appraisal Practice relating to review by its duly authorized representatives;

George Null is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-679, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	<u>\$108,900</u>
Fair Market Value of the Remainder Property	After	<u>\$56,755</u>
The difference between the Fair Market Value of the whole tract and the remainder is		<u><u>\$52,145</u></u>

as of 04/04/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date **04/19/2022**

Appraiser (sig.)



(name)

George Null, MAI

(License)

State Certified General Real

Estate Appraiser, #GA-679

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein. There are no other intended uses.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “fair market value of the area to be acquired and damages, if any, to the remainder”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance on Federal regulation requirements (49 CFR Part 24). The “extent of the inspection process” includes but is not limited to a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

George Null met with Sarah Newton and her husband, Brad Newton, at the subject property on April 4th, 2022. We discussed the history of the property and current use. The property owner purchased the property for a parking lot expansion onto their bar/restaurant across the street. The subject property is improved with a parking lot on about one-half of the property. The remainder is undeveloped wooded lot. It is triangular in shape. After meeting in her office, we walked the entire property and the acquisition area.

Following the inspection, I forwarded an email with a copy of the plat, the Citizen's acquisition guide, and the overall project site plan to the property owner.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple ownership.

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple.	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according to established law of the State of Mississippi.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xi) and (b)(xi) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

- identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:

- (i) the extraordinary assumption is required to properly develop credible opinions and conclusions;
- (ii) the appraiser has a reasonable basis for the extraordinary assumption; and
- (iii) use of the extraordinary assumption results in a credible analysis;

- identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- (i) use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- (ii) use of the hypothetical condition results in a credible analysis; and
- (h) determine the scope of work necessary to produce credible assignment results in accordance with the SCOPE OF WORK RULE.24

USPAP- 2020-2021 Standards Rule 1-2 – (f)-(g)

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USPAP 2020-2021, pg. 4 defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:
--

1) The appraisal of the AFTER condition is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and that the construction is consistent with the plats and plans described in this report.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

None

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

Survey plats were provided to the appraiser from Clearpoint Consulting Engineers, P.A. Wetlands and flood zone maps were referenced from online databases.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time:

The Comment to USPAP Standards Rule 1-2(c) states *“when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion”*. The Comment to USPAP Standards Rule 2-2(a)(v) and 2-2(b)(v) states *“when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report”*. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the public agency through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the client, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646.

Consideration of Land Use Regulations:

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal requirements found at 49 CFR 24.103(b). All real property appraisals performed for the local public agencies/ government authorities, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to requirements of Federal regulation at 49 CFR 24.103(b), all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto.

Consideration of Anticipated Public Projects:

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the City of Hattiesburg, whether by staff employees or contracted fee appraisers, must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the City of Hattiesburg shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, all real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for local public agencies shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c), and Standard Rule 2-2(a)(xi) as it pertains to same.

Additions to the Scope of Work and Comments (If necessary)	
The Scope of Work included:	
a) an inspection of the subject property and the research and collection of data pertaining to recent economic development and real estate activity in Forrest County, Mississippi, as well as other parts of the state. The Sales Comparison approach to value was used. Information was collected from courthouse records, files of reliable real estate professionals, property owners and developers, the search of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, and types of properties were started with relatively narrow constraints and, if necessary, were expanded until the appraiser had either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believed that he had reasonably exhausted the available pool of data. Efforts were made to verify the data with persons directly involved in the transactions such as buyers, seller, brokers, or agents. At the appraiser's discretion, some data was used without personal verification if, in	

the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

b) has investigated and analyzed any pertinent easements or restriction, on the fee simple ownership of the subject property. It is the client's responsibility to supply the appraiser with a title report. If a title report is not available, the appraiser will rely on a visual inspection and identify any readily apparent easements or restrictions;

c) has analyzed the data found and has reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

d) has prepared the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

e) has prepared an Appraisal Report, as defined in USPAP, which includes photographs of the subject property, descriptions of the subject neighborhood, the site, and any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The subject property is located along the east side of McLeod Street, in downtown Hattiesburg, Forrest County, Mississippi. This area consists primarily of commercial properties.			
Subject Location	☒ Urban	☐ Suburban	☐ Rural
Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	<u>Hattiesburg</u>		
Primary Shopping/Trade Center – County	<u>Forrest</u>		
Nearest Employment Center	<u>Hattiesburg</u>		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The subject property is located along the east side of McLeod Street. The downtown area of Hattiesburg is to the east of the subject property. Both Hardy Street and West Pine Street are to the south. The surrounding uses are predominantly commercial uses.					
The subject neighborhood is a revitalized commercial area of Hattiesburg, west of the downtown Hattiesburg area.					
Neighborhood Zoning	☐ Res.	☒ Comm.	☐ Ind.	☐ Other	☐ None
Neighborhood Utilities	☒ Elec.	☐ Gas	☒ Water		
	☒ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☒ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg Public Schools & William Carey University to the south				
Recreational Facilities					
Fire	Hattiesburg				
Police	Hattiesburg				
Other					

Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects / expansions / cutbacks, or other items worthy of noting, if applicable)</i>
The downtown Hattiesburg market is stable to increasing, with increased investment and demand in the area. There is a continued effort at revitalizing the downtown area with restaurants, bars, and retail shopping. Some of the historic homes have been revitalized and remodeled as well. Several restaurants have closed since COVID began. The continued demand in downtown Hattiesburg presents a stable, but cautious outlook for the area.	

Site Description

(Before – Acquisition - After)

Site Description — Before

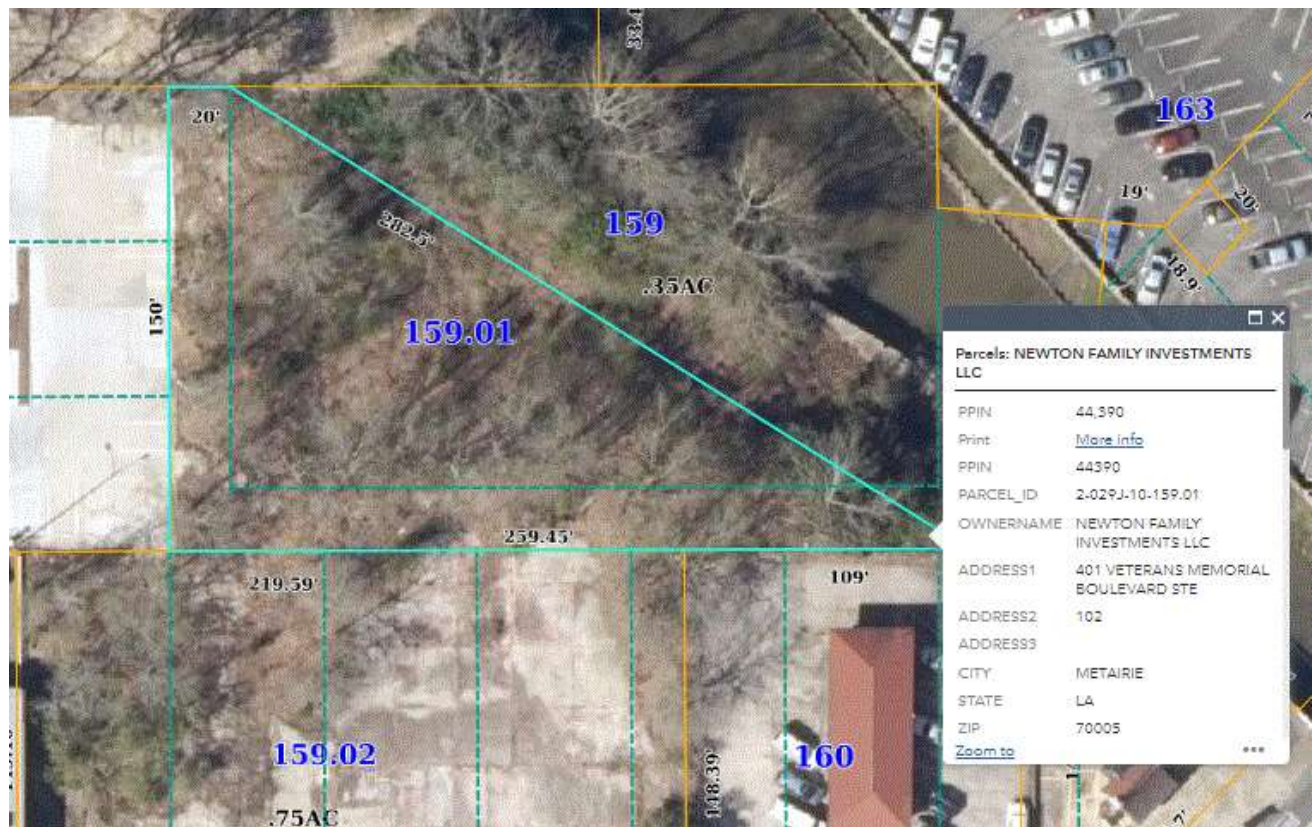
An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Information, regarding the total ownership, has been obtained by the appraiser from current county records, the acquisition map and other reliable sources, including a physical inspection of the site. (A survey and/or metes and bounds description of the total subject property has not been provided to the appraiser)

Present Use of Site: Vacant, commercial land

Legal Description of the Total Ownership: The subject property is contained in two parcels of land located along the east side of McLeod Street. The property parcel is located Just west of Gordon's Creek. The legal states that is a part of Block 2, and the vacated alleys adjacent to Block 2 and lots 48, 49 & 50 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis 1st Survey of the City of Hattiesburg. Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi. See the plat on the following pages for a more precise legal description.

Subject Parcel





Location: The subject property is located east of McLeod Street and north of Hardy Street in Hattiesburg, Forrest County, Mississippi. Hardy Street is a busy corridor with a multitude of commercial uses in the downtown area of Hattiesburg.

Dimensions/Area/Shape: The subject property is irregular in shape with access along McLeod Street. The larger parcel contains approximately +/- 1.00 acre and is contained in two tax parcels. The dimensions for the subject parcel (PPIN# 44390) contains approximately +/- 0.48 acres or 20,858 square feet and is irregular shape. The second parcel makes up the larger parcel. It is identified as (PPIN# 21870) and contains approximately +/- 0.52 acres or 22,702 square feet and is rectangular in shape.

Frontage/Access: The property has +/- 150' of frontage along McLeod Street.

Topography: The subject property is a fairly level lot and is located almost entirely in a flood zone area.

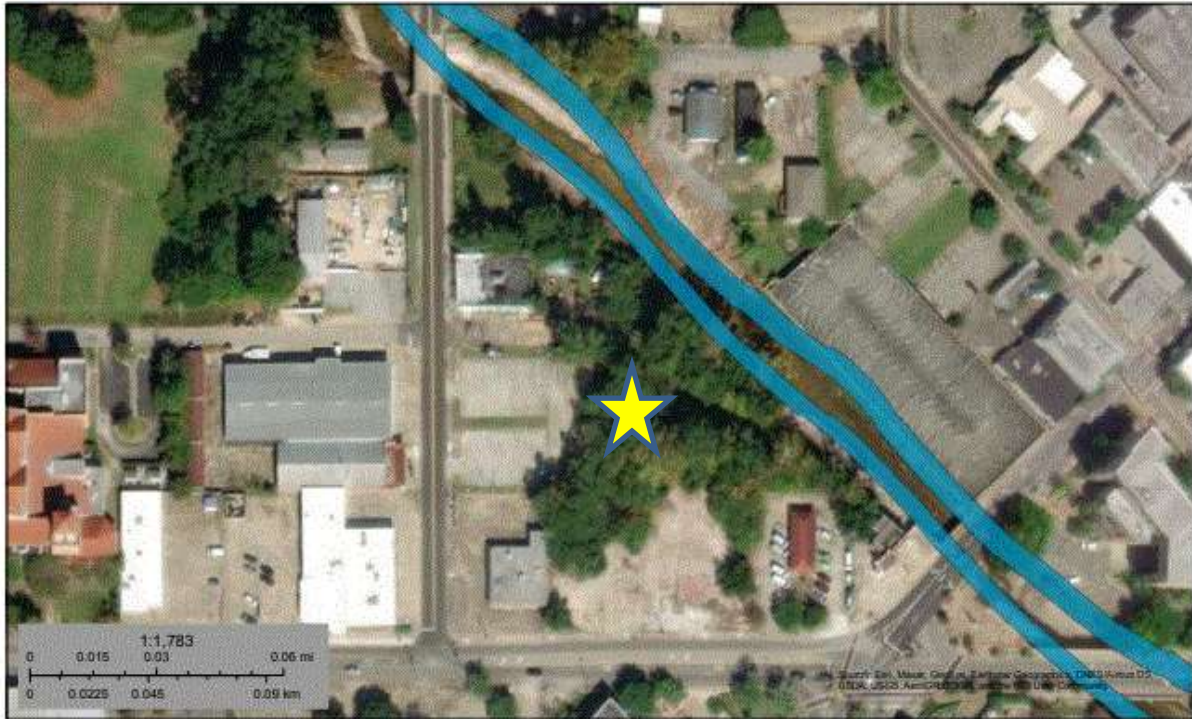
Flood Plain and Drainage Data: According the FEMA National Flood Hazard map, identified as panel #: 28035C0108D, dated March 2nd, 2010, the property is located in a flood zone AE, which is a designated flood hazard area.



WETLANDS MAP



Gordon's Creek Comm



April 11, 2022

Wetlands	
Estuarine and Marine Deepwater	Freshwater Emergent Wetland
Estuarine and Marine Wetland	Freshwater Forested/Shrub Wetland
	Freshwater Pond
	Lake
	Other
	Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

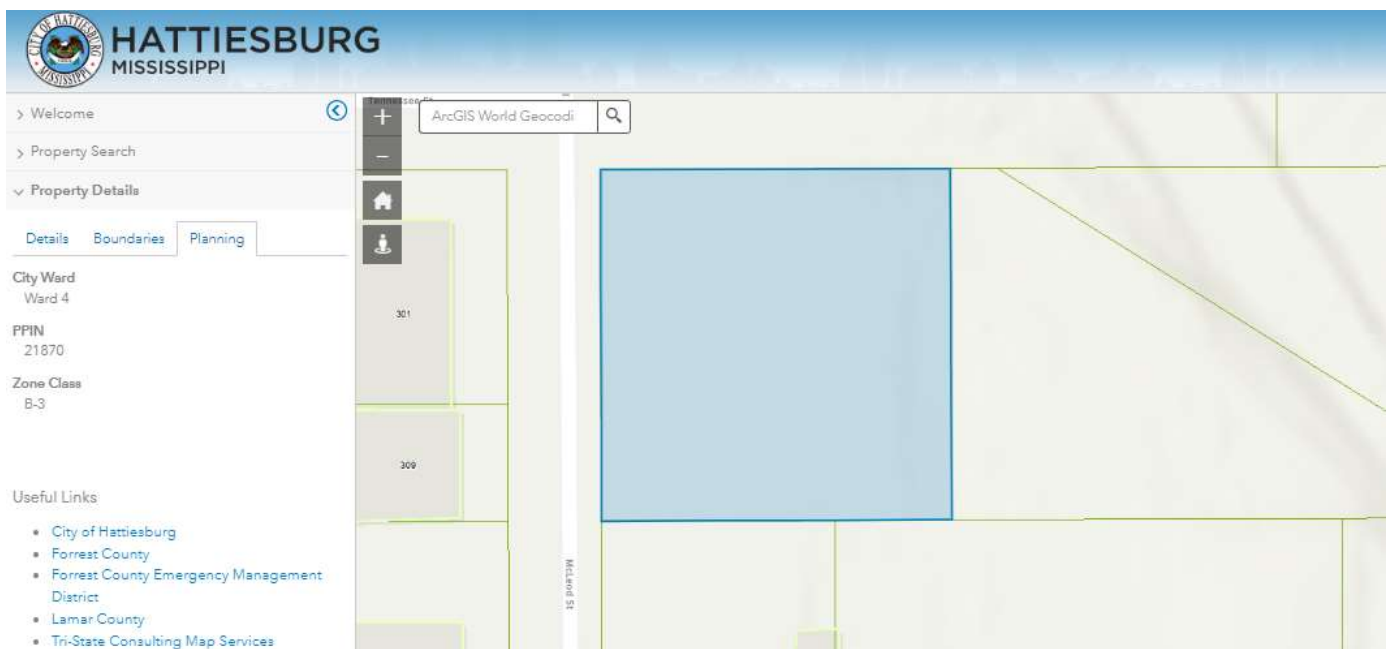
**** No wetlands are indicated on the subject property from the map found above.**

Use Restrictions: The property is zoned B-3, Community Business District by the City of Hattiesburg. This zoning allows for primarily commercial uses. Please see the addenda of this report for the full zoning ordinances.

4.5.10 B-3 Community Business District	
Description and Purpose	Characteristic Development Type
The purpose of the B-3 District is to provide for retail, <u>personal service</u> , and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.	
District Uses and Use Standards	See Section 5
District Dimensional Standards	See Section 6
District Development Standards	See Section 7
District Sign Standards	See Section 10



(Proposed Acquisition Area / PPIN# 44390)



(Outside of Acquisition Area / PPIN# 21870)

Site Improvements: There is a parking lot located west of the acquisition area on PPIN# 21870. There are no contributory improvements located in the proposed acquisition area in the before condition.

Adjacent Land Uses: Commercial

Easements/Encumbrances: A small portion of the property is subject to a drainage easement along Gordon's Creek. Refer to the drawing on the following page for reference to the easement.

Drainage Easement:



Utilities:



Utility Service	Supplier	Utility Service	Supplier
Electricity	Mississippi Power Company	Sewer	City of Hattiesburg
Gas	Willmut Gas and Oil Co.	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	BellSouth Telecomm.

Comments:	Include additional narrative, as needed.
The subject is located in an older commercial area of Hattiesburg, with some new revitalized commercial buildings such as Blooms and The Thirsty Hippo. Gordon's Creek runs along the northern property boundary.	

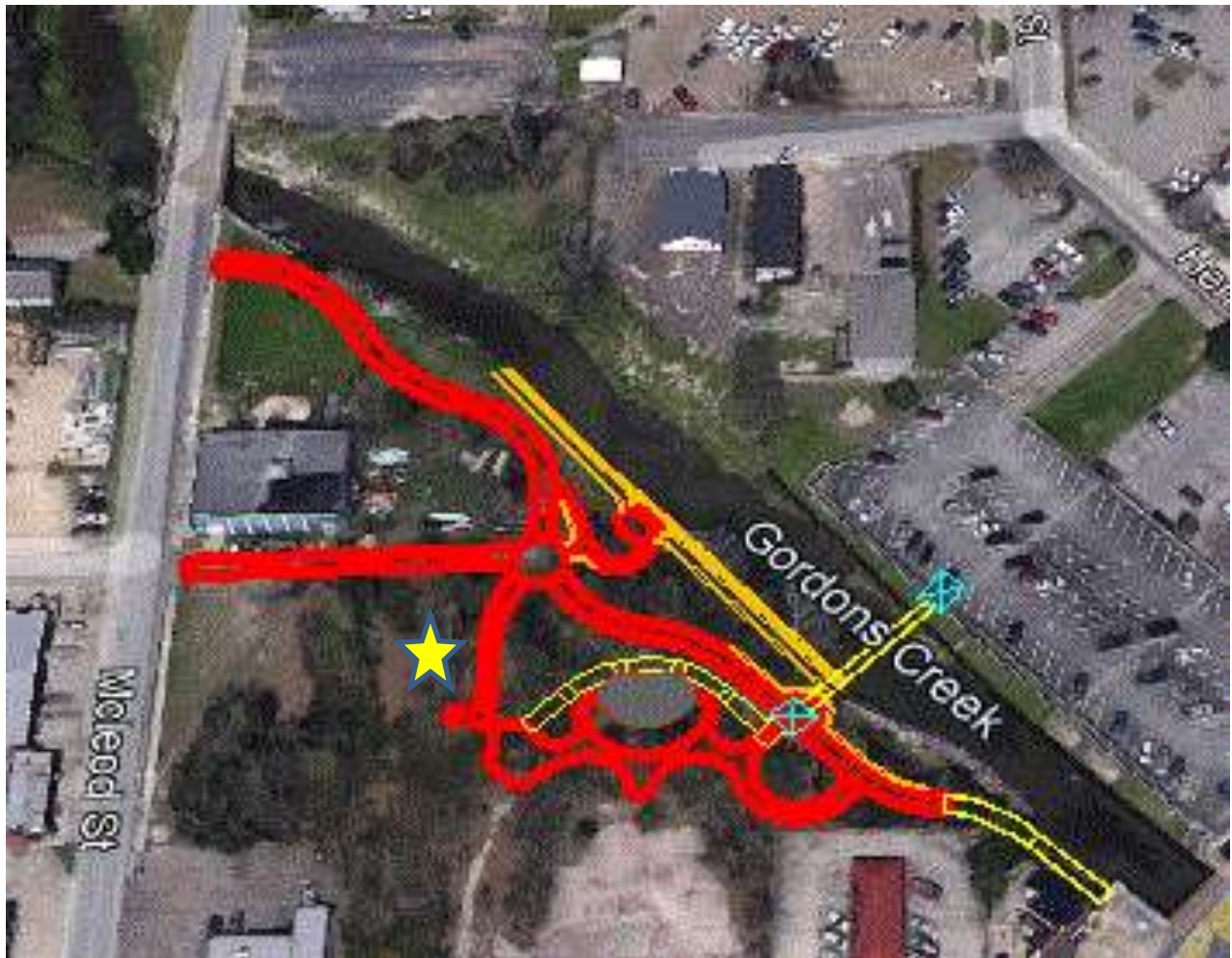
Site Description — Area of Acquisition

Location: The acquisition area is +/- 0.48 acres or +/-20,858 sf contained on PPIN#44390. The proposed acquisition area completely takes all land in PPIN# 44390.

Dimensions/Area/Shape: The fee simple acquisition area is +/- 0.48 acres or +/-20,858 sf contained on PPIN# 44390. The dimensions are roughly 150' x 260' x 281' in a triangular shape. See the plats for better detail.

Site Improvements: There are no contributory improvements located in the acquisition area.

Rights to be Acquired for Each Parcel: Fee Simple



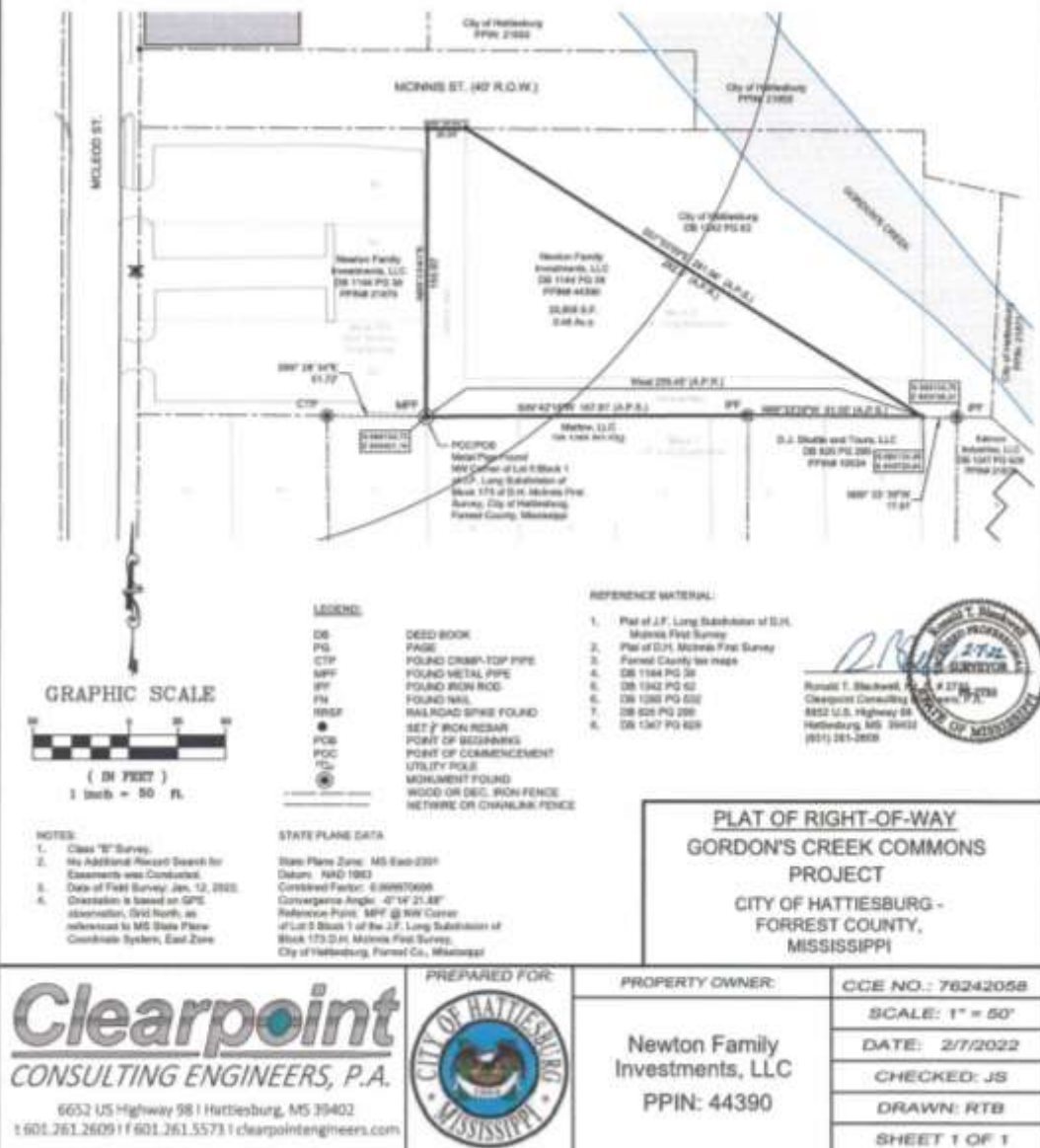
Aerial view of proposed project.

SURVEY

DESCRIPTION OF SURVEY AREA
NEWTON FAMILY INVESTMENTS, LLC
PPIN# 44390

A part of Block 2, and the vacated alleys adjacent to said block, of the J.F. Long Subdivision of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 14' 21.88" and using grid distances with a combined factor of 0.999970698 (determined at a metal pipe found at the NW corner of Lot 5 Block 1 of said J.F. Long Subdivision):

COMMENCE AND BEGIN at a metal pipe found at the NW corner of Lot 5 Block 1 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, said point having grid coordinates of N = 664134.73, E = 840461.19; thence run North 00 degrees 13 minutes 41 seconds East along the west line of a vacated alley adjacent to said Block 2 of J.F. Long Subdivision for a distance of 150.00 feet to an iron pin set on the south line of McInnis St.; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 20.00 feet to an iron pin set on the east line of said vacated alley; thence run South 57 degrees 53 minutes 59 seconds East for a distance of 281.96 feet to an iron pin set on the north line of that property described in Deed Book 826 Page 290; thence run North 89 degrees 33 minutes 39 seconds West along said north line for 91.55 feet to an iron pin found; thence run South 89 degrees 42 minutes 16 seconds West along the north line of that property described in Deed Book 1285 Page 532, for a distance of 167.91 feet back to the Point of Beginning. Said parcel contains 20,858 square feet, or 0.48 acres, more or less.



Site Description — After

Dimensions/Area/Shape: Following the acquisition, the larger parcel of this report will have +/-0.52 acres remaining.

Frontage/Access: There will be the same frontage and access as in the before condition.

Topography: The topography will be the same on the western most tax parcel as in the before condition. The eastern most tax parcel will be completely acquired.

Flood Plain and Drainage Data: Same as in the before condition.

Use Restrictions: Same as in the before condition.

Off-Site Public Improvements: Same as in the before condition.

Easements/Encumbrances: Same as in the before condition.

Utilities: Same as in the before condition.

Comments:	<i>Include additional narrative, as needed.</i>
There will be a pedestrian bridge to the parking garage over Gordon's Creek. This will carry foot traffic from the parking garage to the proposed park.	

Items of Real Property Appraised

The property to be appraised in this report is +/- 1.00 acre of land contained in two tax parcels.

Items of Personal Property Not Appraised

None.



View looking south along McLeod Street at the subject property to the left.



View looking north along McLeod Street with subject to the right.



Additional view of the subject parcels.



View of the proposed acquisition area from the parking lot of the adjacent parcel.



View of the proposed acquisition area staking.



Additional view of the proposed acquisition area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the client
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
According to the Tax Assessor's website, the whole tract is contained in two parcels. The eastern most tax parcel is irregular in shape and contains approximately +/- 0.48 acres and is the proposed acquisition area. The western most tax parcel is square in shape and contains approximately +/- 0.52 acres. The parking lot is utilized by the bar across the street owned by Newton Development, LLC. It is non-contiguous due to the street and owned by a different entity. The acquisition has no effects to the bar property. It was not considered a part of the whole tract. The contiguous property contains a total of +/- 1.0 acres, more or less. The property east of McLeod Street is owned by Newton Family Investments, LLC. This was considered the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The +/- 1.0 acres or 43,560 square feet and is owned by Newton Family Investments, LLC. It has a highest and best use as commercial. Thus, it was valued as the larger parcel of this appraisal report.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

"The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
<i>Physically possible:</i> The site has access to McLeod Street and is physically large enough for a variety of uses. Any sort of small commercial, retail or single family use would be physically possible on the site. <i>Legally permissible:</i> The site is zoned B-3 by the City of Hattiesburg. This zoning district is intended for commercial business uses. Residential and industrial uses would be excluded. <i>Financially feasible:</i> The site is located in Hattiesburg and is legally restricted to B-3 zoning class. This area along McLeod Street is mostly older and/or commercial uses. Feasible uses would be similar commercial uses. <u>Highest and Best Use As Vacant:</u> The subject property contains +/- 1.0 acres. The property has direct physical access off of McLeod Street and is in an area of commercial uses. For this reason, the highest and best use as vacant is as a commercial lot. <u>Highest and Best Use As Improved:</u> Commercial Parking Lot	

HIGHEST AND BEST USE IN THE AFTER CONDITION

The remainder will continue to have a highest and best use in the after condition as a commercial parking lot.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified, please explain below.)

Ownership History							
Property Transactions during the last five years to Date:							
Date	Grantor		Grantee		Consideration	Book/Page	Ver.
12/11/2012	Sarah M. & Bradley S. Newton		Newton Family Investments, LLC		N/A	1065/353	QD
Explanation: There have been no transfers in ownership in the last five years. For convenience, the most recent conveyance was listed above. A copy is found in the addenda.							

Tax Information			
Tax Parcel I.D. Number	PPIN # 44390	True Value – Land	\$7,260
Millage Rate		True Value – Improvements	N/A
Property Assessment Rate			
Special Assessments			

Tax Information			
Tax Parcel I.D. Number	PPIN # 21870	True Value – Land	\$27,220
Millage Rate		True Value – Improvements	\$38,690
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

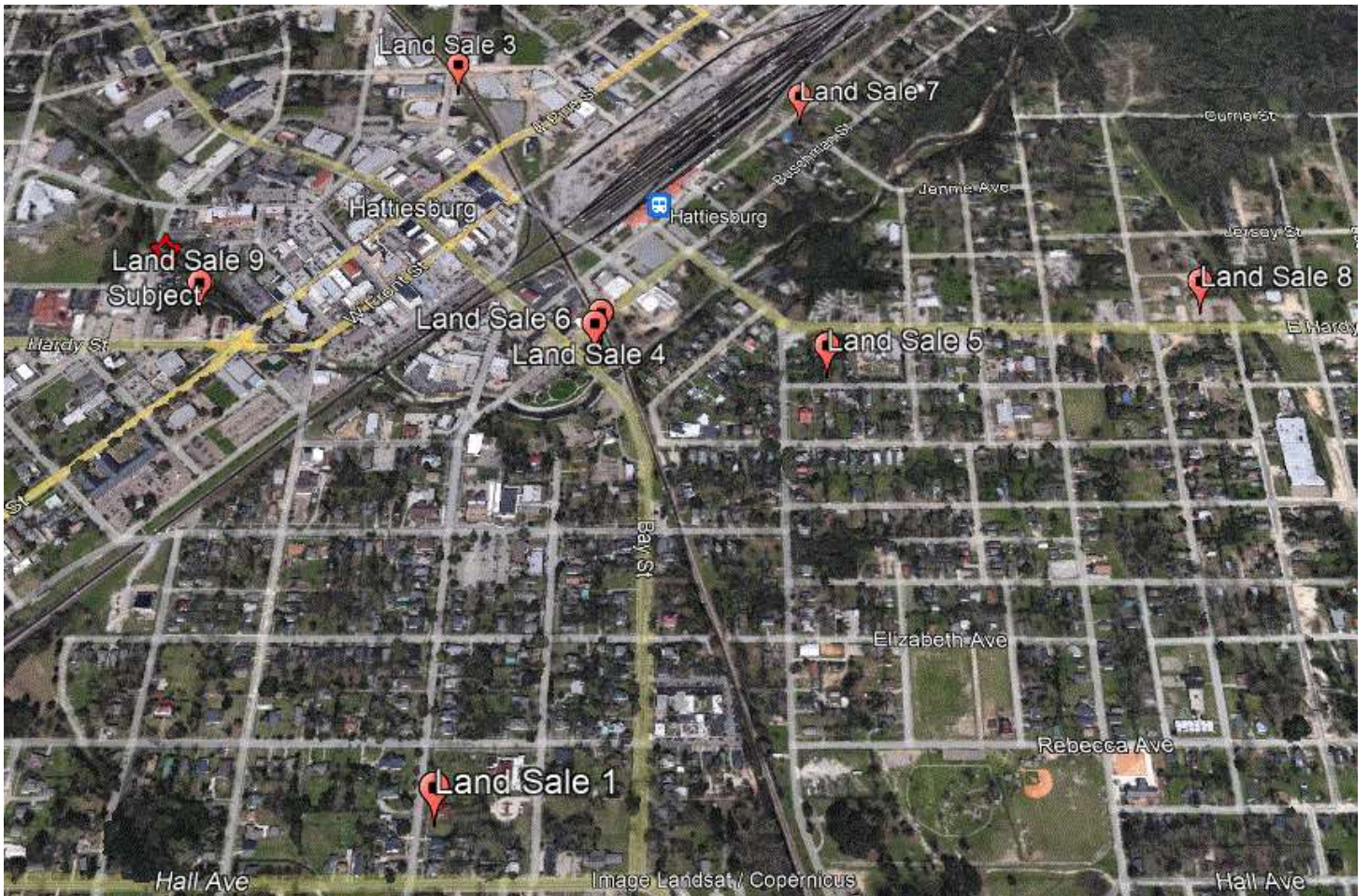
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The two tax parcels to be appraised are vacant tracts of commercial property. There are no improvements other than concrete parking located on the western most parcel that is not being affected by the proposed acquisition. Thus, the Cost and Income approaches were not utilized. The value of the larger parcel is valued using the Sales Comparison approach presented on the following pages.	

LAND SALES MAP



Sales Comparison Approach – (Land) – Before Value

- ☐ Complete Take
☒ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #	L-5	Comp Sale #	L-6	Comp Sale #	L-9
Location		East Hardy Street		101 Main Street		Off of McLeod Street	
Sales Price			\$32,500		\$43,500		\$37,000
Price Per SF			\$1.02		\$2.85		\$2.43
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			\$1.02		\$2.85		\$2.43
Financing	Typical						
Adjusted Price			\$1.02		\$2.85		\$2.43
Condition of Sale	Arms-Length						
Adjusted Price/ SF			\$1.02		\$2.85		\$2.43
Market Conditions	Date of Sale	7/20/21	0%	11/24/20	5%	7/14/20	5%
Adjusted Price / SF			\$1.02		\$2.99		\$2.55
Location		Similar	\$0.00	Similar	\$0.00		\$0.00
Size (Acre(s))	1.000	0.735	\$0.00	0.350	\$0.00	0.350	\$0.00
Topography / Floodplain	Flat, level	flat, level	-15%	flat, level	-15%	Creek	35%
Utilities	W-P-S	Similar	\$0.00	Similar	\$0.00	Similar	\$0.00
Zoning	B-3	B-1	\$0.00	B-3	\$0.00	B-3	\$0.00
Net Adjustment		(+/-)		(+/-)	(0.45)	(+/-)	
		Net %	-15.00%	Net %	-10.00%	Net %	40.00%
		Gross %	-15.00%	Gross %	20.00%	Gross %	40.00%
Adjusted Sales Price			\$0.87		\$2.54		\$3.44

Average: \$2.28/sf

Adopted Unit Value, Before (Land Only): \$2.50

Size	Unit of Measure	Rate		
43560.000	Square Feet	\$2.50	Per SF	\$108,900
Add (Timber, minor site improvements, fencing - See Attached):				\$0
Total Before Value (Land Only):				\$108,900
r/o				\$108,900

Sales Comparison Approach – (Land) – After Value

☐ Complete Take

☒ Partial Take

Acre(s) ▼

Item	Subject	Comp Sale #		Comp Sale #		Comp Sale #	
Proximity to Subject							
Sales Price							
Price Per Unit (Acre(s))			#DIV/0!		#DIV/0!		#DIV/0!
	Description	Description	+/- Adj.	Description	+/- Adj.	Description	+/- Adj.
Property Rights Conveyed	Fee, Ease,						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Financing	Typical						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Condition of Sale	Arms-Length						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Market Conditions	Date of Sale						
Adjusted Price			#DIV/0!		#DIV/0!		#DIV/0!
Location							
Size (Acre(s))							
Topography							
Utilities							
Other							
Net Adjustment		(+/-)	\$0.00	(+/-)	\$0.00	(+/-)	\$0.00
		Net %		Net %		Net %	
		Gross %	#DIV/0!	Gross %	#DIV/0!	Gross %	#DIV/0!
Adjusted Sales Price			#DIV/0!		#DIV/0!		#DIV/0!

SAME AS PREVIOUS

Adopted Unit Value, After (Land Only): \$2.50

Size	Unit of Measure	Rate	
22,702.00	Square Feet	\$2.50	\$56,755
Less Cost to Cure:			\$0
Less Easements (See Attached):			\$0
Less Other (See Attached):			\$0
Total After Value (Land Only):			\$56,755
R/O			\$56,755
Difference in Before and After:			\$52,145

Parcel No. PPIN# 44390 & 21870

Project No. Gordon's Creek Commons Project

Explanation of Adjustment-(Land)

(Before and After)

Before Value – Land Adjustments

Property Rights Conveyed: All of the sales were fee simple conveyances. No property rights adjustments were required.

Financing: No adjustments applied

Conditions of Sale: No adjustments applied

Market Conditions: The sales spanned from 2020 to 2021. There is limited lot sales activity in the downtown Hattiesburg market, so the overall availability of sales is limited. There is one sale in the brochure that indicates a 7% annual appreciation. Other benchmark studies indicate a 3% rate over a much broader group of sales. The current market is strong and an annual appreciation rate of 5% per year has been applied to the land sales.

Location: All of the sales are located in Forrest County and are generally similar in location. Therefore, no adjustments were made.

Size: Site size is an adjustment in which comparables site size is compared to the subject. Depending on the market segment, variation in site size can have effect up to a point on the price per square foot index. Typically, if a comparable site is larger than the subject site, an upward adjustment is applied to reflect economies of scale. Conversely, if a comparable site is smaller than the subject site, a downward adjustment may need to be applied. Although in this case, the larger lots sold for higher unit rates. Therefore, the sales were not adjusted for their size.

Topography: Sales 1 & 2 were considered superior in topography, and therefore adjusted down 15%. Sale 3 has more un-useable ground and was adjusted up for this reason.

Zoning: The subject is zoned B-3, Community Business District. All of the sales had similar commercial business zoning. The highest and best use was commercial. These sales were considered similar, and no adjustments were made.

Before Value - Reconciliation of Land Sales

The sales had adjusted per lot values ranging from \$0.87 to \$3.44 per square foot. Sale #5 was the most similar in size. Sale L-6 was the most recent. However, the shape of the subject and the lower values indicated by the other sales was taken into account. Overall, considering the other adjusted values, the topography and floodplain, the subject was concluded to have a value of \$2.50 per square foot. This was adopted for the subject property. This per square foot value was used for land value calculation on the previous page.

Explanation of Adjustment-(Land)

(Before and After)

After Value – Land Adjustments

The larger parcel of the property contains one acre, more or less. The western most parcel (PPIN# 21870) is not being affected by the proposed acquisition area. The eastern most parcel (PPIN# 44390) is being completely taken by the proposed acquisition area and leaves a +/- 0.52 acre remainder in the after condition.

Property Rights Conveyed: None, similar as the before condition.

Financing: None, similar as the before condition.

Conditions of Sale: None, similar as the before condition.

Market Conditions: None, similar as the before condition.

Location: None, similar as the before condition.

Size: None, similar as the before condition.

Topography: None, similar as the before condition.

Utilities: None, similar as the before condition.

Other: The shape will be more rectangular in the after condition, however, no adjustments were required.

Explanations of damages (if any): The property will retain the entire improved parking lot area in the after condition. Thus, no damages were indicated.

After Value - Reconciliation of Land Sales:

In the after condition, no negative impacts are seen due to the proposed acquisition area. Thus, the same unit value of \$2.50/sf was adopted.

After Value - Reconciliation

The total after value of the property following the right of way acquisition was \$56,755.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach	\$108,900	\$56,755	\$52,145
Cost Approach	N/A	N/A	N/A
Income Approach	N/A	N/A	N/A

Reconciliation	
During my research into the market, I found several comparable land sales in the Hattiesburg market. These sales were further analyzed based on their proximity to the subject and their highest and best use. The sales were inspected, verified, and compared to the subject property. In the before condition, the +/- 1.0 acre larger parcel was concluded to have a value of \$108,900. In the after condition, the remaining site was concluded to have a land value of \$56,755. Thus, just compensation due is \$52,145.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$52,145** as of 04/04/2022, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only
(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest

Acre(s) ▼

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
44390 & 21870	0.480	Acre(s)	Comm	\$52,145					\$52,145
									\$0
									\$0
									\$0
									\$0
Totals	0.480	Acre(s)		\$52,145		\$0		\$0	\$52,145

Easements (Permanent / Temporary)

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
									\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold

Parcel	Acq. Area		HBU	Land	Improvements		Damages		Total
					Item	Value	Item	Value	
			Comm						\$0
									\$0
									\$0
									\$0
									\$0
Totals	0.000			\$0		\$0		\$0	\$0

Total of all Interests **\$52,145**

Parcel No. PPIN# 44390 & 21870

Project No. Gordon's Creek Commons Project

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁴

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as “ an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition –2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁷ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² MSHC v. Hillman, 198 So. 565;

¹³ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ Emerson v. MSHC, 208 So.2d 441

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review by the appraiser on the basis of communication with the client at the time of the assignment.

Intended User – USPAP 2020-2021, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review assignment results, as identified by the appraiser on the basis of communication with the client at the time of the assignment. (2020-2021 USPAP).

Jurisdictional Exception – an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. 2020-2021 USPAP)

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility resulting in higher productivity or income than could be obtained from the individual smaller sites. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "plottage". (Chicago: Appraisal Institute, 2015), PDF e-book.

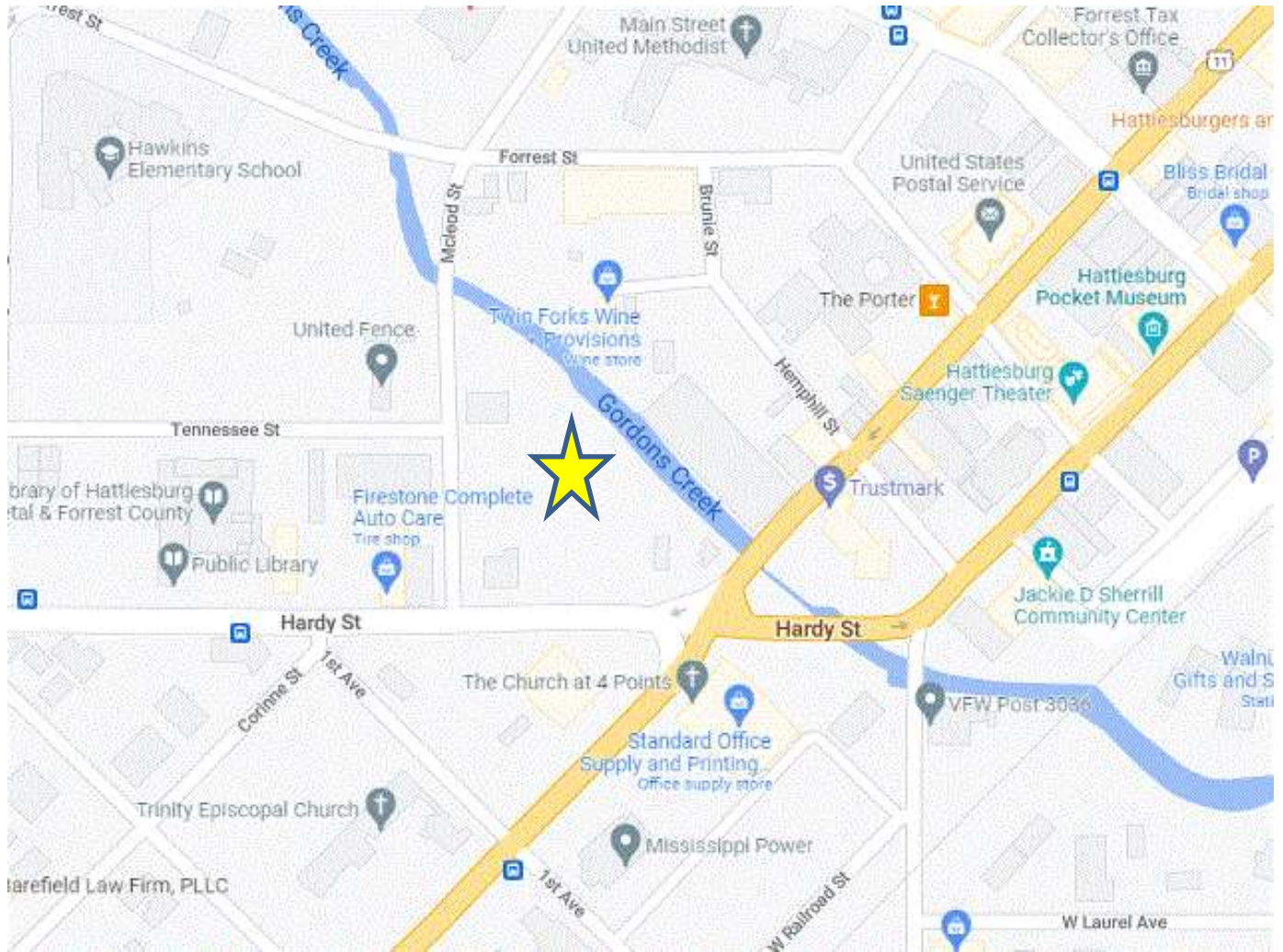
Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that may create plottage value. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "assemblage". (Chicago: Appraisal Institute, 2015), PDF e-book.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – "the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes."¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Location Map



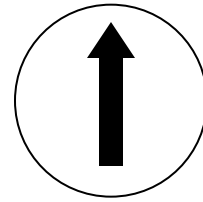
Sketch of Property¹⁷

AREAS

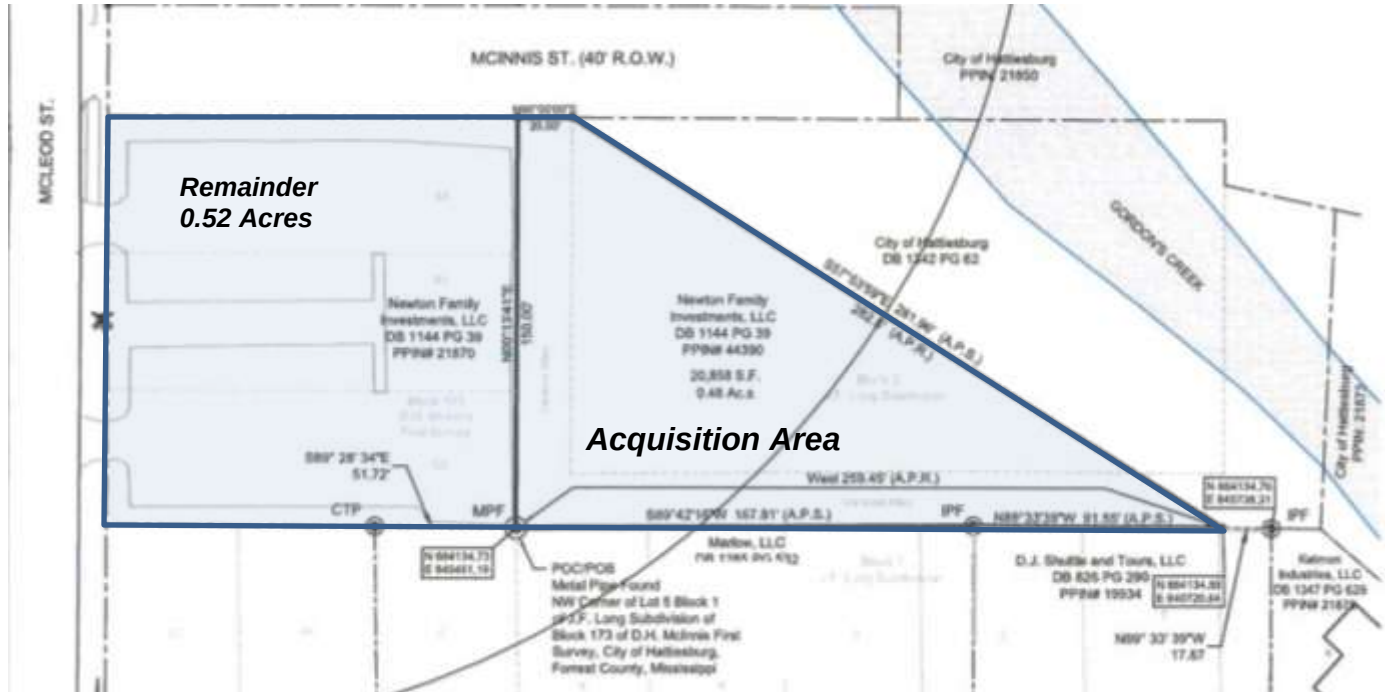
Area of Whole Tract - Before: +/- 1.0 Acres

Area of Remaining Tract - After: +/- 0.52 Acres

Area to be Acquired: +/- 0.48 Acres



Directions North



¹⁷ **Sketch Must Show:** (*Note: It is not required that the sketch be drawn to scale*)

1. All boundary dimensions.
2. Location of all significant improvements.
3. Location of other significant features (creeks, woods, power lines, access limits, drives, fences, railroads, roads, etc.)
4. Relation of improvements to areas taken.
5. Area to be acquired.
6. Area of remainder(s).
7. Different uses (if appropriate).

Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

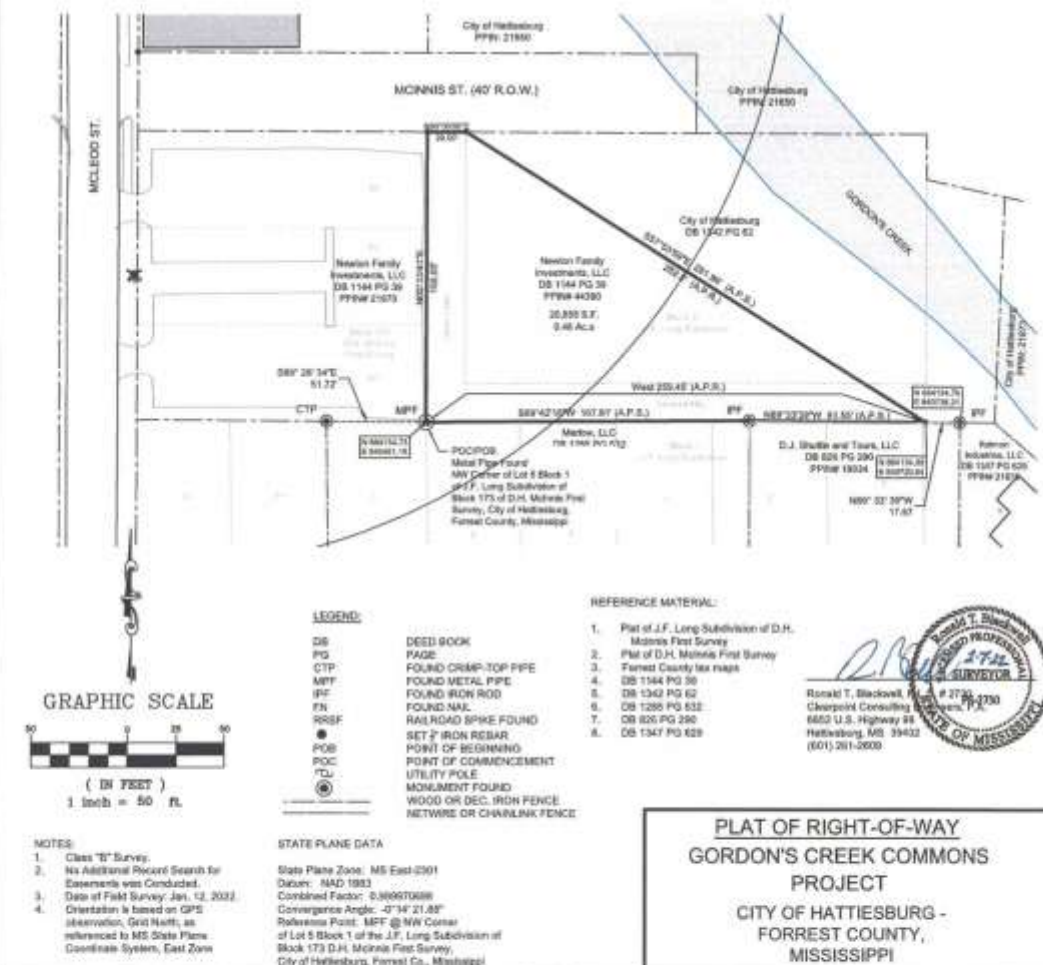
- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective "*Appraiser Intern Experience Log*", this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

DESCRIPTION OF SURVEY AREA
 NEWTON FAMILY INVESTMENTS, LLC
 PPIN# 44390

A part of Block 2, and the vacated alleys adjacent to said block, of the J.F. Long Subdivision of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said parcel being described as follows, with bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-00^{\circ} 14' 21.88''$ and using grid distances with a combined factor of 0.999970698 (determined at a metal pipe found at the NW corner of Lot 5 Block 1 of said J.F. Long Subdivision):

COMMENCE AND BEGIN at a metal pipe found at the NW corner of Lot 5 Block 1 of the J.F. Long Subdivision of Block 173 of the D.H. McInnis First Survey of the City of Hattiesburg, said point having grid coordinates of N = 664134.73, E = 840461.19; thence run North 00 degrees 13 minutes 41 seconds East along the west line of a vacated alley adjacent to said Block 2 of J.F. Long Subdivision for a distance of 150.00 feet to an iron pin set on the south line of McInnis St.; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 20.00 feet to an iron pin set on the east line of said vacated alley; thence run South 57 degrees 53 minutes 59 seconds East for a distance of 281.96 feet to an iron pin set on the north line of that property described in Deed Book 626 Page 290; thence run North 89 degrees 33 minutes 39 seconds West along said north line for 91.55 feet to an iron pin found; thence run South 89 degrees 42 minutes 16 seconds West along the north line of that property described in Deed Book 1285 Page 532, for a distance of 167.91 feet back to the Point of Beginning. Said parcel contains 20,858 square feet, or 0.48 acres, more or less.



 6652 US Highway 98 Hattiesburg, MS 39402 1 601.261.2609 1 601.261.5573 clearpointengineers.com	 PREPARED FOR: Newton Family Investments, LLC PPIN: 44390	PROPERTY OWNER:	CCE NO.: 76242058
		SCALE: 1" = 50'	
		DATE: 2/7/2022	
		CHECKED: JS	
		DRAWN: RTB	
SHEET 1 OF 1			

Drawing Location: S:\76242058\deg\76242058-Model\RTB - Standard\76242058-Model\RTB.dwg

Legal Description(s)

Forrest County
Filed/Recorded DECEMBER 28 2012 11:04:00AM
Witness my hand and seal
Jenny C. Howard
Chancery Clerk

Prepared by:
James Kearney Travis, III
Travis & Travis
P. O. Box 590
Hattiesburg, MS 39403-0590
(601) 582-5591
MSB #8779

Return to:
James Kearney Travis, III
Travis & Travis
P. O. Box 590
Hattiesburg, MS 39403-0590

INDEXING INSTRUCTIONS: Index under Lots 48, 49, and 50 of Block 173 of the D. H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, and under Block 2 of the J. F. Long Subdivision of a part of Block 173 of the D. H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, we

Sarah M. Newton and husband, Bradley S. Newton, Grantors
312 Third Avenue
Hattiesburg, MS 39401
Phone: 601-818-4874

do hereby grant, bargain, sell, convey, and warrant specially, subject to the exceptions and reservations hereinafter set forth, unto

Newton Family Investments, LLC, a Florida Limited Liability Company, Grantee
401 Veterans Memorial Boulevard, Suite 102
Metairie, LA 70005
Phone: 850-622-1881

the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

PARCEL ONE: Lots 48, 49, and 50 in Block 173 of the D. H. McInnis First Survey of the City of Hattiesburg, Mississippi, as shown by the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, the same being located in and a part of the SW1/4 of the NW1/4 of Section 10, Township 4 North, Range 13 West, Forrest County, Mississippi.

PARCEL TWO: That part of Block 2 and the vacated alleys adjacent to said Block, J. F. Long Subdivision of a part of Block 173 of the D. H. McInnis First Survey of the City of Hattiesburg, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, lying and being situated South and West of that certain Easement heretofore conveyed by Martha B. Polk to the City of Hattiesburg, Mississippi, for the construction and maintenance of a sanitary sewer line and/or drainage

Page 1 of 2

Inst. 699579
Bk 1144 Pg 0039

pursuant to instrument dated December 15, 1983, of record in Land Deed Book 533 at Page 484, the property being conveyed hereby being more particularly described as follows, to-wit:

Begin at the Northwest corner of Block 2 of the J. F. Long Subdivision of a part of Block 173 of the D. H. McInnis First Survey of the City of Hattiesburg, Forrest County, Mississippi, and thence run Southeasterly along the Southwest line of that certain Easement in favor of the City of Hattiesburg, Mississippi, recorded in Land Deed Book 533 at Page 484 for a distance of 282.5 feet, more or less, to the Northeast corner of Lot 1, Block 1, of the aforesaid J. F. Long Subdivision, thence run West along the South line of a vacated alley and the North line of Block 1 of the aforesaid J. F. Long Subdivision for a distance of 259.45 feet to the Northwest corner of Lot 5, Block 1 of the aforesaid J. F. Long Subdivision; thence run North along the West line of a vacated alley and the East lines of Lots 50, 49, and 48 of Block 173 of the aforesaid D. H. McInnis First Survey for a distance of 150 feet, more or less, to the Northeast corner of said Lot 48; thence run East along the North line of the vacated alley and the South line of McInnis Street a distance of 20 feet to the Point of Beginning.

Together with any improvements situated on the above described parcels and all appurtenances thereunto belonging.

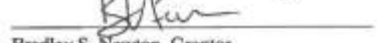
LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above described property which have been heretofore excepted, reserved, or conveyed by prior owners in the chain of title.

This conveyance and the special warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances. This conveyance and the special warranty hereof are further subject to any and all reservations, covenants, restrictions, terms, or conditions of record affecting the subject property, and to all valid and existing easements, grants, or rights-of-way for public roads and public utilities which affect or relate to the subject property.

Taxes on the subject property shall be prorated as of this date.

11th day of December, A.D., 2012. IN TESTIMONY WHEREOF, Witness the Signatures of the Grantors on this the


Sarah M. Newton, Grantor


Bradley S. Newton, Grantor

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Sarah M. Newton and husband, Bradley S. Newton, who acknowledged that they signed, executed, and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned as their respective free and voluntary acts and deeds.

GIVEN under my hand and official seal of office on this the 11th day of December, A.D., 2012.

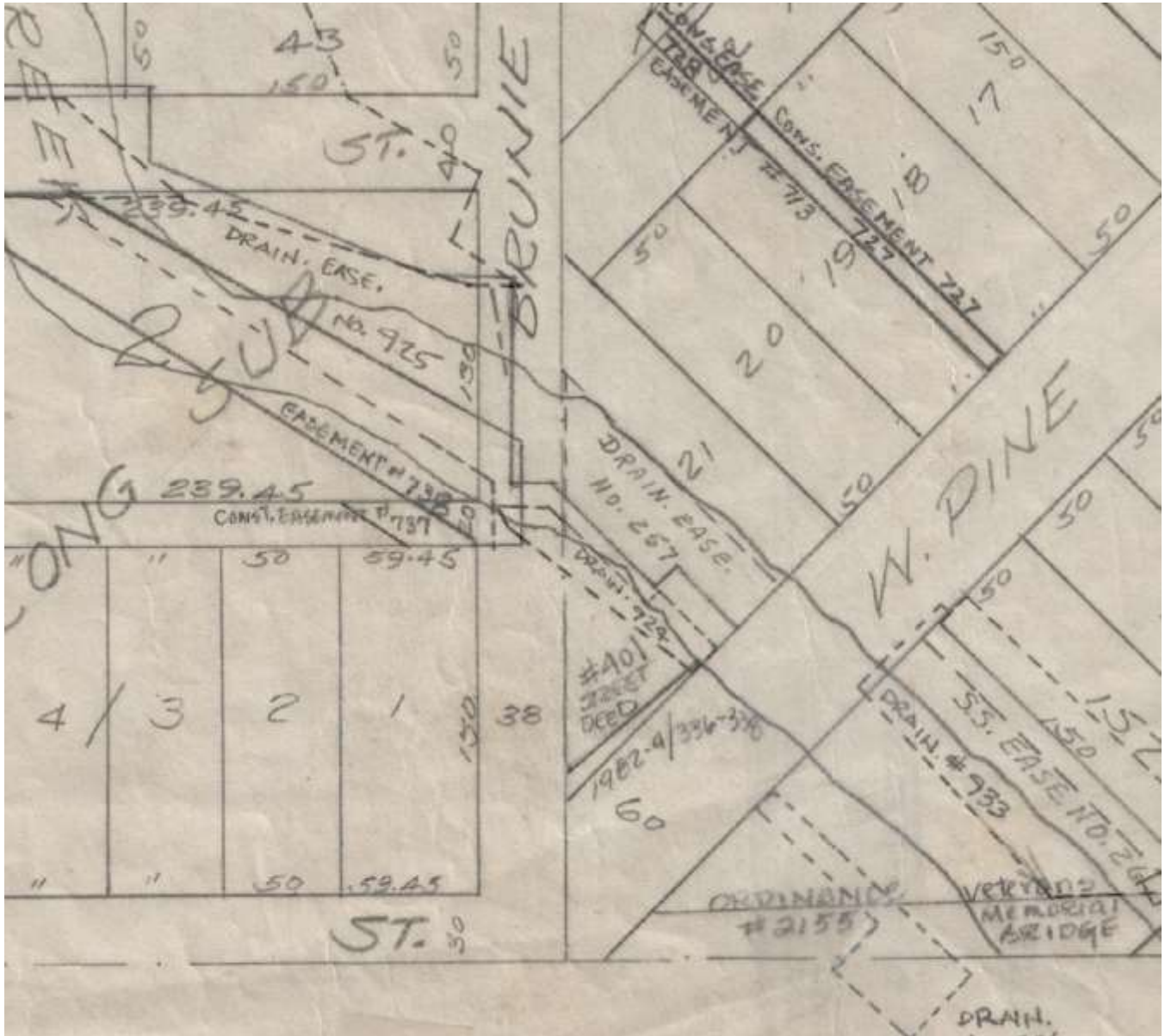

Notary Public

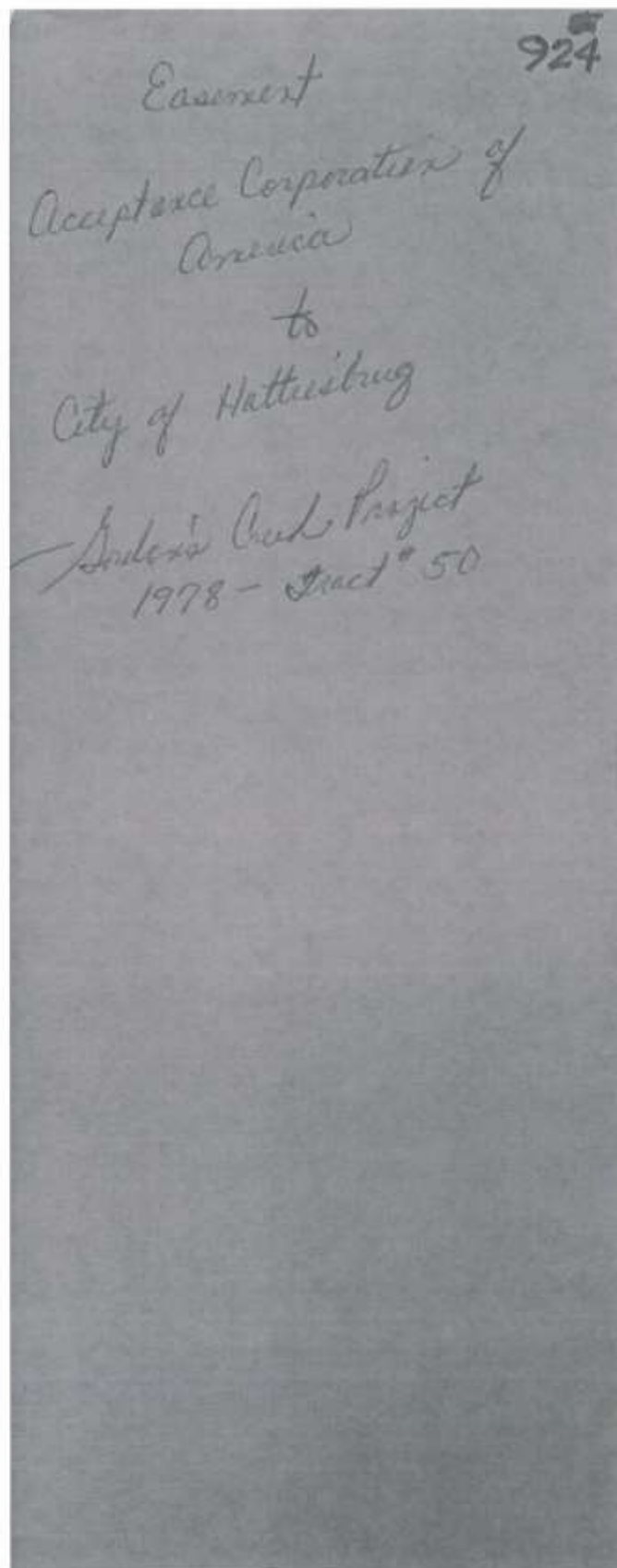


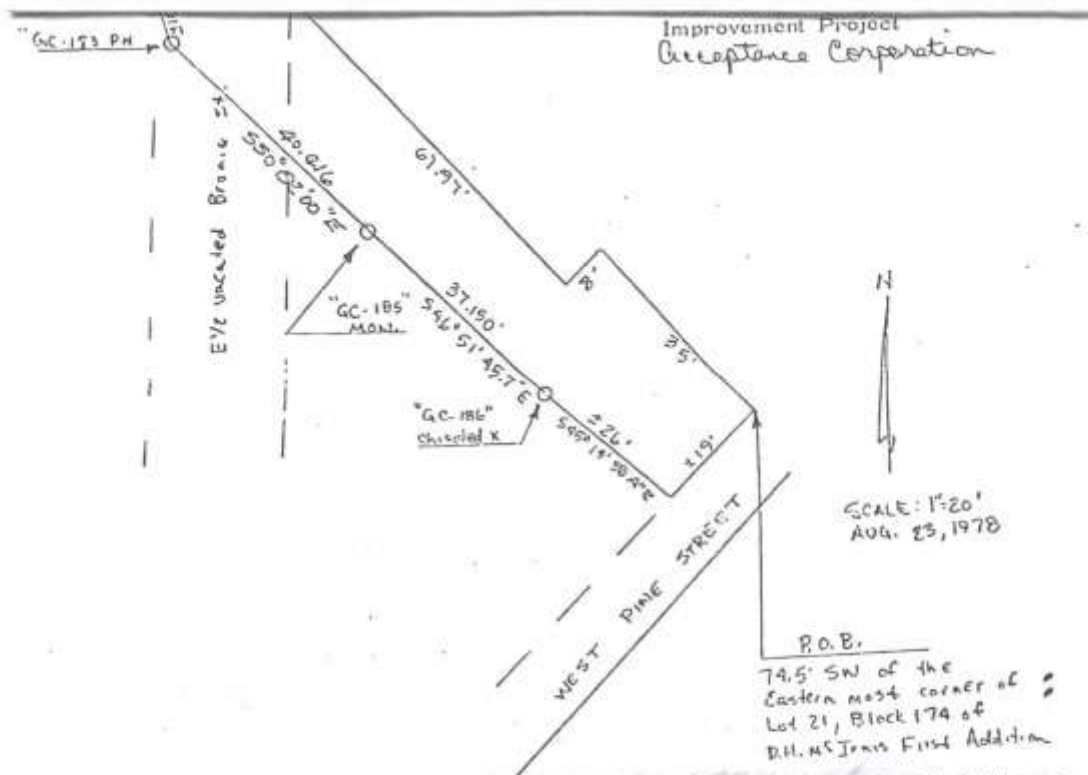
Page 2 of 2

Inst. 699579
Bk 1144 Pg 0040

Drainage Easement Map and Documents







All that tract or parcel of land lying and being situated in Lot 21, Block 174 of the D. H. McInnis First Addition and a part of the E 1/2 of the vacated Brunie Street, lying West of said Lot 21, all in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows: Beginning at a point 74.5 feet Southwesterly along the Northwest line of West Pine Street from the Eastern most corner of Lot 21 of said Block 174 and thence run Northwesterly and parallel with the dividing line between Lots 20 and 21 for 35 feet, thence run Southwesterly and parallel with the Northwesterly boundary of West Pine Street for 8 feet, thence run Northwesterly and parallel with the dividing line between Lots 20 and 21 for 61.97 feet, thence run West and parallel with the Northern boundary line of Hardy Street for 19 feet, thence run S38°11'58.6"E for 10 feet, more or less, to a plastic hub stamped "GC-183", thence run S50°02'00"E for 40.416 feet to a concrete monument stamped "GC-185", thence run S46°51'45.7"E for 37.150 feet to a chiseled X stamped "GC-186", thence run S45°15'58.4"E for 26 feet, more or less, to a point on the Northwestern boundary line of West Pine Street, thence run Northeasterly along the Northwestern boundary line of West Pine Street for 19 feet, more or less, to the Point of Beginning and comprising 0.04 of an acre, more or less.

Raymond M. Dearman, Civil Engineer, No. 3302

The Grantee herein is hereby given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and egress.



WITNESS THE SIGNATURE on this, the 6th day of September,

ACCEPTANCE CORPORATION OF AMERICA,

BY: John E. Gough Vice President
A duly authorized officer

STATE OF MISSISSIPPI
HINDS
COUNTY OF ~~FORREST~~

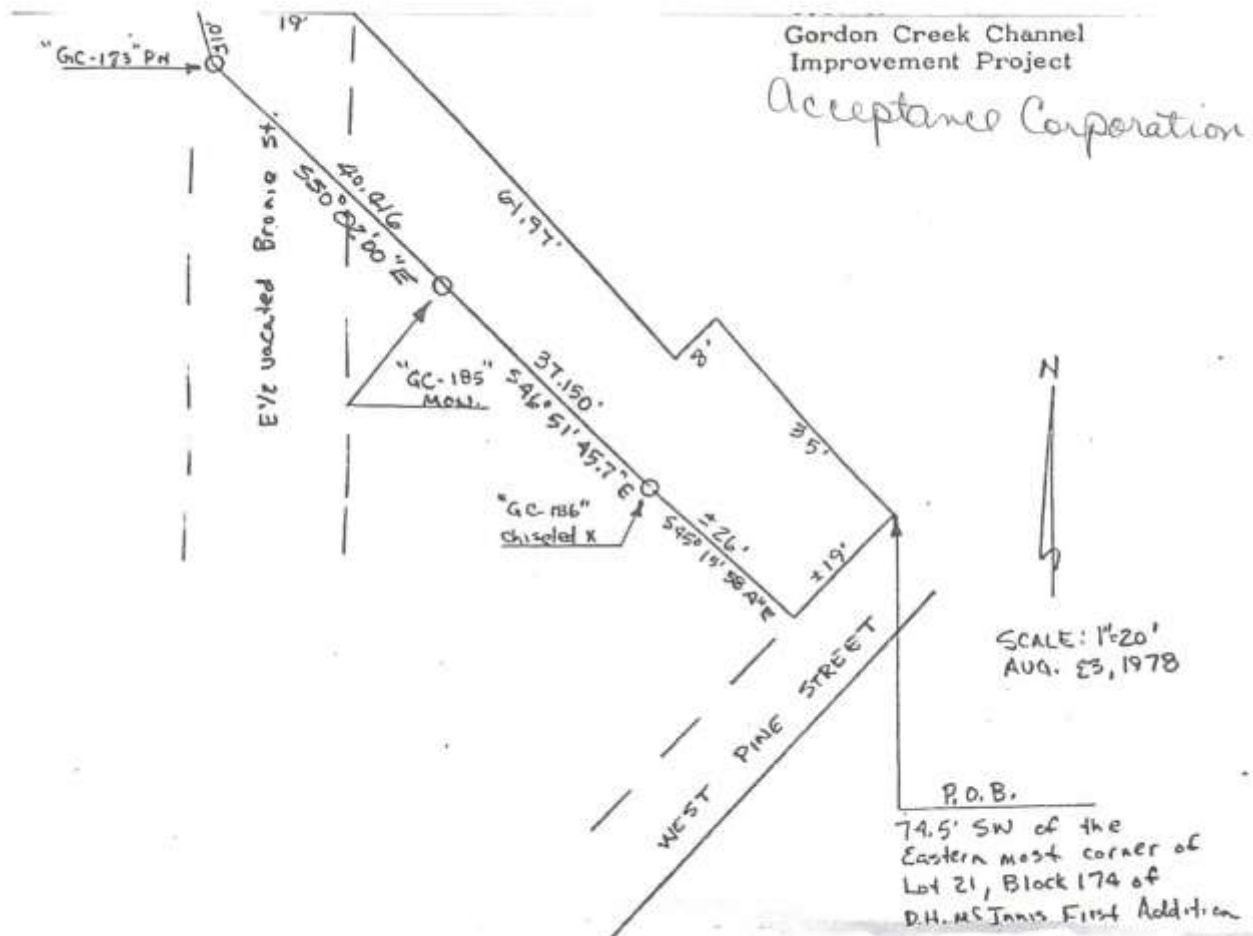
This day there came and appeared before me, the undersigned authority in and for said County and State, JOHN E. GOUGH, a duly authorized officer of Acceptance Corporation of America, who acknowledged before me that he signed, executed and delivered the above and foregoing Easement on the day and year therein mentioned after first being authorized so to do.

GIVEN under my hand and official seal of office, on this, the 6th day of September, A.D., 1978.



My Commission Expires:
May 21, 1979

Delores D. Dove
NOTARY PUBLIC



All that tract or parcel of land lying and being situated in Lot 21, Block 174 of the D. H. McInnis First Addition and a part of the E½ of the vacated Brunie Street, lying West of said Lot 21, all in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows: Beginning at a point 74.5 feet Southwesterly along the Northwest line of West Pine Street from the Eastern most corner of Lot 21 of said Block 174 and thence run Northwesterly and parallel with the dividing line between Lots 20 and 21 for 35 feet, thence run Southwesterly and parallel with the Northwestern boundary of West Pine Street for 8 feet, thence run Northwesterly and parallel with the dividing line between Lots 20 and 21 for 61.97 feet, thence run West and parallel with the Northern boundary line of Hardy Street for 19 feet, thence run S38°11'58.6"E for 10 feet, more or less, to a plastic hub stamped "GC-183", thence run S50°02'00"E for 40.416 feet to a concrete monument stamped "GC-185", thence run S46°51'45.7"E for 37.150 feet to a chiseled X stamped "GC-186", thence run S45°15'58.4"E for 26 feet, more or less, to a point on the Northwestern boundary line of West Pine Street, thence run Northeasterly along the Northwestern boundary line of West Pine Street for 19 feet, more or less, to the Point of Beginning and comprising 0.04 of an acre, more or less.

Raymond M. Dearman
Raymond M. Dearman, Civil Engineer, No. 3302

257 ement DRAINAGE

Juan B. Landry
 Etal to
 City of Hattiesburg

SI. W. R. 78
 BOOK & PAGE 78

In lot 21, blk. 174, D.H.
 M & Innis 12th Survey.

STATE OF MISSISSIPPI
 FORREST COUNTY

I hereby certify that this instrument was filed
 for record on 12-8-51

As 8 Oct 190
 168-169 Dec 190

Olyde H. Eastling
 Mary Ann Eastling
 Refee 1150

#5732

GORDON CREEK

City of Hattiesburg

STATE OF MISSISSIPPI }
 }
COUNTY OF FORREST }

For and in consideration of the sum of \$1.00, cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, including the benefits to be derived therefrom, we, the undersigned Juan G. Landry and Carl E. Matthes, do hereby grant and convey an easement to the City of Hattiesburg, Mississippi, a municipal corporation under the laws of Mississippi, with the full and free right, liberty and authority to enter upon and to dig, construct and maintain a part of Gordon's Creek for drainage purposes over and upon a parcel of land owned by us and located and situated in the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to-wit:

A part of Lot 21 of Block 174 of the D. H. McInnis First Survey of the City of Hattiesburg, Mississippi, particularly described as Beginning at the Southeast Corner, being the most easterly corner, of said Lot 21 of Block 174 and run thence in a southwesterly direction along the northwesterly boundary line of West Pine Street a distance of 37.5 feet to the point of beginning, and from said point of beginning continue in a southwesterly direction along the northwesterly boundary line of West Pine Street a distance of 37 feet, thence in a northwesterly direction and parallel with the northeasterly boundary line of said Lot 21 of Block 174 a distance of 35 feet, thence in a southwesterly direction parallel

*OK
City Eng*

with West Pine Street a distance of 8 feet, thence in a northwesterly direction and parallel with the northeasterly boundary line of said Lot 21 of Block 174 a distance of 31.4 feet to the eastern boundary line of what was formerly Brunie Street, thence in a northerly direction along the eastern boundary line of what was formerly Brunie Street a distance of 65.7 feet and thence in a southeasterly direction and parallel to the northeasterly boundary line of said Lot 21 of Block 174 a distance of 111.5 feet to the point of beginning.

The grantee herein is hereby given the right to do whatever may be necessary or proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear the said right of way, so selected, of such trees and shrubs as may be necessary.

WITNESS our signatures on this the 20th day of SEPTEMBER, 1957.

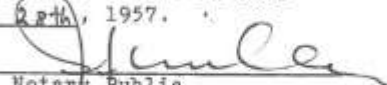


Carl E. Matthes

STATE OF MISSISSIPPI)
COUNTY OF FORREST)

PERSONALLY appeared before me, the undersigned authority in and for said state and county, the above and within named JUAN G. LANDRY and CARL E. MATTHES, both personally known to me, who acknowledged that they signed and delivered the foregoing instrument on the date therein named.

GIVEN under my hand and seal of office in said state and county, this September 20th, 1957.



Notary Public



My Commission Expires
February 28, 1959



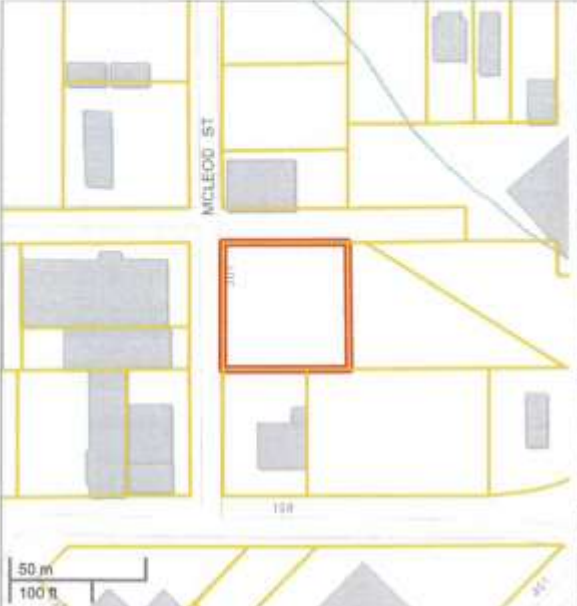

Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

PPIN:	44390
PIN:	2-029J-10-159.01
OWNERNAME:	NEWTON FAMILY INVESTMENTS LLC
ADDRESS1:	401 VETERANS MEMORIAL BOULEVARD STE
ADDRESS2:	102
CITY:	METAIRIE
STATE:	LA
ZIP:	70005
SECTION:	10
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	BEG AT THE NW/COR OF BLK 2 OF THE J F LONG SUB OF A PART BLK 173 OF D H MCINNIS FIRST SUR SELY ALG
LEGAL2:	THE SW LINE OF A CITY EASEMENT FILE IN B533 P484 A DISTANCE 282.5' M/LTO THE NE/COR OF LOT 1 BL
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	7260
CULT_VAL2:	0
UNCULT_VAL1:	0
UNCULT_VAL2:	0
LAND_VAL:	7260
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	7260
EXEMPT_COD:	0
DEED_BOOK:	1144
DEED_PAGE:	039
DEED_DATE:	1355184000000
ENTER_ACOR:	0




PPIN:	21870
PARCEL ID:	2-029J-10-168.00
OWNERNAME:	NEWTON FAMILY INVESTMENTS LLC
ADDRESS1:	401 VETERANS MEMORIAL BOULEVARD STE
ADDRESS2:	102
CITY:	METAIRIE
STATE:	LA
ZIP:	70005
SECTION:	10
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	LTS 48-49 & 50 BLK 173 PREV #H0636-09-002
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_A:	0
CULT_VAL1:	27220
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	27220
IMP_VAL1:	0
IMP_VAL2:	38690
TOTALVALUE:	65910
EXEMPT_COD:	0
HOHSTEAD:	
DEED_BOOK:	1144
DEED_PAGE:	039
DEED_DATE:	1355184000000
STREET_ADDR:	0 MCLEOD STREET

Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228



Property Link

FORREST COUNTY, MS

Current Date 3/30/2022

Tax Year 2021
Records Last Updated 3/30/2022**PROPERTY DETAIL**

OWNER NEWTON FAMILY INVESTMENTS LLC
312 3RD AVENUE

HATTIESBURG MS 39401

ACRES : **NA**
LAND VALUE : 7260
IMPROVEMENTS : **NA**
TOTAL VALUE: 7260
ASSESSED : 1089

PARCEL 2-029J-10-159.01
ADDRESS **NA**

TAX INFORMATION

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	71.33	71.33	0.00
CITY	57.86	57.86	0.00
SCHOOL	71.96	71.96	0.00
TOTAL	201.15	201.15	0.00

LAST PAYMENT DATE 12 / 6 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	BEG AT THE NW/COR OF BLK 2 OF THE
TAX DISTRICT 1110	J F LONG SUB OF A PART BLK 173
PPIN 044390	OF
SECTION 10	D H MCINNIS FIRST SUR SELY ALG
TOWNSHIP 04N	THE
RANGE 13W	SW LINE OF A CITY EASEMENT FIL
	E IN

Book 1144 Page 039

[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
2013	BANKS ROBERT H JR	10/ 6/2014 NEW TOWN DEVELOPMENT LLC

[View Appraisal Record](#)[Back](#)

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Property Link

FORREST COUNTY, MS

Current Date 4/11/2022

Tax Year 2021

Records Last Updated 4/11/2022

PROPERTY DETAIL

OWNER NEWTON FAMILY INVESTMENTS
LLC
312 3RD AVE
HATTIESBURG MS 39401

ACRES : **NA**
LAND VALUE : 27220
IMPROVEMENTS : 38690
TOTAL VALUE: 65910
ASSESSED : 9887

PARCEL 2-029J-10-168.00**ADDRESS** MCLEOD STREET**TAX INFORMATION**

YEAR 2021	TAX DUE	PAID	BALANCE
COUNTY	647.60	647.60	0.00
CITY	525.30	525.30	0.00
SCHOOL	653.33	653.33	0.00
TOTAL	1826.23	1826.23	0.00

LAST PAYMENT DATE 12 / 6 / 2021**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL	LTS 48-49 & 50 BLK 173
HOMESTEAD CODE None		PREV #:H0636-09-002
TAX DISTRICT 1110		MCINNIS D H 1ST ADD
PPIN 021870		
SECTION 10		
TOWNSHIP 04N		
RANGE 13W		B 1144 P 039 12/11/2012

Book 1144**Page** 039[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

[View Appraisal Record](#)[Back](#)



Property Appraisal Link

FORREST COUNTY, MS

Current Date 4/11/2022

Tax Year 2021

APPRAISAL INQUIRY
PARCEL 2-029J-10-168.00 **ALT PARCEL NUMBER** 235 -0636-173-002.00
PPIN 021870 **SKETCH** 1 [VIEW](#)
OWNER NAME NEWTON FAMILY INVESTMENTS LLC
OWNER ADDRESS 401 VETERANS MEMORIAL BOULEVARD STE
 102
 METAIRIE LA70005
PROPERTY ADDRESS MCLEOD STREET
PROPERTY IS VACANT (Y/N) N
FIELD WORK BY CH DATE: 1/ 1/1982
CLASSIFIED BY CH DATE: 1/ 1/1982
REVIEWED BY BO DATE: 3/12/2008
REALTOR CODE

LEGAL DESCRIPTION
 1 LTS 48-49 & 50 BLK 173
 2 PREV #H0636-09-002
Block 173 Section 10 Township 04N Range 13W
Book 1144 Page 039 Type SWD Date 12/11/2012
Book 1131 Page 260 Type SWD Date 6/14/2012

LOT INFORMATION
LOT CODE 0636 **LOT SIZE** 150.0 X 150 **LOT VALUE** 27220

CODE	FRONT FT	DEPTH	PRICE	DEPTH TABLE	DEPTH %	ADJ %	DESCRIPTION	ADJ PRICE	APPRAISED	CLASS
OVER	150.00	150	241.92	9	1.00	.75		181.44	27220	1

ACRE INFORMATION
ACRES TYPE **DUAL CLASS** **PRICE CODE** **UNCULTIVATED CODE** **PRICE** **ADJ %** **DESCRIPTION** **APPRAISED** **MARKET**
 *** NO ACREAGE INFO ***

ACREAGE VALUE **OVERALL VALUE** 27220
LAND USE CODE CLASS 1 9100 UNDEVELOPED AND UNUSED L
LAND USE CODE CLASS 2 9100 UNDEVELOPED AND UNUSED L

NUMBER	CODE	BUILDING DESCRIPTION	VALUE	ELIGIBLE CLASS 1
001	017	CONCRETE PAVING	38690	N

TOTAL PARCEL VALUE 65910



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Property Appraisal Link

FORREST COUNTY, MS

Current Date 4/11/2022

APPRAISAL INQUIRY

PARCEL 2-029J-10-168.00 ALT PARCEL NUMBER 235 -0636-173-002.00

PPIN 021870 SKETCH 1

OWNER NAME NEWTON FAMILY INVESTMENTS LLC

APPRAISAL SUMMARY - STRUCTURE CLASS M, B, O & G

STRUCTURE: 017 CONCRETE PAVING

YEAR BUILT: 2014

QUALITY: L (L=Low Cost, A=Average, G=Good)

RATE: 2.78

LOCATION INDEX: 1.130

SQUARE FOOT COST: 3.14

BASE AREA: 16000

ADJUSTED AREA: 16000

REPLACEMENT COST: 50240

CONDITION: 77

DEPRECIATED COST: 38685

FINAL VALUE: 38690

COMMENT:

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QUALIFICATIONS OF GEORGE W. NULL, JR., MAI



My experience, in excess of 22 years, in the real estate appraisal field has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners. Contact information: george@trustatlas.com

Professional Designations & Affiliations

- ☐ State Certified General Real Estate Appraiser (2002) - State of Mississippi, (GA-679)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Louisiana, (G4358)
- ☐ State Certified General Real Estate Appraiser (2019) - State of Texas, (TX 1380889 G)
- ☐ Designated Member of the Appraisal Institute (2008) (MAI #12522)
- ☐ Active Member of the International Right-of-Way Association (2005)
- ☐ Member of the Gulf Coast Association of Realtors (2020)
- ☐ Member of Hattiesburg Multiple Listing Service (2005)
- ☐ Member of Jackson Multiple Listing Service (2020)
- ☐ Member of Starkville Multiple Listing Service (2019)

Professional Work History

Collins and Null Appraisals – (2001 to Present)

President of the company since 2003 and the Principal Appraiser. I appraise all forms of real estate, including commercial, industrial, residential, Rights-of-Way, partial interest and timber land. My experience also includes consultation for court proceedings, review of peer appraisals and expert witness testimony.

Atlas Right-of-Way Services – (2016 to Present)

Managing director of a full-service right-of-way company. Duties include management of right-of-way acquisition projects, annexation projects and market data brochures. This company was formed due to the need for additional services in relation to our right-of-way appraisal business.

Real Estate Development – (2003 to Present)

My experience has included development of multi-family, retail, office, industrial, agricultural, recreational and other commercial real estate development projects throughout the state of Mississippi.

Mississippi Department of Transportation – (1998 to 2001)

Senior R.O.W. Appraiser and Project Leader

Primary responsibility was supervision and appraisal of Right-of-Way for Road Project across the entire state of Mississippi. Acted as appraisal project manager on multiple projects. Included court testimony and expert witness duties.

Engineering Plus - Meridian, MS – (1996 to 1998)

Primary responsibility was assistance in preparation of plans for State Aid Road Projects for a civil engineering firm, which included CAD design of Bridges and Road Alignments, Implementation of Survey data, Site inspections, and determination of Right-of-Way Limits.

Academic Background

- ☐ BLA (Bachelor's in Landscape Architecture) received from Mississippi State University – (1996)
- ☐ BS in Agriculture (Contracting Option) received from Mississippi State University – (1996)

Professional Summary

My professional career began in the civil engineering industry in 1996, which included starting in the field with surveying. This later progressed into office-based CAD design for road and bridge projects. In 1998, I was hired by the Mississippi Department of Transportation as an entry level appraiser, where again my expertise led me to be team leader of an appraisal staff. This included performing real estate appraisals and expert witness testimonies in relation to right-of-way needed for road and bridge projects across the state of Mississippi. In 2001, I entered into a private practice where my expertise was expanded to the appraisal and consultation of all forms of real estate for a wide variety of clients. In 2002, I became General Certified, and followed this certification with the MAI designation from the Appraisal Institute in 2008. In addition to the appraisal business, I have been involved in the development of a variety of commercial projects around the state. In 2016, due to the expanding needs of our clients for assistance in right-of-way acquisition, we began Atlas Right-of-Way services, which is a full-service right-of-way company. This experience, in excess of 20 years, has granted me great competency in a wide range of real estate matters. Clients have included local, state and federal government agencies, utility companies, attorneys, large corporations and private property owners.

Court Testimony Experience

In addition to my appraisal experience, I have vast court testimony experience in the field of real estate valuation for condemnation, bankruptcy, diminution in value, inverse condemnation, partitioning, and other real estate related cases. This court testimony experience began in 2000 and exceeds 75 cases over the last 20 years. This experience includes testimony over the entire state from North Mississippi to the Delta to the Gulf Coast. Clients have included the Mississippi Department of Transportation, Mississippi Power, private property owners, the Department of Justice, Local Public Agencies, various other utility companies including electrical transmission corridors and gas pipeline right of ways.

This experience has included various settings including court room testimony, depositions, and mediations.

George W. Null, MAI

Page 3

Professional Education

The Appraisal of Partial Acquisitions (401) - Jackson, MS	IRWA	1998
Appraisal Principles Course (110) - Houston, TX	Appraisal Institute	1998
Appraisal Procedures Course (120) - Houston, TX	Appraisal Institute	1998
Basic Income Capitalization (310) - Nashville, TN	Appraisal Institute	1999
Advanced Income Capitalization (510) - Atlanta, GA	Appraisal Institute	2000
Principles of Land Acquisition (100) Jackson, MS	IRWA	2000
Skills of Expert Witness Testimony (214)- Gulfport, MS	IRWA	2000
Advanced Sales Comparison & Cost Approach (530) Atlanta, GA	Appraisal Institute	2001
Standards of Professional Practice (410) - Houston, TX	Appraisal Institute	2002
Highest and Best Use & Market Analysis (520)- Atlanta, GA	Appraisal Institute	2002
Report Writing & Valuation Analysis (540) - Atlanta, GA	Appraisal Institute	2002
Advanced Applications (550) - Chicago, IL	Appraisal Institute	2003
Conservation Easement Workshop - Vicksburg, MS	Tara Wildlife	2003
Standards of Professional Practice, USPAP (420) - Online	Appraisal Institute	2004
Completed Comprehensive Exam for MAI Designation, Nashville	Appraisal Institute	2004
Land Titles (C801) - Hattiesburg, MS	IRWA	2005
Land Valuation Adjustments - Tunica, MS	Appraisal Institute	2006
USPAP - Online Course	Appraisal Institute	2006

George W. Null, MAI
Page 4

REO Appraisal - Pearl, MS	Appraisal Institute	2008
Appraising Distressed Properties - Biloxi, MS	Appraisal Institute	2009
Introduction to Conservation Easement Valuation	Appraisal Institute	2010
Oil Spills and Property Values	Appraisal Institute	2010
USPAP Update	McKissock	2010
Commercial Real Estate - Where do we go now?	Appraisal Institute	2010
Attacking and Defending an Appraisal in Litigation	Appraisal Institute	2011
The Impact of Dodd-Frank on Appraisers and Their Bank Clients	Appraisal Institute	2012
Advanced Spreadsheet Modeling for Valuation Applications	Appraisal Institute	2013
Uniform Appraisal Standards for Federal Land Acquisitions	Appraisal Institute	2014
USPAP Update	Appraisal Institute	2014
105 The Uniform Act - Executive Summary	IRWA	2015
USPAP Update	Appraisal Institute	2015
Introduction to the Income Capitalization Approach -402	IRWA	2016
Easement Valuation – 403	IRWA	2016
Drone Technology and Its Impact on the Appraisal Industry	Appraisal Institute	2017
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets	Appraisal Institute	2017

George W. Null, MAI
Page 5

USPAP Update course	Appraisal Institute	2018
Business Practices and Ethics	Appraisal Institute	2018
Advanced Residential Relocation Assistance	IRWA	2018
Online Business Practices and Ethics	Appraisal Institute	2019
Basic Appraisal Principles & Procedures Under the Uniform Act	FHWA	2019
USPAP Update course	Appraisal Institute	2020
Introduction to the Uniform Appraisal Dataset	McKissock	2020
Business Practices and Ethics	Appraisal Institute	2020





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Acknowledge receipt of closing documents for the Wayfinding and Parking Signage Downtown Project; Authorize final acceptance of project and payment of final pay application.
File Number: 2022-308
Minute Book #

Summary

Acknowledge receipt of closing documents for the Wayfinding and Parking Signage Downtown Project; Authorize final acceptance of project; Authorize payment of final pay application.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

March 16, 2022
N-S Project No. 15561.000

Lamar Rutland, P.E.
Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: FINAL CLOSEOUT DOCUMENTS
CITY OF HATTIESBURG, FORREST COUNTY
WAYFINDING & PARKING SIGNAGE – DOWNTOWN HATTIESBURG

Dear Mr. Rutland:

Attached, please find the following documentation for close-out of the above referenced project:

- Pay Estimate 3 (Final) - **\$9,862.76**
- Consent of Surety to Final Payment
- Certificate of Warranty
- Affidavit of Total Release & Certification of All Bills Paid

We recommend payment to RJM McQueen Contracting, Inc. in the amount of **\$9,862.76** as final payment. We also recommend approval of the attached documents for the closeout of this project. If you have any questions or need any additional information, please call me.

Sincerely,

NEEL-SCHAFFER, INC.



Austin Lovitt, ASLA
Project Manager

DAL

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702 Page | 1

To(OWNER): CITY OF HATTIESBURG
P.O. BOX 1898
Accounting Department
HATTIESBURG, MS 39403

Project: Forrest/RJM/Wayfinding&Parking

Application No: 2 – FINAL
Invoice No: 20210317
Period To: 3/22/2021

From: RJM-McQueen Contracting,
Inc
80 Ramsey McQueen Road
Collins, MS 39428

Via(Architect):

Architect's
Project No: 202018013
Contract Date: 8/13/2020

CONTRACT'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	12,667.40	1,455.06
Approved this month	0.00	0.00
TOTALS	12,667.40	1,455.06
Net change by change orders	11,212.34	

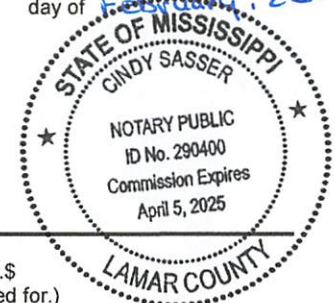
1. ORIGINAL CONTRACT SUM	69,097.74
2. Net change by Change Orders	11,212.34
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)	80,310.08
4. TOTAL COMPLETED & STORE TO DATE (Column G on G703)	80,310.08
5. RETAINAGE(COLUMN 1 on G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	80,310.08
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate)	70,447.32
8. SALES TAX	0.00
9. CURRENT PAYMENT DUE	9,862.76
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contract for Work for Which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RJM-McQueen Contracting, Inc

By: Brandy H. Eslerling
Date: 2/9/2022

State of: Mississippi County of: Lamar
Subscribed and sworn to before me this 9th day of February, 2022
Notary Public: Cindy Sasser
My Commission expires: 4-5-25



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 9,862.76
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 3/16/22
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G703

Page | 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 2 - FINAL
Application Date: 3/22/2021
Period To: 3/22/2021
Architect's Project No: 202018013

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
MISC									
1	Maintenance of Traffic	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
2	Mobilization	20,600.00	20,600.00	0.00	0.00	20,600.00	100	0.00	0.00
3	3" Post Cap	815.10	815.10	0.00	0.00	815.10	100	0.00	0.00
4	Construction Blue Parking Sign	5,040.00	5,040.00	0.00	0.00	5,040.00	100	0.00	0.00
5	6.5" Dia Steel Mounting Bracke	9,836.40	9,836.40	0.00	0.00	9,836.40	100	0.00	0.00
6	Large 1/4" Steel Frame/Dec Cut	8,233.27	8,233.27	0.00	0.00	8,233.27	100	0.00	0.00
7	Small 1/4" Steel Frame Dec Cut	4,788.00	4,788.00	0.00	0.00	4,788.00	100	0.00	0.00
8	Small Frame Post	2,898.00	2,898.00	0.00	0.00	2,898.00	100	0.00	0.00
9	3" Diameter Post/Brackets	3,679.20	3,679.20	0.00	0.00	3,679.20	100	0.00	0.00
10	misc	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
11	Below Grade Post/Frame	3,956.40	3,956.40	0.00	0.00	3,956.40	100	0.00	0.00
12	Metal Mounting Stand-Off	1,151.01	1,151.01	0.00	0.00	1,151.01	100	0.00	0.00
13	Larger Sign Face	4,605.30	4,605.30	0.00	0.00	4,605.30	100	0.00	0.00
14	Smaller Sign Face	1,990.80	1,990.80	0.00	0.00	1,990.80	100	0.00	0.00
15	Construction of Parking Sign	3,515.00	0.00	3,515.00	0.00	3,515.00	100	0.00	0.00
16	Construction of Wayfinding Sig	2,640.00	0.00	2,640.00	0.00	2,640.00	100	0.00	0.00

[Type text]

CONTINUATION SHEET

AIA Document G703

Page | 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 2 - FINAL
Application Date: 3/22/2021
Period To: 3/22/2021
Architect's Project No: 202018013

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
		74,948.48	68,793.48	6,155.00	0.00	74,948.48		0.00	0.00
17	Large Frame Post	4,611.60	4,611.60	0.00	0.00	4,611.60	100	0.00	0.00
18	9.5" Dia Double Clamp Bracket	750.00	750.00	0.00	0.00	750.00	100	0.00	0.00
19	LUMP SUM SIGNAGE	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
		80,310.08	74,155.08	6,155.00	0.00	80,310.08		0.00	0.00

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CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 1001145047

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:
(Name and address)

Wayfinding & Parking Signage - Downtown Hattiesburg

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: See Project Description Below:

CONTRACT DATED: August 13, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of
(Insert name and address of Contractor)

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, MS 39428

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 29, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:

(Seal): Wes Price, Witness



U.S. Specialty Insurance Company

(Surety)

By:

(Signature of authorized representative)

Amanda Jean Charfauros Attorney-in-Fact

(Printed name and title)

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.

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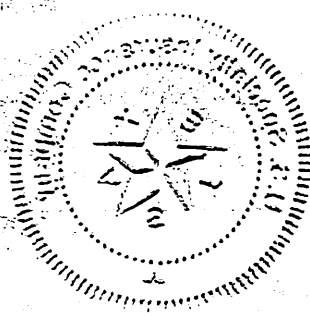
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**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Amanda Jean Charfauros

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001145047 Amount of Bond: See Bond Form
Principal: RJM-McQueen Contracting, Inc.
Obligee: City of Hattiesburg

This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2019.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 23rd day of September, 2019, before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

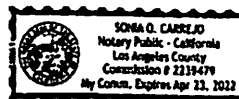
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2021.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

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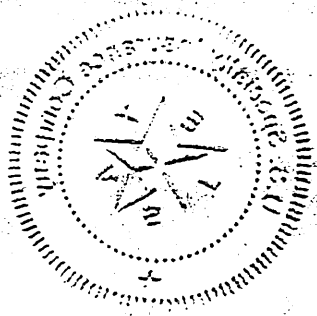
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80 Ramsey McQueen Road
Collins, MS 39428
Office: 601-765-6561
Fax: 601-765-6562

December 29, 2021

Neel-Schaffer, Inc
Attn: Austin Lovitt, ASLA
P.O. Box 1487
Hattiesburg, MS 39403-1487

Reference: WAYFINDING & PARKING SIGNAGE- DOWNTOWN HATTIESBURG
City of Hattiesburg, Mississippi

Subject: CERTIFICATE OF WARRANTY

As of August 2, 2021, we hereby guarantee all work performed by RJM-McQueen Contracting, Inc and any Subcontractors, under our direction, on the above referenced project to be free from defective materials and workmanship for a period of Twelve (12) months. The stated warranty and guarantee shall expire on August 2, 2022.

Contact us if you have any questions concerning the above or if you need any additional information at this time.

Sincerely,

RJM-McQueen Contracting, Inc.

Brandy H. Easterling
Accountant/Office Manager

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this Affidavit as the owner, partner, or officer as the case may be, of the contractor named below ("the Contractor") employed in connection with the construction project ("the Project") mentioned below.

In consideration for the full and final payment to the Contractor for all services in connection with the Project, the Contractor hereby releases and waives all liens and claims to liens which the Contractor may have on or affecting the Project or Project property as a result of the Contractor's contract(s) for the Project or for performing labor and/or furnishing materials that are in any way connected with any construction of any building(s) or improvement(s) for the Project whether on the Project property or elsewhere. The Contractor further certifies and warrants that all subcontractors of labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor and/or subcontractor have been paid.

1. RJM-McQueen Contracting, Inc
(Print or type the firm or individual name of the Contractor)
2. 80 Ramsey McQueen Road, Collins, MS 39428
(Print or type the Contractor's address)
3. Brandy H Easterling
Print or type the name of the person signing for the Contractor)
4. Accountant/Office Manager
(Print or type the position of the person signing for the Contractor)
5. Description of the Project (use an additional page, if necessary): Wayfinding & Parking Signage – Downtown Hattiesburg – City of Hattiesburg, Mississippi
6. Date that the project was totally completed: August 1, 2021

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the Project has placed a material reliance on such information in directing final payment to the Contractor.

EXECUTED this 9th day of February, 20 22.
Brandy H. Easterling
(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 9th day of February, 20 22.

Notary Public: Cindy Sasser

My Commission Expires: 4-5-25



[illegible][illegible]

SECRET / CONFIDENTIAL AND 977, 10 March.

Бюджетная политика — это финансовая политика государства, направленная на достижение целей и задач, поставленных в бюджетной программе.

100. Answer: discovery, invention, improvement, and design

ton no soll mit „eigler Vorsetz“ auf einen ihm nicht zugewandten und nicht zu seinen Gunsten zu machenden Erfolg abzielen; vielmehr soll ein solches Verhalten als bloßes „Versuchen“ angesehen werden, welches nur dann strafbar ist, wenn es sich um eine Verletzung der öffentlichen Sicherheit handelt.

10-10-68

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Journal of Management Studies, 1987, Vol. 24, No. 6, pp. 601-617.

[illegible]



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, May 3, 2022

Re: Acknowledge receipt of fully executed deed for a portion of Forrest County Tax Parcel No. 2-028G-05-071.00 PPIN 15372; Authorize issuance of a manual check in payment of agreed upon value of \$1,200.00, based on appraised value of neighboring property.
File Number: 2022-310
Minute Book #

Summary

Acknowledge receipt of fully executed deed for a portion of Forrest County Tax Parcel No. 2-028G-05-071.00 PPIN 15372; Authorize issuance of a manual check in payment of agreed upon value of \$1,200.00, based on appraised value of neighboring property.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898
(601) 545-4540

INDEXING INSTRUCTIONS:

A part of Lot 11 of the Foxfire Village Subdivision,
in the City of Hattiesburg, County of Forrest, State
of Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that I, , _____ of,
Authorized Signer

AFFORDABLE SOUTHERN HOMES, INC.

268 Broken Arrow Trail

Petal, MS 39465

Telephone 601 606 0437

Grantor, does hereby grant, bargain, sell, convey and warrant unto the

CITY OF HATTIESBURG, MISSISSIPPI

200 Forrest Street

Post Office Box 1898

Hattiesburg, MS 39403-1898

Telephone (601) 545-4540

Grantee, the following described property lying and being situated in Hattiesburg, Forrest County, Mississippi, and more particularly described hereto:

A part of Lot 11 of the Foxfire Village Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per Map or Plat thereof on file in the Office of the Chancery Clerk of said County and State, and being more particularly described using Mississippi State Plane Coordinate System, East Zone Grid, NAD 83(2011), US Survey Feet, with a combined scale factor of 0.99996888 and a convergence angle of (minus) $-0^{\circ}15'31.80''$ at the Southwest Corner of said Lot 11, and

Beginning at a ½ Inch Rebar representing said Southwest Lot Corner and a Point on the East Right of Way Line of North 28th Avenue, a public roadway, said Point also having a Grid Value of N 668,853.84 feet and E 828,874.84 feet on said East Zone Grid;

thence run $N01^{\circ}23'32''E$ along said East Right of Way Line and the West Line of said Lot 11 for 56.83 feet to a ½ Inch Rebar,

thence run $S76^{\circ}17'24''E$ for 52.86 feet to a ½ Inch Rebar having a Grid Value of N 668,898.13 feet and E 828,927.57 feet on said East Zone Grid,

thence run $S01^{\circ}50'22''W$ for 45.01 feet to a ½ Inch Rebar on the South Line of said Lot 11,

thence run $N89^{\circ}13'15''W$ along said South Line for 15.00 feet to a ½ Inch Rebar,

thence continue $N89^{\circ}13'15''W$ along said South Line for 36.29 feet to the Point of Beginning, comprising 0.06 Acres (2,621 Square Feet), more or less.

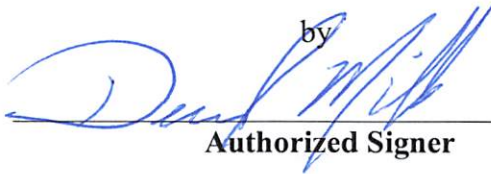
Said property is not a part of the homestead of the grantor.

The property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE on this 25 day of 4/, 2022.

AFFORDABLE SOUTHERN HOMES, INC.

by 
Authorized Signer

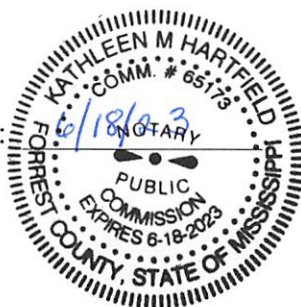
STATE OF MISSISSIPPI

COUNTY OF Forrest

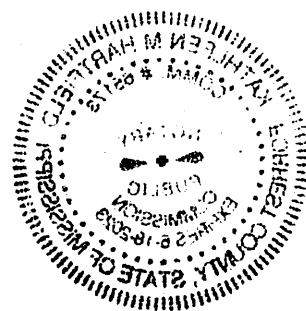
Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of April, 2022, within my jurisdiction, the within named Dennis R. Miller, who acknowledged that (he) (she) is owner of **AFFORDABLE SOUTHERN HOMES, INC.**, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC

My commission expires:



(S E A L)





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, May 3, 2022
Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
File Number: 2022-293
Minute Book #

Summary

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the May 3, 2022 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: May 3rd, 2022

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Roger Allen	416 South 15th Avenue	17078	1371/287-288	Resolution 2021-48 \$4,705.20
Roger Allen	416 South 15th Avenue	17078	1377/694-695	Resolution 2021-58 \$3,264.81



DEED

Bk:1392 Page:424-425

RCD: 04/21/2022 @ 3:52:17:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

Release

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

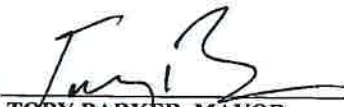
DATE FILED:	07/09/2021
BOOK:	1371
PAGE:	287-288
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$4,705.20
NAME:	Roger Allen Resolution 2021-48

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

**PARCEL: 2-029M-09-357.00, 416 South 15th Avenue, Hattiesburg, MS, 39401 and better
described as: The South twenty (20) feet of Lot Nine (9) and the North Thirty-five (35) feet
of Lot ten (10) Block Twenty-two (22), of the Hattiesburg, Heights Proper Survey of the
City of Hattiesburg, Mississippi, according to the official plat thereof on file in the office of
the Chancery Clerk of Forrest County, Mississippi.**

IN WITNESS WHEREOF, this instrument is executed on this the 3rd day of May,
2022.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:



KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of May, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:

7/07/2023



STATE OF MISSISSIPPI
COUNTY OF FORREST



DEED
Bk:1392 Page:426-427
RCD: 04/21/2022 @ 3:52:55:PM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Release

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	10/01/2021
BOOK:	1377
PAGE:	694-695
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,264.81
NAME:	Roger Allen Resolution 2021-58

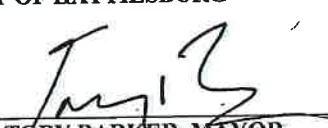
in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

PARCEL: 2-029M-09-357.00, 416 South 15th Avenue, Hattiesburg, MS, 39401 and better
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of Lot ten (10) Block Twenty-two (22); of the Hattiesburg, Heights Proper Survey of the
City of Hattiesburg, Mississippi, according to the official plat thereof on file in the office of
the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the 3rd day of May,

2022.

CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of May, 2022, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Anita Bratcher
NOTARY PUBLIC

MY COMMISSION EXPIRES:

7/07/2023





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, May 3, 2022
Re: Acknowledge receipt of the two quote docket.
File Number: 2022-306
Minute Book #

Summary

Acknowledge receipt of the two quote docket for the period of March 28, 2022 through April 24, 2022 as provided for in 31-87-13(b) of the Mississippi Code of 1972

Recommendation Statement

Attached is the unadvertised bid docket for the period of March 28, 2022 through April 24, 2022 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the May 3, 2022 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
CHEMPRO SERVICES NATURCHEM	227320	\$ 48,450.00 \$ 57,550.00	HERBICIDE APPLICATIONS FOR SPRING/SUMMER/FALL
PINE BELT CDJR INC KIRK AUTOMOTIVE	227427	\$ 30,377.00 \$ 31,830.00	2021 RAM 1500 CREWCAB 4X4/WATER PLANT
PARK RIGHT STRIPING WARREN PAVING	227536	\$ 18,100.00 \$ 28,505.00	STRIPING VARIOUS SITES
SAMMY GRAHAM LLC SWIM DISTRIBUTORS	227593	\$ 12,575.00 \$ 12,587.90	POOL CHEMICALS
HOLLINGSWORTH HARDWOOD FLOORS BULLOCK HARDWOOD FLOORS D&S CLEANING SERVICES	227611	\$ 4,900.00 \$ 7,800.00 \$ 12,795.00	HARDWOOD FLOORS/CULTURAL CENTER
ROOSEVELT JACKSON III WEBB PAINT & COMPANY	227647	\$ 7,878.00 \$ 8,875.00	PAINT/REPAIR INTERIOR OF CULTURAL CENTER
MSP ENTERPRISES BW SULLIVAN BUILDING CONTRACTORS	227650	\$ 19,415.00 \$ 36,800.00	PAINT/REPAIR EXTERIOR OF CULTURAL CENTER

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227320

ITEM: HERBICIDE APPLICATIONS FOR SPRING/SUMMER/FALL

BID #1

WINNING BID

COMPANY CHEMPRO SERVICES

BID

AMOUNT \$48,450.00

BID #2

COMPANY NATURCHEM

BID

AMOUNT \$57,550.00

BID #3

COMPANY _____

BID

AMOUNT _____

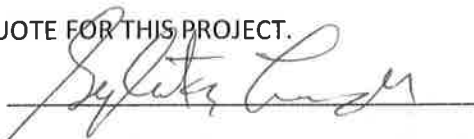
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Purchase Order Number **00227320**

Purchase Order Date **03/28/2022**

Department **STREET DIVISION**

FID 64-6000432

Vendor 2460
CHEMPRO SERVICES
3311 GULF BREEZE PKWY, #350
GULF BREEZE, FL 32563

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SALES@CHEMPROSERVICES.COM	2460	227706	Cheryl Fluker	

NOTES

TWO QUOTE/CHEMPRO SERVICES/
PLEASE EMAIL INVOICE TO CFLUKER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	HERBICIDE APPLICATIONS FOR SPRING/ SUMMER/ FALL <i>Please send invoice to cfluker@hattiesburgms.com</i> GL #: 001201 - 604900	1.0000	EACH	\$48,450.0000	\$48,450.00
					\$48,450.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$48,450.00

Purchase Order Total \$48,450.00



Proposal for Services

Date:	Proposal #:
3/3/2022	16135

2953 Bienville Blvd #132
Ocean Springs, MS 39564

228-447-4127
866-485-8655 - fax
sales@chemproservices.com

Terms:

1. Payment Due net 30 unless specified otherwise in proposal
2. ChemPro Services will maintain adequate insurance at all times
3. ChemPro guarantees proper licensure per EPA Label and State Requirements.

Remittance Address: 3311 Gulf Breeze Pkwy #350, Gulf Breeze, FL 32563

Bill To:	Customer Contact	Ann Jones	Ship To
City of Hattiesburg P O Box 1898 Hattiesburg, MS 39403 levans@hattiesburgms.com lhanson@hattiesburgms.com	Customer Phone	(601) 545-4648	City of Hattiesburg Ann Jones Various Ditches, ROW (per pending scope)
	Customer E-mail	annjones@hattiesburgms.com	
	Sales Rep	BWK	

Description	Qty	Rate	Total
2022 Weed Control Services Date of Contract: PO# will be issued prior to each application. ChemPro Services will provide herbicide application and aquatic brush control in city ditches and relief waterways. In addition, all aquatic vegetation actively growing in the waterways will be targeted. Scope of Work: Work scope is based on drainage ditches and measurements provided in the RFQ. Schedule: 3 Applications Late Winter/Early Spring Late Spring/Early Summer Late Summer/Early Fall * Optional 4th application= \$16,150 Delivery Date: Scheduled Upon Request Expiration Date: 120 days	1 1 1	16,150.00 16,150.00 16,150.00	16,150.00 16,150.00 16,150.00



Herbicide Rates and Application are tailored to each site and may require additional applications, depending on site conditions, weather, and herbicide selection. These circumstances are specific to the customer and the services purchased.

Total \$48,450.00

Jamie Rauch
Sales Support Specialist

Customer Signature

ChemPro Services, Inc.

**CITY OF HATTIESBURG
PUBLIC WORKS DEPARTMENT**

COVER SHEET

DATE: MARCH 21, 2022

TO: ChemPro Services

PHONE: 228-447-4127

EMAIL: sales@chemproservices.com

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY.
QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME
INDICATED.**

**DO NOT HESITATE TO CALL 601-545-4621 IF YOU HAVE ANY
QUESTIONS.**

THANK YOU,

**CHERYL FLUKER
OFFICE MANAGER
601-545-4621**

SPECIFICATIONS

Provide herbicide application and aquatic brush control in city ditches and relief of waterways.

Applications:

Spring

Summer

Fall

Winter

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

March 25, 2022

CONTACT PERSON(S):

Rennie Perkins

Telephone Number

601-545-4648

Cheryl Luke

Or

Telephone Number

601-545-4621

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract.

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of \$1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, January 1, 2022, through December 31, 2022. The fee schedule shall be as follows.

- Late winter/early spring \$ _____
- Late spring/early summer \$ _____
- Late summer/early fall \$ _____
- 4th If necessary application \$ _____

SPECIFICATIONS

Provide herbicide application and aquatic brush control in city ditches and relief of waterways.

Applications:

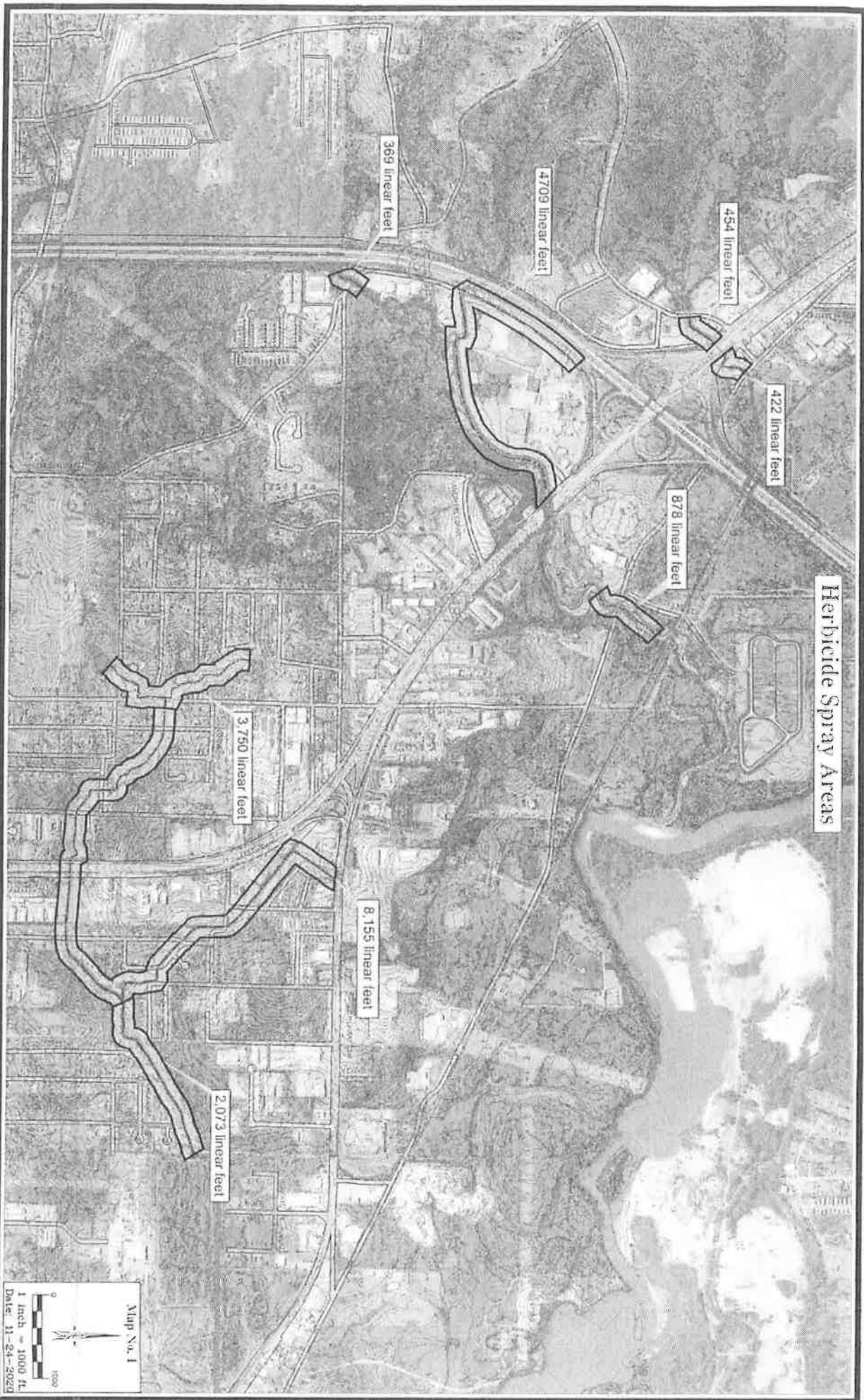
Spring

Summer

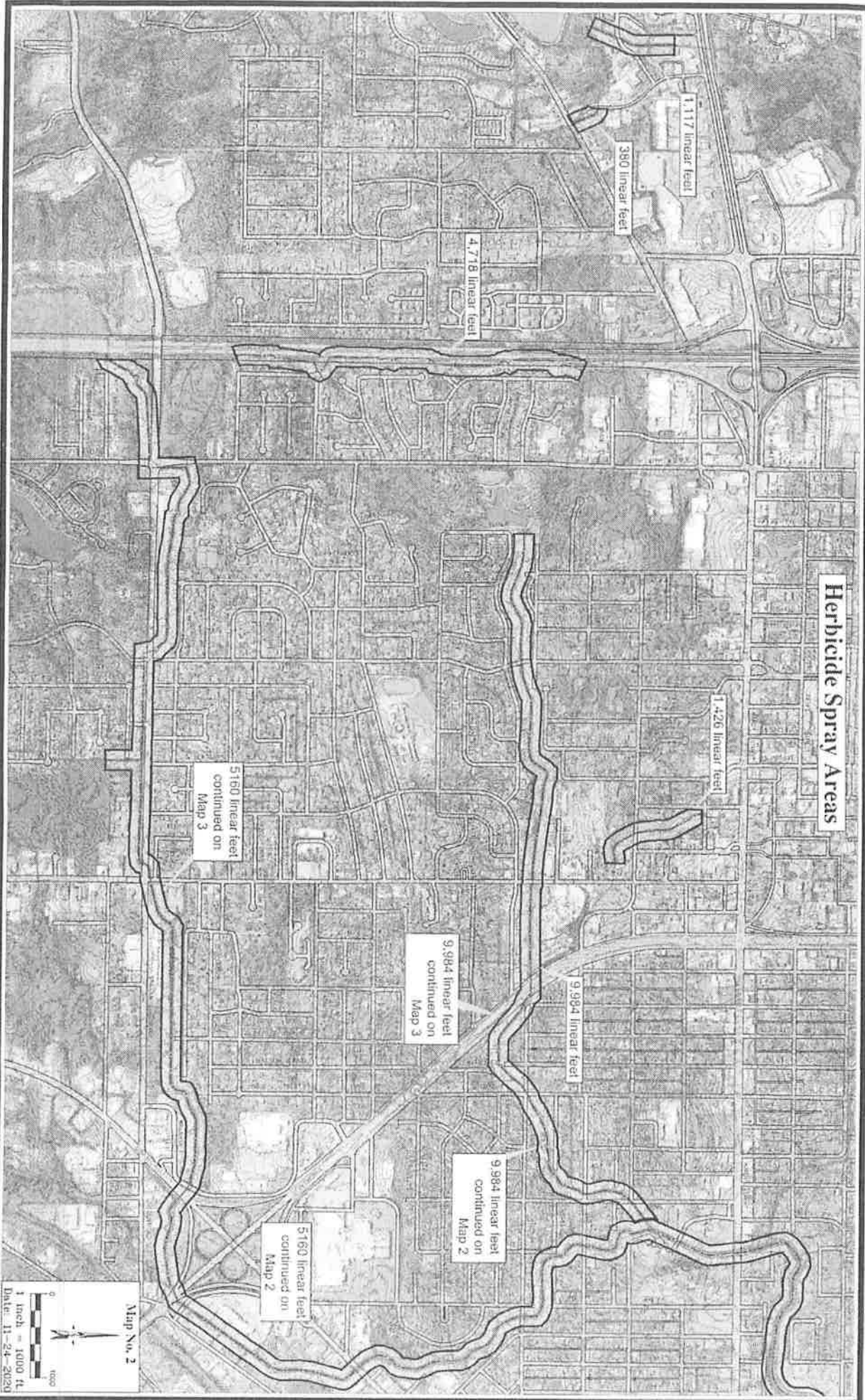
Fall

Winter

Herbicide Spray Areas



Herbicide Spray Areas



Herbicide Spray Areas

919 linear feet

5160 linear feet

5,315 linear feet

9,984 linear feet
continued on
Map 2

5160 linear feet
continued on
Map 2

4,628 linear feet



Herbicide Spray Areas

5,315 linear feet

4,628 linear feet

4,909 linear feet

855 linear feet

795 linear feet

1,848 linear feet

2,814 linear feet

Herbicide Spray Areas



**CITY OF HATTIESBURG
PUBLIC WORKS DEPARTMENT**

COVER SHEET

DATE: MARCH 21, 2022

TO: NaturChem

PHONE: 803-957-8989

EMAIL: bids@naturchem.net

**PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY.
QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME
INDICATED.**

**DO NOT HESITATE TO CALL 601-545-4621 IF YOU HAVE ANY
QUESTIONS.**

THANK YOU,

**CHERYL FLUKER
OFFICE MANAGER
601-545-4621**

SPECIFICATIONS

Provide herbicide application and aquatic brush control in city ditches and relief of waterways.

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Spring

Summer

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Winter

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or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

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**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

March 25, 2022

CONTACT PERSON(S): Rennie Perkins Telephone Number 601-545-4648

Cheryl Duke Or Telephone Number 601-545-4621

City of Hattiesburg
Herbicide Application Service Specifications

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Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, January 1, 2022, through December 31, 2022. The fee schedule shall be as follows.

• Late winter/early spring	\$ 18,750.00
• Late spring/early summer	\$ 19,400.00
• Late summer/early fall	\$ 19,400.00
• 4 th If necessary application	\$ 18,750.00

SPECIFICATIONS

Provide herbicide application and aquatic brush control in city ditches and relief of waterways.

Applications:

Spring

Summer

Fall

Winter



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
115 Central Island Street, Suite 100
Charleston SC 29492

CONTACT NAME: Joy St. Martin

PHONE (A/C, No, Ext): 843-972-4721

FAX (A/C, No): 843-577-5062

E-MAIL ADDRESS: joy_st.martin@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Insurance Company of Pittsburgh

19445

INSURER B: Commerce and Industry Insurance Company

19410

INSURER C: Colony Insurance Company

39993

INSURER D: New Hampshire Insurance Company

23841

INSURER E:**INSURER F:**

INSURED
NaturChem, Inc. - SC
270 Bruner Rd.
Lexington, SC 29072

COVERAGES**CERTIFICATE NUMBER:** 117608718**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			5268252	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4489734	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			BE021169976	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/CO Aggregate \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	015893849	6/30/2021	6/30/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CSP4258263	6/30/2021	6/30/2022	Ea Occurrence \$1,000,000 Policy Limit \$2,000,000 Deductbl-Ea Incident \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE**

ID. NO: 45720

ISSUED: 9/1/2021

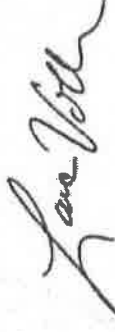
EXPIRES ON: 10/16/2023

LICENSE/PERMIT CATEGORY:

AQWL,ROWL

MR. DARIUS DONYAE DUBOSE
NATURCHEM, INC.

1527 KINGS CREEK DR
TUPELO, MS, 38804



Laura Vollor, Director

INDIVIDUAL MAY PERFORM SERVICES IN:

AQW,ROW

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 45720

Date Issued: 9/1/2021

DARIUS DONYAE DUBOSE
1527 Kings Creek Dr
Tupelo, MS 38804

The above named individual has complied with the provisions of § 69-19-1 — 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for
NATURCHEM, INC.
in the license categories
AQWL, ROWL



Expiration: 10/16/2023

A handwritten signature in black ink, appearing to read "Laura Vollar".

Laura Vollar, Director

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227427

ITEM: 2021 RAM 1500 CREWCAB 4X4

BID #1

WINNING BID

COMPANY PINE BELT CDJR INC

BID

AMOUNT \$30,377.00

BID #2

COMPANY KIRK AUTOMOTIVE

BID

AMOUNT \$31,830.00

BID #3

COMPANY _____

BID

AMOUNT _____

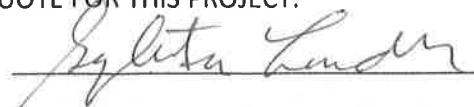
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1011
900 James St
Hattiesburg, MS 39401

Purchase Order Number **00227427**

Purchase Order Date **04/04/2022**

Department **WATER PLANT DIVISION**

FID 64-6000432

Vendor 3915
PINE BELT CDJR, INC (MCMULLAN EQUIPMENT)
401 BROADWAY DR
HATTIESBURG, MS 39401-6324

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	TANDERSON@PINEBELTMOTORS.COM	3915	227829	Rob Waggoner	

NOTES

TWO QUOTE 2021 RAM 1500 CREWCAB 4X4 FOR WATER DEPT

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2021 RAM 1500 TRADESMAN CREW CAB 4X4 GL #: 009672 - 742000	1.0000	EACH	\$30,377.0000	\$30,377.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price **\$30,377.00**

Purchase Order Total **\$30,377.00**

PINE BELT

AUTO GROUP

PINE BELT
CHEVROLET

COURTESY
Ford

PINE BELT
Jeep RAM

2021 RAM 1500 TRADESMAN CREW CAB 4X4

Bright White Clear Coat
HD Vinyl 40/20/40 Split Bench Seat
Chrome Appearance Group
Trailer Tow Group
8-Spd Auto 8HP70 Trans
Anti-Spin Differential Rear Axle
5.7L V8 HEMI MDS VVT Engine
Remote Keyless Entry with All-Secure
Full Size Spare Tire

\$30,377.00

Ritchie Bearden

3/29/22

Ritchie Bearden
662-360-8590
rbearden@pinebeltmotors.com



6393 HWY 98 WEST / HATTIESBURG, MS 39402

KIRK AUTO GROUP

GRENADA, MS

COMMERCIAL SALES DEPT



2021 RAM 1500 CREW CAB 4X4

2021 RAM 1500

5.7L V8 HEMI

Monotone Paint Choice- WHITE

40/20/40 Front seat- CLOTH

8 Speed Auto Trans

TRAILER HITCH

LIMITED SLIP AXLE

UCONNECT BLUETOOTH

POWER LOCKS/WINDOWS

REMOTE KEYLESS ENTRY

TOTAL PRICE

\$ 31,830.00

CALL OR SEE: **WES HERRING**

601-503-4534

COMMERCIAL SALES DEPARTMENT

CITY OF HATTIESBURG

Water DEPARTMENT

COVER SHEET

DATE: March 29, 2022

TO: R. Bearden

PHONE: 662.360.8590

EMAIL: rbearden@pinebeltmotors.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL Rob AT 601.545.
4630 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

or **FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661**

or **EMAILED TO TWOQUOTE@HATTIESBURGMS.COM**

or **EMAILED TO (SLONDON@HATTIESBURGMS.COM)**

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

March 31, 2022

CONTACT PERSON(S):

Rob

601.545.4630

Alan

Or 601.408.0586

TWO QUOTE FOR NEW TRUCK:

SPECIFICATIONS ARE:

- 2021 RAM 1500 CREW CAB 4X4
- 5.7L V8 HEMI
- WHITE
- 40/20/40 FRONT SEAT/ CLOTH
- 8 SPEED AUTO TRANS
- TRAILER HITCH
- LIMITED SLIP AXLE
- UCONNECT BLUETOOTH
- POWER LOCKS/WINDOWS
- REMOTE KEYLESS ENTRY

** BID TO BE RECEIVED BY 03/31/22 **

*** WITH IMMEDIATE DELIVERY ***

009672.7420

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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CITY OF HATTIESBURG

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March 31, 2022

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601.545.4630

Alan

Or 601.408.0586

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- 5.7L V8 HEMI
- WHITE
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- TRAILER HITCH
- LIMITED SLIP AXLE
- UCONNECT BLUETOOTH
- POWER LOCKS/WINDOWS
- REMOTE KEYLESS ENTRY

** BID TO BE RECEIVED BY 03/31/22 **

*** WITH IMMEDIATE DELIVERY ***

009672.7420

CITY OF HATTIESBURG

Water DEPARTMENT

COVER SHEET

DATE: March 29, 2022

TO: Wes Herring

PHONE: 601-503-4534

EMAIL: wes@kirkautomotive.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

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4630 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

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PO Box 1898
Hattiesburg, MS 39403-1898

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**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

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March 31, 2022

CONTACT PERSON(S):

Rob

601.545.4630

Alan

Or 601.408.0586

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- TRAILER HITCH
- LIMITED SLIP AXLE
- UCONNECT BLUETOOTH
- POWER LOCKS/WINDOWS
- REMOTE KEYLESS ENTRY

** BID TO BE RECEIVED BY 03/31/22 **

*** WITH IMMEDIATE DELIVERY ***

009672.7420

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227536

ITEM: STRIPING VARIOUS SITES

BID #1

WINNING BID

COMPANY JOE AULTMAN (PARK RIGHT STRIPING)

BID

AMOUNT \$18,100.00

BID #2

COMPANY WARREN PAVING

BID

AMOUNT \$28,505.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order Number **00227536**
Purchase Order Date **04/12/2022**
Department **ENGINEERING**

FID 64-6000432

Vendor 48682
JOE AULTMAN
340 J D HATTEN RD
SUMRALL, MS 39482

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		48682	227955	Sharon Waits	

NOTES

2-QUOTE STRIPING VARIOUS SITES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE STRIPING VARIOUS SITES AROUND THE CITY GL #: 072201 - 636000	1.0000	EACH	\$18,100.0000	\$18,100.00
				\$18,100.00	

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$18,100.00

Purchase Order Total \$18,100.00

V# 48682

April 7, 2022

Park Right Striping
340 J D Hatten Rd.
Sumrall, MS 39482

Joe Aultman

2- Quote
072201.6360.00
MB Pending



Friedwa Ave / MLK Ave
MLK Ave / Ruby Ave
MLK Ave / Ruby Ave

Crosswalk 800⁰⁰ ✓
slow + school 500 ✓
crosswalk + stop bar 1000 ✓

Cypress Ave

Crosswalks + stop bar 1000 ✓

Breland Ave / MLK Ave
E. Florence / MLK Ave
MLK / E Florence
605 MLK Ave
Tuscan Ave / MLK Ave

stop bar 250 ✓
stop bar 250 ✓
crosswalk 800 ✓
slow + school 500 ✓
crosswalk 800 ✓
stop + yellow 500 ✓

S. 28th Ave / Lincoln Rd
Charlisle Street / west over dr
S/A ↗

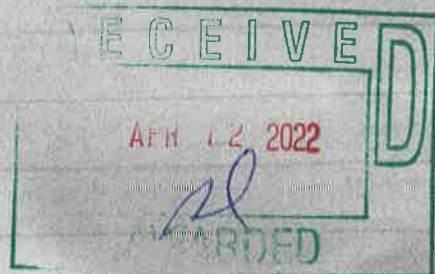
turn lane arrows 2500 ✓
turn lane arrows 2500 ✓
turn lane, arrows

N. 25th Ave / 4th street
N. Hutchinson Ave. (b/w Hardy str - 4th st)

Full intersection 2500 ✓

All turn lanes, arrows 4200 ✓

total = \$18,100⁰⁰





CONTRACTORS & ENGINEERS

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601)544-7811 - FAX (601)544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228)896-8003 - FAX (228)896-8155

QUOTATION

To: Hunter White, City of Hattiesburg
Date: March 31, 2022
Project: Various Striping throughout City of Hattiesburg

We propose to furnish all labor, materials, and equipment for completion of the work outlined below for this project for the unit prices shown.

<u>Street Name</u>	<u>Scope of Work</u>	<u>Quantity</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>ITEM TOTAL</u>
Fredna Ave/Martin Luther King	Crosswalk	1.00	LS	\$ 1,000.00	\$ 1,000.00
Martin Luther King/Ruby	SLOW, SCHOOL, Crosswalk & Stop Bar	1.00	LS	\$ 1,825.00	\$ 1,825.00
Cypress Ave	Crosswalk & Stop Bar	1.00	LS	\$ 1,350.00	\$ 1,350.00
Breland Ave/Martin Luther King	Stop Bar	1.00	LS	\$ 500.00	\$ 500.00
E Florence/Martin Luther King	Crosswalk & Stop Bar	1.00	LS	\$ 1,500.00	\$ 1,500.00
605 Martin Luther King	SLOW & SCHOOL	1.00	LS	\$ 850.00	\$ 850.00
Tusan Ave/Martin Luther King	Crosswalk, Stop Bar and Yellow	1.00	LS	\$ 1,780.00	\$ 1,780.00
S 28th Ave/Lincoln Road	Turn Lane & Arrows	1.00	LS	\$ 3,120.00	\$ 3,120.00
Carlisle St/Westover Dr	Turn Lane & Arrows	1.00	LS	\$ 7,335.00	\$ 7,335.00
N 25th Ave/4th Street	Complete Intersection	1.00	LS	\$ 3,120.00	\$ 3,120.00
N Hutchison Ave	All Turn Lanes & Arrows	1.00	LS	\$ 6,125.00	\$ 6,125.00
TOTAL \$					28,505.00

Above quantities are approximate. Final billing will be determined from actual field measurements of completed work applied to unit prices.

Pricing is at today's cost and is effective for ninety (90) days.

Prices do not include bond, independent testing or survey layout.

Thank you for the opportunity to provide this quote.

Warren Paving, Inc.

Jeremy Patterson

Accepted By: _____ Date: _____

Printed Name: _____

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227593

ITEM: POOL CHEMICALS

BID #1

WINNING BID

COMPANY SAMMY GRAHAM LLC

BID

AMOUNT \$12,575.00

BID #2

COMPANY SWIM DISTRIBUTORS LLC

BID

AMOUNT \$12,587.90

BID #3

COMPANY _____

BID

AMOUNT _____

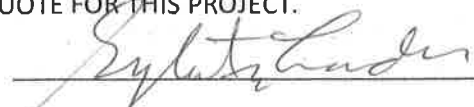
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1020
315 Conti St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00227593**
Purchase Order Date **04/18/2022**
Department **PARKS & REC ADMIN**

FID 64-6000432

Vendor 47471
SAMMY GRAHAM LLC
80 JUNIOR GRAHAM LN
COLLINS, MS 39428-4508

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	graham17824@bellsouth.net	47471	228014	Chris McGee	

NOTES

POOL CHEMICALS TWO QUOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	12 - 100 LBS OF SUPER SHOCK 24 - 50 LBS OF 3" TABLETS 36 - QUARTS OF 60% ALGAECIDE 36 - QUARTS OF SUPER BLUE CLARIFIER 150 - GALLONS OF LIQUID CHLORINE 56 - GALLONS OF MURIATIC ACID GL #: 002315 - 513000	1.0000	EACH	\$12,575.0000	\$12,575.00
					\$12,575.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price \$12,575.00

Purchase Order Total \$12,575.00

No. 0144

SOLD TO

City of Hattiesburg (Purchasing Department)

PHONE: (601) 543-4624

DATE: 4/11/2022

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12	100lb super shocks		34.00
24	50 lb 3" tpt		64.80
36	at 60% algoside		675.00
36	1st super shock		6.00
110	gal. Liquid Chlorine		995.00
51	gal. Boric acid		375.00
SUBTOTAL			
FREIGHT			
SALES TAX			
TOTAL			19575.00

THIS INVOICE IS DUE UPON COMPLETION.

CUSTOMER SIGNATURE:

Sent from my iPhone



QUOTATION

Swim Distributors, LLC

11134 Cedar Park Avenue
Baton Rouge, LA 70809
UNITED STATES
2253088989



Order Number	
1021033	
Order Date	Page
04/11/2022 13:11:30	1 of 1

Quote Expires On: 05/11/2022

Bill To:

City of Hattiesburg Purchasing Division
PO Box 1898
Hattiesburg, MS 39403
US

Ship To:

City of Hattiesburg Purchasing Division
PO Box 1898
Hattiesburg, MS 39403
US

601-545-4624

Customer ID: 10916

PO Number					Ship Route	Taker		
QUOTE / CHEMICALS 041122						CRAIG.VILLEMARETTE		
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
12.0000	0.0000	12.0000	EA		CH100	EA	284.1200	3,409.44
				1.0	Chlor-More Shock 100# 68%	1.0		
					STOCK SHOCK			
24.0000	0.0000	24.0000	EA		52550	EA	269.9900	6,479.76
				1.0	50# POOL TROL 3" 7oz TABLETS	1.0		
36.0000	0.0000	36.0000	EA		50627	EA	18.8400	678.24
				1.0	POOL TROL 12X1QT 60% ALGAECIDE	1.0		
36.0000	0.0000	36.0000	EA		20154A	EA	16.7400	602.64
				1.0	Robarb Super Blue clarifier 32 fl. oz.	1.0		
150.0000	0.0000	150.0000	EA		01250-F	EA	6.8500	1,027.50
				1.0	12.5% 1 gallon of Liquid Chlorine	1.0		
56.0000	0.0000	56.0000	EA		MURA01	EA	6.9700	390.32
				1.0	Muriatic Acid 1 Gallon.	1.0		

Total Lines: 6

SUB-TOTAL: 12,587.90

TAX: 0.00

AMOUNT DUE: 12,587.90

U.S. Dollars



**Bid to Supply Pool Chemicals for the
City of Hattiesburg Parks and Recreation Department**

Unit:	Price:
1,200 lbs. Granular Chlorine (100 lbs. drums)	\$4,188.00
1,200 lbs. 3" Chlorinating Tablets (TriChlor – 50 lbs. buckets)	\$9,840.00
36 bottles (32 ounce) 60% Poly Algaecide	\$1,368.00
36 bottles (32 ounce) natural clarifier	\$1,080.00
150 gallons liquid chlorine (1 gallon bottles)	\$1,520.00
56 gallons muriatic acid (1 gallon bottles)	\$ 896.00

Delivery Date: April 21st, 2022

Price Expiration: May 1st, 2022

Total Bid Price: \$18,892.00

Thank you for the opportunity to provide this quote. We look forward to doing business with the City of Hattiesburg.

For questions or approval of this quote, please contact:

Dewey Case
Commercial Sales Manager
Adcock Pool and Spa
Phone: 601-297-7953
Email: dewey@adcockpoolandspa.com

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a horizontal line.

Dewey Case
Commercial Sales Manager

A handwritten date '4/8/22' in black ink, written above a horizontal line.

Date

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: April 4, 2022

TO: Sammy Graham
80 Jr. Graham Lane
Collins, MS 39428

PHONE: 601.517.8283

E-MAIL: Graham17824@bellsouth.net

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL 601.545.4624 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Chris McGee, Director
(601) 545-4624

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

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 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
April 11, 2022**

CONTACT PERSON(S): Chris McGee (601) 545- 4624



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

April 4, 2022

RE: Request for Quote for the following pool chemicals

DEPT: Parks and Recreation

REQUESTED DATES: April 11, 2022-Price Due

April 22, 2022- Delivery Due

SPECIFICATIONS:

1,200 lbs. of granular chlorine or 12-100 lb. buckets

1, 200 lbs. of #3 chlorinated tablets or 24-50 lb. buckets

9 gallons algaecide 60% poly or 36 -32 oz. bottles

9 gallons natural clarifier or 36 -32 oz. bottles

150gallon liquid chlorine

56gallon muriatic acid

Chris McGee

Director, Parks and Recreation

601.545.4624

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: April 4, 2022

TO: Swim Distributors, LLC
11134 Cedar Park Ave.
Baton Rouge, LA 70809

PHONE: 225.308.8989

E-MAIL: cvillemarette@swimbr.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL 601.545.4624 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Chris McGee, Director
(601) 545-4624

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO: **City of Hattiesburg**
 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
April 11, 2022**

CONTACT PERSON(S): Chris McGee (601) 545- 4624



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

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April 4, 2022

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9 gallons algaecide 60% poly or 36 -32 oz. bottles

9 gallons natural clarifier or 36 -32 oz. bottles

150gallon liquid chlorine

56gallon muriatic acid

Chris McGee

Director, Parks and Recreation

601.545.4624

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: April 4, 2022

TO: Adcock Pool and Spa
6192 US-98 Hattiesburg, MS 39402

PHONE: 601.264.3504

E-MAIL: josh@adcockpoolandspa.com

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL 601.545.4624 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Chris McGee, Director
(601) 545-4624

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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 Purchasing Division
 PO Box 1898
 Hattiesburg, MS 39403-1898

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or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
April 11, 2022**

CONTACT PERSON(S): Chris McGee (601) 545- 4624



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

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Carter Carroll

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Nicholas Brown

MEMORANDUM

April 4, 2022

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9 gallons natural clarifier or 36 -32 oz. bottles

150gallon liquid chlorine

56gallon muriatic acid

Chris McGee

Director, Parks and Recreation

601.545.4624

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227611

ITEM: HARDWOOD FLOORS AT CULTURAL CENTER

BID #1

WINNING BID

COMPANY HOLLINGSWORTH HARDWOOD FLOORS INC

BID

AMOUNT \$4,900.00

BID #2

COMPANY BULLOCK HARDWOOD FLOORS

BID

AMOUNT \$7,800.00

BID #3

COMPANY D&S CLEANING SERVICES

BID

AMOUNT \$12,795.00

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2022

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Purchase Order Number **00227611**

Purchase Order Date **04/19/2022**

Department **COMMUNITY CENTERS**

FID 64-6000432

Vendor 3112
HOLLINGSWORTH HARDWOOD FLOORS, INC
2716 HWY 98 EAST
COLUMBIA, MS 39429

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JIMMYHOLLI65@GMAIL.COM	3112	228035	Rebecca Acker	

NOTES

TWO-QUOTE HARDWOOD FLOORS AT CULTURAL CENTER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	MATERIAL AND LABOR TO CLEAN , SCREEN AND APPY TWO COATS OF OIL BASE WOOD FINISH TO THE 2ND AND 3RD FLOOR PER SPECIFICATION. RECOAT STAIRS AND APPLY 2 COATS OF FINISH. GL #: 077650 - 635000	1.0000	EACH	\$4,900.0000	\$4,900.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.


City Clerk

Total Ext. Price **\$4,900.00**

Purchase Order Total **\$4,900.00**

Hollingsworth Hardwood Floors, Inc.

2716 Hwy 98 East
Columbia, MS 39429
601-466-7346
jimmyholli65@gmail.com

Estimate

Date	Estimate #
3/31/2022	1415

Name / Address
City of Hattiesburg, MS Cultural Center PO#:

Sales Person	Date Started	Date Completed	Terms
		3/31/2022	
Items	Description	Total	
1	Screen and clean wood floors in 2nd and 3rd floors of building wood floors, apply 2 coats of oil base gym finish buff between coats and clean	4,000.00	
2	Screen and recoat stairs and apply 2 coats of gym finish	900.00	
RECEIVED APR 11 2022 AWARDED			
Subtotal		\$4,900.00	
Sales Tax (7.0%)		\$0.00	
Total		\$4,900.00	

Bullock Hardwood Floors

95 Shine Bullock Rd.
Laurel, MS 39443
601-

Invoice

Submitted on 04/06/2022

Invoice for

Attn: Rebecca Acker
City of Hattiesburg Purchasing Dept.
Division Manager

Payable to

Bullock Hardwood Floors
95 Shine Bullock Rd.
Laurel, MS 39443

Project

Culture Center

Invoice #

22-0406-01

Due date

4/11/2022

Description**Total price**

Furnish material, labor, and equipment to clean, screen and apply two coats of oil base wood finish to the 2nd and 3rd floor including stairs at Culture Center.
estimated size 5,500 sq ft.



\$7,800.00

payment due upon receipt

Subtotal **\$7,800.00**

\$7,800.00



D&S Cleaning Services

Rebecca Acker
723 Main Street
Hattiesburg, MS 39401

(601) 545-4944
comcntr@hattiesburgms.com

CONTACT US
P.O. BOX 492
Picayune, MS 39466

(601) 914-2918
brian@dsccleanservices.com

ESTIMATE #21

TOTAL \$12,795.00

ESTIMATE

Services

Wood Floor Screening and Re-Coating
Cultural Center of Hattiesburg (5,500 sq/ft)
Delivery Date- Completed on or before April 29th, 2022. Can be scheduled between April 25-29th, 2022.
Price Expiration- April 15th, 2022. Our commercial refinishing supplies are special ordered and will take approximately (1) week to arrive for job. If you intend on utilizing our services please let us know as soon as possible.

Materials

Screen Material

10 boxes of (10) sanding screens

Basic Coating Commercial Finish
10 gallons of commercial finish

Services	qty	unit price	amount
Wood Floor Screening and Re-Coating Cultural Center of Hattiesburg (5,500 sq/ft) Delivery Date- Completed on or before April 29th, 2022. Can be scheduled between April 25-29th, 2022. Price Expiration- April 15th, 2022. Our commercial refinishing supplies are special ordered and will take approximately (1) week to arrive for job. If you intend on utilizing our services please let us know as soon as possible.	1.0	\$10,995.00	\$10,995.00
Materials	qty	unit price	amount
Screen Material 10 boxes of (10) sanding screens	1.0	\$800.00	\$800.00
Basic Coating Commercial Finish 10 gallons of commercial finish	1.0	\$1,000.00	\$1,000.00

Subtotal \$12,795.00

Total \$12,795.00

Thank you for being a valued customer with D&S Cleaning Services!

Business License# 1217402

Brian Fowler- Owner

D&S Cleaning Services LLC

601-914-2918



D&S Cleaning Services | 1217402

<http://dscleanservices.com>

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: April 4, 2022

TO: Brian W/ D&S CLEAN SERVICES

P.O. Box 492

Picayune, MS 39466

PHONE: (601) 914-2918

E-MAIL: brian@dscleanservices.com

<http://dscleanservices.com>

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL 601.545.4944 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Rebecca Acker

comcntr@hattiesburgms.com

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS**

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Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898**

or FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

or EMAILED TO TWO-QUOTE@HATTIESBURGMS.COM

or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
April 11, 2022**

**CONTACT PERSON(S): Rebecca Acker
Telephone Number 601.545.4944**



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

April 4, 2022

RE: Request Quote for the following hard wood floor finish

DEPT: Parks and Recreation /Cultural Affairs

REQUESTED DATES: April 11,2022

SPECIFICATIONS:

Vendor shall provide all material, labor and equipment to clean, screen and apply two coats of oil base wood finish to the 2nd and 3rd floor. Vendor will also clean, screen and apply coats to the stairs of the Cultural Center. The estimated size of the floor plan (2nd and 3rd floor) is 5,500 sq. ft. per specification.

Please contact us should you have any questions

Rebecca Acker, Division Manager
comentr@hattiesburgms.com
601.545.4944

Chris McGee, Director, Parks and Recreation
chmcgee@hattiesburgms.com
601.545.4624

CITY OF HATTIESBURG

CITY HALL

COVER SHEET

DATE: April 4, 2022

TO: Hollingsworth Hardwood Floors, Inc
13 Blessing Road
Hattiesburg, MS 39402

PHONE: (601) 261-3098

E-MAIL: jholli3098@att.net

PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES
MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL 601.545.4944 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

Rebecca Acker
comcntr@hattiesburgms.com

INTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

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Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898**

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or EMAILED TO (SLONDON@HATTIESBURGMS.COM)

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Your assistance with our bid process will be most appreciated.

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CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON
April 11, 2022**

**CONTACT PERSON(S): Rebecca Acker
Telephone Number 601.545.4944**



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Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

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REQUESTED DATES: April 11,2022

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Please contact us should you have any questions

Rebecca Acker, Division Manager
comcntr@hattiesburgms.com
601.545.4944

Chris McGee, Director, Parks and Recreation
chmcgee@hattiesburgms.com
601.545.4624

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227647

ITEM: PAINT/REPAIR INTERIOR OF CULTURAL CENTER

BID #1

WINNING BID

COMPANY ROOSEVELT JACKSON III

BID

AMOUNT \$7,878.00

BID #2

COMPANY WEBB PAINT & COMPANY

BID

AMOUNT \$8,875.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Vendor 3225
ROOSEVELT JACKSON III
905 MONTEREY LANE
HATTIESBURG, MS 39402

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00227647**
Purchase Order Date **04/21/2022**
Department **COMMUNITY CENTERS**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JACKSON39402@HOTMAIL.COM	3225	228073	Rebecca Acker	

NOTES

TWO QUOTE PAINT/REPAIR INTERIOR OF CULTURAL CENTER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIR AND PAINT WALLS IN THE LOBBY, HALLWAY ON 1ST FLOOR, REPAIR, PLASTER AND PAINT WALLS AND CEILING IN MAIN BALL ROOM, AND THIRD FLOOR. GL #: 077650 - 715014	1.0000	EACH	\$7,878.0000	\$7,878.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$7,878.00

Purchase Order Total \$7,878.00

Bid Memo

JOB #

JOB
City of Natick Cultural Center
ADDRESS
P.O. Box 1898
FIRM
Purchasing Division
ADDRESS
Painting
TYPE OF
WORK

BID #
Roosevelt Jackson III
DATE
4/18/22
PREPARED BY
905 Monterrey LA.
APPROVED BY
PHONE
601-550-0850

WORK INCLUDED

AMOUNT OF BID

Bid Cultural Center

① Repair Wall in Lobby
Hallway 1st floor

② Repair Wall & Ceiling Fixed
Plaster Wall IN Main Ball Room 2nd Floor

③ Repair Wall & Clean Ceiling

④ Paint two coat on Wall & Ceiling

Lobby & Main \$7,878⁰⁰

Roosevelt Jackson III
4/18/22

TOTAL BID \$7,878⁰⁰



ACKNOWLEDGMENT OF ADDENDA

DELIVERY

TAX

EXCLUDED

INCLUDED

RECEIVED BY

Proposal

James Webb 60146346
 Webb paint co.
 POB 231 POB 1 MS 39465
 City of Hattiesburg

PROPOSAL NO.
 01259
 BID NO.

DATE
 4-18-2022
 ARCHITECT

WORK TO BE PERFORMED
 Cultural Center

ADDRESS
 723 N. Main St

CITY/STATE
 H'burg, MS

DATE OF PLANT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

All pictures on walls to be removed by the City

Area below for additional description and/or drawings:

Scrape & Repair plaster thru-out on walls

Remove all water stains on ceilings - walls

per prior walls

Attempt to touch up ceilings on water stains

1st 2nd - 3rd Floor

1st Floor work performed in Hallway Areas only

LABOR - materials = 8875⁰⁰

Xtra - If ceilings do not touch up on water stains

will be extra 650⁰⁰ + repair ceilings that have water damage

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$

) with payments to be made as follows.

We warrant to the City of Hattiesburg that the above specifications, drawings and conditions will be executed and will conform to the City of Hattiesburg and will be executed and will conform to the City of Hattiesburg and will be executed and will conform to the City of Hattiesburg.

Respectfully submitted

For

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Signature

Date

Form 2450



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

April 11, 2022

RE: Request Quote to paint entire interior of Cultural Center

DEPT: Parks and Recreation /Cultural Affairs

REQUESTED DATES: April 18,2022

SPECIFICATIONS:

Vendor shall provide all material, labor and equipment to clean, scrape, plaster where needed and paint entire interior walls of 1st, 2nd and 3rd level of the Cultural Center. Vendor will also remove water damage on walls and ceilings. Vendor will secure floors to maintain the Cultural Center to its original state. You may contact the number below should you have any questions.

Please contact us should you have any questions

Rebecca Acker, Division Manager
comentr@hattiesburgms.com
601.545.4944

Chris McGee, Director, Parks and Recreation
chmcgee@hattiesburgms.com
601.545.4624

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 227650

ITEM: PAINT/REPAIR EXTERIOR OF CULTURAL CENTER

BID #1

WINNING BID

COMPANY MSP ENTERPRISES LLC

BID

AMOUNT \$19,415.00

BID #2

COMPANY B.W. SULLIVAN BUILDING CONTRACTOR INC

BID

AMOUNT \$36,800.00

BID #3

COMPANY _____

BID

AMOUNT _____

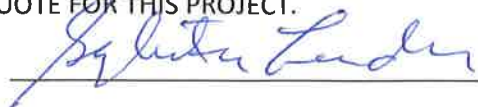
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1004
220 West Front St
2nd Floor Jackie Dole Building
Hattiesburg, MS 39401

Vendor 3718
MSP ENTERPRISES, LLC
683 R V LINDLEY ROAD
MOSELLE, MS 39459

Purchase Order

Fiscal Year 2022

Page 1 of 1

Purchase Order Number **00227650**

Purchase Order Date **04/21/2022**

Department **COMMUNITY CENTERS**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	<u>MSP.ENT@AOL.COM</u>	3718	228076	Rebecca Acker	

NOTES

TWO QUOTE PAINT/REPAIR EXTERIOR OF CULTURAL CENTER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LABOR AND MATERIAL TO PAINT AND REPLACE FACIAL BOARDS, REPAIR SCREENS, CLEAN AND ATTACH GUTTERS, REPLACE CARPET IN ELEVATOR, REMOVE ALL DEBRIS PER SPECIFICATION. GL #: 077650 - 715014	1.0000	EACH	\$19,415.0000	\$19,415.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price **\$19,415.00**

Purchase Order Total **\$19,415.00**



Commercial and Residential Building and Remodeling

683 R.V. Lindley Road Moselle, MS 39459 COR #23400-MC CELL 601-270-3702

Facebook: MSP Enterprises, LLC Website: MSPEnterprises.biz

Email: msp.ent@aol.com

City of Hattiesburg
PO Box 1898
Hattiesburg, MS

April 13, 2022

RE: Cultural Affairs Building/Center

WORK PROPOSAL

** DENOTES DISCLAIMERS

DESCRIPTION OF WORK	PRICE
Labor and material to paint as directed in scope of work, as well as replacement of screens, soffit material, and fascia board as needed per scope of work. Remove and replace carpet in elevator with glue- down, commercial carpet squares. Re-attach gutter in areas where it has come loose. Clean out gutters as directed by scope of work.	\$19,415



****SEE ALL DISCLAIMERS BELOW FOR THIS PROJECT**

****See Scope of work attached as Exhibit A**

****Work to commence within two weeks of notice to proceed.**

*****Work to be completed 2-3 weeks from notice to proceed.***

*****Bid is good for 30 days from date of bid.***

Respectfully Submitted,

A rectangular box containing a handwritten signature in dark ink. The signature appears to be "Michael Patterson" written in a cursive, flowing style.

Michael Patterson
MSP Enterprises

EXHIBIT A



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

Memorandum

RE: Vendor will furnish all labor, materials, and equipment to complete the proposed work.

DEPT: Parks and Recreation Cultural Affairs/ Cultural Center

REQUESTED DATE: April 14, 2022

SPECIFICATIONS:

Remove and dispose of existing damaged / rotted wood -400 sq. ft.

Furnish and install new wood- app. 400sq. ft

Remove and dispose of existing damaged/ rotted facial boards

Furnish and install new facial boards

Remove and replace damaged screens in four locations

Clean out all existing gutters-app.300"

Attach gutters to building where required

Clean and pressure wash entire facial boards

Furnish and install new paint at newly replaced wood and existing entire facial

Clean and remove all debris

Clean and paint pair of doors and frames at lower entry on West side of building

Clean and stain pair of doors, frames, transom at lower entry on East side of building.

Remove and dispose of carpet in elevator

Furnish and install new carpet in the elevator.

This quote should include all cost and labor.

Rebecca Acker

Division Manager, Cultural Affairs

(OFFICE) 601.545. 4944 (CELL.) 601.297.8904

London, Sylvester

From: Acker, Rebecca
Sent: Thursday, April 07, 2022 11:43 AM
To: London, Sylvester
Subject: FW: QUOTE - Hattiesburg Cultural Center

Please see Mr. Humphrey bid below

From: Jones, Ann
Sent: Thursday, April 07, 2022 8:49 AM
To: Acker, Rebecca <comcntr@hattiesburgms.com>
Subject: FW: QUOTE - Hattiesburg Cultural Center

From: Scott Humphrey <scott@bwsullivan.com>
Sent: Wednesday, April 6, 2022 1:41 PM
To: Jones, Ann <annjones@hattiesburgms.com>
Subject: Fw: QUOTE - Hattiesburg Cultural Center

Ann,

I attempted to send this quote to Rebecca but the email come back as BLOCKED. I do not have her phone number.

Would you please forward to her for me?

Thanks,

Scott Humphrey

Estimator/Project Manager

B.W. Sullivan Building Contractor, Inc.

4451 Highway 49

Hattiesburg, Mississippi 39401

P: (601) 582-2933

F: (601) 582-2049

C: (601) 307-7771

Email: scott@bwsullivan.com

"Live simply. Love generously. Care deeply. Speak kindly. Leave the rest to God...
1 cross + 3 nails = 4 given"

----- Forwarded Message -----

From: Scott Humphrey <scott@bwsullivan.com>

To: "comcentr@hattiesburgms.com" <comcentr@hattiesburgms.com>

Sent: Wednesday, April 6, 2022, 01:38:29 PM CDT

Subject: QUOTE - Hattiesburg Cultural Center

Rebecca,

We are pleased to provide you with the following quotes to furnish all labor, materials, equipment and supervision to complete the proposed work at the Hattiesburg Cultural Center as per the Scopes of Work below:

BASE BID:

Scope of Work:

- Remove and dispose of app. 400 sf of existing damaged/rotted 1 x 4 V groove at soffit.
- Furnish and install app. 400 sf of new 1 x 4 V groove at soffit.
- Remove and dispose of app. 80' of existing damaged/rotted fascia board.
- Furnish and install app. 80' of new fascia board.
- Remove and replace damaged screens at four locations.
- Clean out all existing gutters - app. 300'.
- Anchor gutters to building where/as required.
- Clean and pressure wash entire fascia/soffit.
- Furnish and install new paint at newly replaced wood and existing. Paint entire fascia/soffit.
- Clean up.

PRICE: \$32,900.00

ALTERNATE BID:

Scope of Work:

- Clean/paint pair of doors and frame at lower entry on West side of building.
- Clean/stain pair of doors and frame at upper entry on West side of building.
- Clean/stain pair of doors/frame/transom at lower entry on East side of building.
- Remove/dispose of existing carpet in elevator.
- Furnish/install new carpet in elevator.

PRICE: \$3,900.00

We appreciate the opportunity to provide you with a quote for this project. Please let me know if you have any questions.

Sincerely,

Scott Humphrey
Estimator/Project Manager

B.W. Sullivan Building Contractor, Inc.
4451 Highway 49
Hattiesburg, Mississippi 39401
P: (601) 582-2933
F: (601) 582-2049
C: (601) 307-7771
Email: scott@bwsullivan.com

"Live simply. Love generously. Care deeply. Speak kindly. Leave the rest to God...
1 cross + 3 nails = 4 given"



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, May 3, 2022
Re: Acknowledge the fiscal year 2021 audit of The Library of Hattiesburg Petal and Forrest County.
File Number: 2022-295
Minute Book #

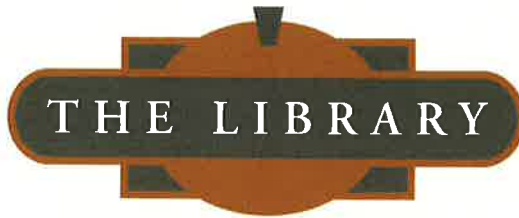
Summary

Acknowledge the fiscal year 2021 audit of The Library of Hattiesburg Petal and Forrest County.

Recommendation Statement

I recommend this item be placed on the council agenda for consideration.

Please place this on the May 3, 2022 City Council meeting for consideration.



HATTIESBURG • PETAL • FORREST COUNTY

MEMO

To: City of Hattiesburg, Mayor's Office
Subject: Library of Hattiesburg Petal & Forrest County
Audit of Financial Statements for Fiscal Year 2020/2021
Date: April 05, 2022

Please find enclosed a copy of the audit of financial statements of The Library of Hattiesburg Petal and Forrest County for the fiscal year that ended September 30, 2021.

This audit was presented to the Library Board of Trustees on March 25, 2022 and approved for filing with your agency.

Thank you.

**Library of Hattiesburg, Petal, and Forrest County
Financial Report
With Additional Information
For the Year Ended September 30, 2021**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

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HERZOG CPA COMPANY, PLLC

Angela T. Herzog, CPA

12 98 Place Boulevard • P.O. Box 17986 • Hattiesburg, Mississippi 39404

Phone 601-271-8860 • Fax 601-271-8921

145 Republic Street • Suite 211 • Madison, Mississippi 39110

INDEPENDENT AUDITORS' REPORT

Members of the Library Board
The Library of Hattiesburg, Petal, and Forrest County
Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying basic financial statements of The Library of Hattiesburg, Petal and Forrest County, for the year ended September 30, 2021, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management; as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of The Library of Hattiesburg, Petal and Forrest County, as of September 30, 2021, and the respective changes in financial position and cash flows for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of the Library's Proportionate Share of the Net Pension Liability, the Schedule of the Library's Contributions-PERS, the Schedule of the Library's Proportionate Share of the Net OPEB Liability, the Schedule of the Library's Contributions-OPEB, the Budgetary Comparison Schedule and corresponding notes be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Library has omitted Management's Discussion and Analysis, that accounting principles generally accepted in the United States of America required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2022, on our consideration of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Herzog CPA Company, PLLC

HERZOG CPA COMPANY, PLLC

Hattiesburg, Mississippi

March 24, 2022

**THE LIBRARY OF HATTIESBURG, PETAL,
AND FORREST COUNTY
FINANCIAL STATEMENTS**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Net Position
September 30, 2021

Assets	
Cash and cash equivalents	\$ 3,226,863
Property tax receivables	22,884
Prepaid assets	49,936
Total Current Assets	<u>3,299,683</u>
Fixed assets, net of accumulated depreciation	<u>1,443,156</u>
Total Assets	<u>4,742,839</u>
Deferred Outflows of Resources	
Deferred outflows-pension	141,239
Deferred outflows-OPEB	24,324
Total Deferred Outflows of Resources	<u>165,563</u>
Total Assets and Deferred Outflows of Resources	<u>4,908,402</u>
Liabilities	
Current Liabilities	
Accounts payable and accrued liabilities	36,340
Current portion of OPEB liability	3,155
Total Current Liabilities	<u>39,495</u>
Long-term liabilities	
Due in more than one year	
Accrued compensated absences	42,358
Net pension liability	1,458,534
Long-term portion of OPEB liability	75,366
Total Long-term Liabilities	<u>1,576,258</u>
Total Liabilities	<u>1,615,753</u>
Deferred Inflows of Resources	
Deferred inflows-pension	313,152
Deferred inflows-OPEB	65,466
Total Deferred Inflows of Resources	<u>378,618</u>
Total Liabilities and Deferred Inflows of Resources	<u>1,994,371</u>
Net Position	
Net investment in capital assets	1,443,156
Restricted for unemployment insurance	5,000
Unrestricted	1,465,875
Total Net Position	<u>2,914,031</u>
Total Liabilities, Deferred Inflows of Resources, and Net Position	<u>\$ 4,908,402</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2021

Revenue		
Property taxes	\$	1,853,484
Intergovernmental		160,997
Interest on investments		46,129
Contributions and donations		8,338
Library fines and fees		50,212
Other miscellaneous		1,931
Total Revenue		<u>2,121,091</u>
Expenses		
Salaries and fringe benefits		709,799
Supplies		28,133
Professional and contractual services		24,526
Conferences, workshops, and travel		2,472
Insurance and bonds		54,777
Utilities		107,641
Repair and maintenance		211,895
Depreciation		386,079
Total Expenses		<u>1,525,322</u>
Other Expense		
Loss on Disposal of Assets		<u>146</u>
Change in Net Position		595,623
Net Position-Beginning of Year		<u>2,318,408</u>
Net Position-End of Year	\$	<u><u>2,914,031</u></u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2021

Function/Program	Expenses	Program Revenue		Net (Expenses)
		Charges for	Operating	Revenue and
		Services	Grants	Changes in Net
				Position-
				Governmental
				Activities
	\$ (1,525,468)	\$ 50,212	\$ 160,997	\$ (1,314,259)
Governmental activities-				
Library services/operations				
General revenue				
Property taxes				1,853,484
Interest on investments				46,129
Contributions and donations				8,338
Other miscellaneous				1,931
Total General Revenue				1,909,882
Change in Net Position				595,623
Net Position-Beginning of Year				2,318,408
Net Position-End of Year				\$ 2,914,031

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Balance Sheet
September 30, 2021

Assets	
Cash and cash equivalents	\$ 3,226,863
Receivables	22,884
Prepaid assets	49,936
Total Assets	<u>\$ 3,299,683</u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable and accrued liabilities	<u>\$ 36,340</u>
Fund Balance	
Nonspendable:	
Prepaid assets	49,936
Restricted for:	
Unemployment insurance	5,000
Unassigned	3,208,407
Total fund balance	<u>3,263,343</u>
Total Liabilities and Fund Balance	<u>\$ 3,299,683</u>
Total Fund Balance-modified Accrual Basis	\$ 3,263,343
Amounts reported in the statement of net position are different because:	
Capital assets are not financial resources, and are not reported in the funds.	1,443,156
Compensated absences are included as a liability	(42,358)
Deferred outflows of resources related to pension reported in governmental activities is not a financial resource, and therefore, is not reported in the funds.	141,239
Deferred outflows of resources related to OPEB reported in governmental activities is not a financial resource, and therefore, is not reported in the funds.	24,324
Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.	(1,537,055)
Deferred inflows of resources related to pension are not due and payable in the current period, and therefore, are not reported in the funds.	(313,152)
Deferred inflows of resources related to OPEB are not due and payable in the current period, and therefore, are not reported in the funds.	<u>(65,466)</u>
Net Position of General Fund-full Accrual Basis	<u>\$ 2,914,031</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2021

Revenue	
Property taxes	\$ 1,853,484
Intergovernmental	160,997
Interest on investments	46,129
Contributions and donations	8,338
Library fines and fees	50,212
Other miscellaneous	1,931
Total revenue	<u>2,121,091</u>
Expenditures	
Salaries and fringe benefits	952,610
Supplies	28,133
Library books and materials	291,228
Professional and contractual services	24,526
Conferences, workshops, and travel	2,472
Insurance and bonds	54,777
Utilities	107,641
Repair and maintenance	444,633
Total expenditures	<u>1,906,020</u>
Excess of revenue over expenditures	215,071
Fund balance - Beginning of year	<u>3,048,272</u>
Fund balance - End of year	<u>\$ 3,263,343</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Reconciliation of the Statement of Revenue, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Year Ended September 30, 2021

Net change in fund balances-modified accrual basis	\$ 215,071
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Amounts reported in the statement of activities are different because:

Capital outlays are reported as expenditures in the Statement of Revenue, Expenditures, and Changes in Fund Balance; in the Statement of Activities, these costs are allocated over their estimated useful lives as depreciation:

Loss on disposal	(146)
Fixed asset purchases	523,429
Depreciation	(386,079)

Decrease in the accrual for long-term compensated absences	537
Decrease in other post employee benefits payable	<u>242,811</u>

Change in net position of general fund-full accrual basis	<u><u>\$ 595,623</u></u>
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See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 1 – Summary of Significant Accounting Policies

The Library of Hattiesburg, Petal, and Forrest County (The Library), is a City/County Library which provides library services to the citizens of the City of Hattiesburg, the City of Petal, and Forrest County. The Library is completely dependent upon these municipalities and the County as they jointly provide The Library's operating funds (property taxes), facilities, land, equipment, furniture and fixtures. However, the Library is not a component unit of any of the participating governments.

The accounting policies of The Library conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

In June 1999, the GASB issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. Certain of the significant changes in the Statement include the following:

- A Management's Discussion and Analysis (MD&A) section providing an analysis of the Library's overall financial position and results of operations
- Financial statements prepared using full accrual accounting for all of the Library's activities
- A change in the fund financial statements to focus on the major funds

These and other changes are reflected in the accompanying financial statements including notes to financial statements.

Reporting Entity

The Library was established as a special-purpose government under Mississippi Code Sections 39-3-1. It is a jointly governed entity (joint venture), as allowed by Mississippi Code Section 39-3-9, governed by the City of Hattiesburg, the City of Petal, and Forrest County. The Library's board of trustees is appointed by the City of Hattiesburg (6), the City of Petal (3), and Forrest County (6). The Library is not a taxable entity and does not file an income tax return.

The Library is primarily funded through a tax levy, fines and fees, and charitable donations. Revenue is used to operate and staff the Library. The accompanying general purpose financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. Based on the significance of any operational or financial relationships with the Library, there are no component units to be included in these financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Library's basic financial statements include both government-wide (reporting the Library as a whole) and fund financial statements (reporting the Library's major fund).

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of Net Position and the statement of activities) are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 1 – Summary of Significant Accounting Policies (continued)

The Statement of Net Position includes and recognizes all long-term assets and receivables as well as long-term debt and obligations. The Library's Net Position are reported in three parts – invested in capital assets, net of related debt; restricted Net Position; and unrestricted Net Position.

The Statement of Activities demonstrates the degree to which the direct expense of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes (1) charges to library patrons who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meet the operational or capital requirements of a particular function or segment. Taxes and other items are not properly included among program revenues, and are reported instead as general revenue.

Equity Classifications

Government-wide Financial Statements:

Equity is classified as Net Position and displayed in three components:

Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvements of those assets.

Restricted Net Position – Consists of Net Position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted Net Position – All other Net Position not meeting the definition of “restricted” or “net investment in capital assets.”

Fund Financial Statements

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized in the accounting period when the related fund liabilities are incurred. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recognized only when payment is due. Property taxes, state appropriations, and federal awards are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

The Library reports the following major Governmental Fund:

General Fund – This fund is used to account for all activities of the general government for which a separate fund has not been established.

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 1 – Summary of Significant Accounting Policies (continued)

Fund Financial Statements (continued)

Government fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. The following are descriptions of fund classifications used by the Library:

Nonspendable fund balance includes amounts that cannot be spent. This includes amounts that are either not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivables, or property held for resale unless the proceeds from the collection of those receivables or the sale of those properties are restricted, committed or assigned) or amounts that are legally or contractually required from to be maintained intact, such as a principal balance of a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the Library's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned or unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the Library's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Financial Statement Amounts

Bank Deposits and Investments – The Library has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

Property Taxes Receivable – Property taxes receivable represents property taxes already levied and collected by members of the joint venture, or to be collected and remitted within 60 days after the balance sheet date.

Capital Assets – Capital assets are defined by the Library as assets with an initial cost of more than \$500 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost. Donated assets are recorded at estimated fair market value at the date of donation. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Furniture and equipment	5 years
Library books and materials	5 years
Leasehold Improvements	10 years

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 1 – Summary of Significant Accounting Policies (continued)

Financial Statement Amounts (continued)

Deferred Outflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Library has incurred deferred outflows that are related to pension reporting and other post-employment benefits reporting. See Notes 5 and 6 for additional details.

Compensated Absences (Vacation and Sick Leave) – It is the Library's policy to permit employees to accumulate earned but unused sick and vacation pay benefits. There is no liability for unpaid accumulated sick leave since the Library does not have a policy to pay any amounts when employees separate from service with the Library. All vacation pay is accrued when incurred in the government-wide financial statements.

Deferred Inflows of Resources – In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The deferred inflows are related to pension reporting and other post-employment benefits reporting. See Notes 5 and 6 for additional information.

Pensions – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Postemployment Benefits Other than Pensions (OPEB) - For the purposes of measuring the net OPEB liability, deferred outflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the State and School Employees' Life and Health Plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position has been determined on the same basis as they are reported by the OPEB Plan. Fiduciary net position was zero as the measurement date June 30, 2018. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

Fund Equity – In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. These amounts include fund balance designated for unemployment insurance by the board. Designation of fund balance represents tentative management plans that are subject to change.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Deposits and Investments

In accordance with state statutes, the Library maintains deposits within approved limits at those depositories authorized by the board of trustees. State statutes require that all of the Library's deposits be protected by insurance or collateral. The market value of the collateral pledged must equal 105 percent of the deposits not covered by insurance. The Library's deposits were fully collateralized as of September 30, 2021.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 3 – General Fixed Assets

A summary of changes in general fixed assets is as follows:

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Furniture and equipment	\$ 987,329	\$ 160	\$ (5,825)	\$ 981,664
Library books and materials	5,886,514	291,228	-	6,177,742
Leasehold Improvements	1,822,829	232,041	-	2,054,870
Total	8,696,672	523,429	(5,825)	9,214,276
Accumulated depreciation	(7,390,720)	(386,079)	5,679	(7,771,120)
Net book value	<u>\$ 1,305,952</u>	<u>\$ 137,350</u>	<u>\$ (146)</u>	<u>\$ 1,443,156</u>

Note 4– Long-term Debt

Outstanding Debt

A summary of the debt outstanding of the Library at September 30, 2021, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Other long-term liabilities				
Compensated absences	<u>\$ 42,895</u>	<u>\$ -</u>	<u>\$ (537)</u>	<u>\$ 42,358</u>

The compensated absences represent the estimated liability to be paid to employees under the Library's vacation pay policy. Under the Library's policy, employees earn vacation time based on time of service with the Library.

Note 5 – Pension Plan Obligations

General Information about the Pension Plan

Plan Description

The Library is a member of the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple employer defined benefit pension plan as defined in GASB Statement Number 68, Accounting and Financial Reporting for Pensions. Membership in PERS is a condition of employment and is granted upon hiring for qualifying employees of the Library. Code Section 25-11-15, Mississippi Code Ann. (1972) grants the authority for general administration and proper operation of PERS to the PERS Board of Trustees (PERS Board). PERS issues a publicly available Comprehensive Annual Financial Report that can be obtained at www.pers.ms.gov.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 5 – Pension Plan Obligations (continued)

Benefits Provided

For the cost-sharing plan, participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011), are entitled upon application, to annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight (8) years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. In the event of death prior to retirement of any member whose spouse and/or children are not entitled to a retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary. Benefit provisions are established by Section 25-11-1 et seq., Mississippi Code Ann. (1972) and may be amended only by the State Legislature.

A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.00% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.00% compounded for each fiscal year thereafter.

Contributions

Per Chapter 11 of Title 25, Mississippi Code Ann. (1972), contribution requirements of plan members and their employers are established and may be amended only by the PERS Board. The adequacy of the rates is assessed annually by actuarial valuation. For the years ended September 30, 2021, member employees were required to contribute 9.00% of their annual pay, while the Library's required contribution rate was 17.40% of annual covered payroll. The Library's employer contributions to PERS for the year ended September 30, 2021 were \$112,830 (employer share). The contributions for the year met the required contributions.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 5— Pension Plan Obligations (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2021, The Library reported a liability of \$1,458,534 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Library's proportion of the net pension liability was based on employer contributions to PERS for the plan's fiscal year ended June 30, 2021, relative to the total employer contributions of participating employers to PERS. At September 30, 2021, the Library's proportion was .009868%. This was a decrease of .000618% from its proportionate share used to calculate the September 30, 2020, net pension liability, which was based on a measurement date of June 30, 2020.

For the year ended September 30, 2021, The Library, recognized pension expense of \$147,834. At September 30, 2021, The Library reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 25,068	\$ -
Net difference between projected and actual earnings on pension plan investments	-	285,059
Changes in assumptions	88,257	-
Changes in the proportion and differences between the Library's contributions and proportionate share of contributions	-	28,093
Contributions subsequent to the measurement date	27,914	-
	<u>\$ 141,239</u>	<u>\$ 313,152</u>

At September 30, 2021, The Library reported \$27,914 as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30	Amount
2022	\$ (31,414)
2023	(31,341)
2024	(42,851)
2025	(94,221)
	<u>\$ (199,827)</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 5 – Pension Plan Obligations (continued)

Actuarial Assumptions

The total pension liability used in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	2.40%
Salary increases	2.65%-17.90%, average, including inflation
Investment rate of return	7.55%, net of pension plan investment expense, including inflation

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used for the purposes of determining the TPL were based on the results of an actuarial experience study for the period from July 1, 2016 to June 30, 2020. The experience report is dated April 20, 2021.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation Percentage	Long-term Expected Real Rate of Return
Domestic equity	27.00 %	4.60 %
International equity	22.00	4.50
Global equity	12.00	4.80
Fixed income	20.00	(0.25)
Real estate	10.00	3.75
Private equity	8.00	6.00
Cash equivalents	1.00	(1.00)
	<u>100.00 %</u>	

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 5 – Pension Plan Obligations (continued)

Actuarial Assumptions (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.55%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate (9.00%) and that participating employer contributions will be made at the current employer contribution rate (17.40%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of The Library's proportionate share of the net pension liability to changes in the discount rate

The Library's proportionate share of the net pension liability has been calculated using a discount rate of 7.55%. The following presents The Library's proportionate share of the net pension liability calculated using a discount rate 1% higher and 1% lower than the current rate.

	1% Decrease (6.55%)	Current Discount Rate (7.55%)	1% Increase (8.55%)
Proportionate share of the net pension liability	\$ 2,065,625	\$ 1,458,534	\$ 958,242

Pension Plan Fiduciary Net Position

Detailed information about the pension's fiduciary net position is available in the separately issued PERS financial report.

Payable to the Pension Plan

At September 30, 2021, The Library has no amounts payable for outstanding contributions to the pension plan required for the year ended September 30, 2021.

Note 6 – Other Postemployment Benefits (OPEB)

General Information about the OPEB Plan.

Plan Description

State law mandates that all state, public education, library, junior and community college and retiring employees be offered health and life benefit coverage through the State and School Employees' Life and Health Insurance Plan (the Plan). The Plan was established by Section 25-15-3 et seq., Mississippi Code Ann. (1972), which may be amended only by the State Legislature. The State and School Employees' Health Insurance Management Board (the Board) administers the Plan. The Board has sole legal authority to promulgate rules and regulations governing the operations of the Plan within the confines of the law governing the Plan.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 6 – Other Postemployment Benefits (OPEB) (continued)

General Information about the OPEB Plan. (continued)

The Plan is self-insured and is financed through premiums collected from employers, employees, retirees and COBRA participants. The Plan provides for Other Postemployment Benefits (OPEB) as a multiple-employer defined benefit OPEB plan. The Plan issues a publicly available financial report that can be obtained at <http://knowyourbenefits.dfa.ms.gov/>.

Benefits Provided

The Plan was formed by the State Legislature to provide group health and life benefits to full-time active and retired employees of the State, agencies, universities, community/junior colleges, public school district and public libraries. In addition, the spouse and/or children of covered employees and retirees, as well as surviving spouses and COBRA participants, may be eligible for health insurance coverage under the Plan. Benefits of the OPEB Plan consist of an implicit rate subsidy, which is essentially the difference between the average cost of providing health care benefits to retirees under age 65 and the average cost of providing health care benefits to all participants when premiums paid by retirees are not age adjusted. Employees' premiums are funded primarily by their employers. Retirees must pay their own premiums, as do active employees for spouse and dependent medical coverage. The Board has the sole authority for setting life and health insurance premiums for the Plan. Per Section 12-15-15 (10) Mississippi Code Ann. (1972), a retired employee electing to purchase retiree life and health insurance must pay the full cost of such insurance premium. If the Board determined actuarially that the premium paid by the participating retirees adversely affects the overall cost of the Plan to the State, then the Board may impose a premium surcharge, not to exceed 15%, upon such participating retired employees who are under the age for Medicare eligibility and who are initially employed before January 1, 2006. For participating retired employees who are under the age for Medicare eligibility and who are initially employed on or after January 1, 2006, the Board may impose a premium surcharge in an amount the Board determined actuarially to cover the full cost of insurance. The Plan offers a Base option and a Select option for health for benefits for non-Medicare participants. The Plan includes a separate coverage level for Medicare eligible retirees, Medicare eligible retirees, Medicare eligible surviving spouses, and Medicare eligible dependents of retirees and surviving spouses.

Contributions

The Board has the sole authority for setting life and health insurance premiums for the Plan. The required premiums vary based on the plan selected and the type of participant. Employers pay no premiums for retirees while employees' premiums are funded primarily by their employer. Contributions to the OPEB plan from the Library were \$5,519 for the year ended June 30, 2021.

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB

At June 30, 2021, the Library reported a liability of \$78,521 for its proportionate share of the net OPEB liability. The net OPEB was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as that date. The basis for the Library's proportion is determined by comparing the employer's average monthly employees participating in the Plan with the total average employees participating in the Plan in the fiscal year of all employers. The allocation was utilized because the level of premiums contributed by each employer is the same for any employee regardless of plan participation elections made by the employee. At the measurement date of June 30, 2021, the Library's proportion was .01219879%. This was a decrease of .0055856% from the proportionate share as of the measurement date of June 30, 2020.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 6 – Other Postemployment Benefits (OPEB) (continued)

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB (continued)

For the year ended September 30, 2021, the Library recognized OPEB expense of \$9,450. At September 30, 2021, the Library reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 85	\$ 24,553
Net difference between projected and actual investment earnings on OPEB Plan Investments	4	
Changes in assumptions	12,717	2,656
Changes in the proportion and differences between the Library's contributions and proportionate share of contributions	8,363	38,257
Library contributions subsequent to the measurement date	3,155	-
Total	<u>\$ 24,324</u>	<u>\$ 65,466</u>

\$3,155 reported as deferred outflows of resources related to OPEB resulting from Library contributions subsequent to the measurement date will be recognized as a deduction to the net OPEB liability in the year ended September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
2022	\$ (8,560)
2023	(8,578)
2024	(8,364)
2025	(9,882)
2026	(8,913)
	<u>\$ (44,297)</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 6 – Other Postemployment Benefits (OPEB) (continued)

Actuarial Assumptions

The total OPEB liability in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.40 percent
Salary increases, including wage inflation	2.65-17.90 percent, including wage inflation
Municipal Bond Index Rate	
Measurement Date	2.13 percent
Prior Measurement Date	2.19 percent
Year FNP is projected to be depleted	
Measurement Date	2021
Prior Measurement Date	2020
Single Equivalent Interest Rate, net of OPEB plan investment expense, including price inflation	
Measurement Date	2.13 percent
Prior Measurement Date	2.19 percent
Health Care Cost Trends	
Medicare Supplement Claims	6.50 percent for 2022 decreasing to an
Pre-Medicare	ultimate rate of 4.50 percent by 2030

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The demographic actuarial assumptions used in the June 30, 2021, valuation were based on the results of an actuarial experience study dated April 20, 2021.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 6 – Other Postemployment Benefits (OPEB) (continued)

Actuarial Assumptions (continued)

The remaining actuarial assumptions (e.g., initial per capita costs, health care cost trends, rate of plan participation, rate of plan election, etc.) used in the June 30, 2021 valuation were based on a review of recent plan experience done concurrently with the June 30, 2021 valuation.

The long-term investment rate of return on OPEB plan investments is 4.50%.

Discount Rate

The discount rate used to measure the total OPEB liability at June 30, 2020 was 2.13%. Since the Prior Measurement Date, the Discount Rate has changed from 2.19% to 2.13%.

The trust was established on June 28, 2018 with an initial contribution of \$1,000,000. As of June 30, 2021, the trust has \$1,044,424. The fiduciary net position is projected to be depleted immediately. Therefore, the Municipal Bond Index Rate is used in the determination of the discount rate for both the June 30, 2020 and the June 30, 2021, total OPEB liability. The discount rate used to measure the total OPEB liability at June 30, 2021 was based on a monthly average of the Bond Buyers General Obligation 20-year Municipal Bond Index Rate.

Sensitivity of the Library's proportionate share of the net OPEB liability to changes in the discount rate.

The following presents the Library's proportionate share of the net OPEB liability, as well as what the Library's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.13 percent) or 1-percentage-point higher (3.13 percent) than the current discount rate:

	1% Decrease (1.13%)	Discount Rate (2.13%)	1% Increase (3.13%)
Net OPEB liability	\$ 86,912	\$ 78,521	\$ 71,367

Sensitivity of the Library's proportionate share of the net OPEB liability to changes in the healthcare cost trend rates.

The following presents the Library's proportionate share of the net OPEB liability, as well as what the Library's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rates Current	1% Increase
Net OPEB liability	\$ 72,731	\$ 78,521	\$ 85,074

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 6 – Other Postemployment Benefits (OPEB) (continued)

OPEB Plan Fiduciary Net Position

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in a separately issued report that can be found at <http://knowyourbenefits.dfa.ms.gov/>.

Note 7 – Risk Management

The Library is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

The Library is exposed to risk of loss related to unemployment benefits paid to its employees. The Library pays premiums to a public entity risk pool (Mississippi Employment Security Commission Trust Fund) for future unemployment claims. The participation agreement provides that the pool will be self-sustaining through member premiums, and the risk of loss is shared among participating members. The Library's contribution rate to the pool has been set at the lowest rate during the last three years due to their low unemployment rate. Settled claims have not exceeded required contributions in any of the three preceding years.

Note 8 – Grants Received from Mississippi Library Commission

The following grants were received from the Mississippi Library Commission and included in intergovernmental revenue for the year ended September 30, 2021:

<u>Program</u>	<u>Contract Number</u>	<u>Amount</u>
CARES COVID-19 Supplies	CASUP21-43-0	\$ 7,015
Total Federal		<u>7,015</u>
Life Insurance	SL21-361-43-0	777
Life Insurance	SL22-361-43-0	134
Health Insurance	SH21-360-43-0	61,679
Health Insurance	SH22-360-43-0	11,281
Personnel Incentive	SP21-362-43-0	58,433
Personnel Incentive	SP22-362-43-0	19,478
Total State		<u>151,782</u>
Grand Total		<u>\$ 158,797</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2021

Note 9 – Effect of Deferred Amount on Net Position

The governmental activities' unrestricted net position amount of \$1,465,875 includes the effect of deferred inflows/outflows of resources related to pensions and OPEB. A portion of the deferred outflow of resources related to pension in the amount of \$27,914 and OPEB in the amount of \$3,155 resulting from Library contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability and OPEB liability in the year ended September 30, 2021. The \$113,325 balance of the deferred outflow of resources related to pensions at September 30, 2021, will be recognized in pension expense over the next four years. The \$21,169 balance of deferred outflow of resources related to OPEB at September 30, 2021 will be recognized in expense over the next five years. The \$313,152 balance of the deferred inflow of resources related to pension at September 30, 2021, will be recognized in pension expense over the next four years. The \$65,466 balance of deferred inflow of resources related to OPEB will be recognized in expense over the next five years.

Note 10 – Subsequent Events

Events that occur after the Statements of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statements of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statements of Net Position date require disclosure in the accompanying notes. Management of The Library evaluated the activity through March 24, 2022, and determined that the following subsequent event requires disclosure in the notes to the financial statements:

In December 2019, a novel strain of coronavirus was reported to have surfaced in China. The spread of this virus has continued to cause some business disruption through reduced revenue. While this disruption is currently expected to be temporary, there is considerable uncertainty around the duration. However, the related financial impact and duration cannot be reasonably estimated at this time.

REQUIRED SUPPLEMENTARY INFORMATION

THE LIBRARY OF HATTIESBURG, PETAL AND FORREST COUNTY
Budgetary Comparison Schedule - Unaudited
For the Year Ended September 30, 2021

	Originally Adopted Budget	Final Amended Budget	Actual Balances	Variance Favorable (Unfavorable)
Revenue				
Property taxes	\$ 1,800,568	\$ 1,800,568	\$ 1,887,864	\$ 87,296
Intergovernmental	164,835	164,835	168,013	3,178
Interest on investments	28,700	28,700	46,129	17,429
Contributions and donations	-	-	8,338	8,338
Library fines and fees	42,000	42,000	50,212	8,212
Other miscellaneous	-	-	1,931	1,931
Total Revenue	<u>2,036,103</u>	<u>2,036,103</u>	<u>2,162,487</u>	<u>126,384</u>
Expenditures				
Salaries and fringe benefits	1,090,625	1,090,625	948,762	141,863
Supplies	52,025	52,025	28,932	23,093
Library books and materials	297,000	297,000	294,497	2,503
Professional and contractual services	27,525	27,525	24,526	2,999
Conferences, workshops, and travel	7,900	7,900	2,472	5,428
Insurance and bonds	52,000	52,000	58,619	(6,619)
Utilities	183,800	183,800	107,641	76,159
Repair and maintenance	252,684	252,684	209,852	42,832
Capital outlay	72,544	72,544	224,803	(152,259)
Total Expenditures	<u>2,036,103</u>	<u>2,036,103</u>	<u>1,900,104</u>	<u>135,999</u>
Excess of Revenue Over Expenditures	-	-	262,383	262,383
Fund Balance - Beginning of Year	<u>1,920,601</u>	<u>1,920,601</u>	<u>3,623,376</u>	<u>1,702,775</u>
Fund Balance - End of Year	<u>\$ 1,920,601</u>	<u>\$ 1,920,601</u>	<u>\$ 3,885,759</u>	<u>\$ 1,965,158</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL AND FORREST COUNTY
Schedule of the Library's Proportionate
Share of the Net Pension Liability-Unaudited

Last 10 Years*

For the Year Ended September 30, 2021, 2020, 2019, 2018, 2017, 2016, 2015, and 2014

	2021	2020	2019	2018	2017	2016	2015	2014
Employer's proportion of the net pension liability (asset)	0.009868%	0.010486%	0.010586%	0.010%	0.010%	0.012%	0.011%	0.011%
Employer's proportionate share of the net pension liability (asset)	\$ 1,458,534	\$ 2,029,968	\$ 1,862,286	\$ 1,663,297	\$ 1,662,339	\$ 2,143,500	\$ 1,700,383	\$ 1,335,199
Employer's covered payroll	\$ 648,446	\$ 687,573	\$ 699,891	\$ 660,032	\$ 648,451	\$ 727,740	\$ 687,392	\$ 687,232
Employer's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	224.93%	295.24%	266.08%	252.00%	256.35%	294.54%	247.37%	194.29%
Plan fiduciary net position as a percentage of the total pension liability	70.44%	58.80%	61.59%	62.54%	61.49%	57.47%	61.70%	67.21%

Information above is presented as of the measurement date of June 30 of the fiscal year presented.

Information is not currently available for prior years; additional years will be displayed as they become available.

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement 68 was implemented in FYE 9/30/15, and, until a full 10-year trend is compiled, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Schedule of the Library's Contribution's-PERS-Unaudited

Last 10 Years*

For the Years Ended September 30, 2021, 2020, 2019, 2018, 2017, 2016, 2015, and 2014

	2021	2020	2019	2018	2017	2016	2015	2014
Contractually required contribution	\$ 112,830	\$ 119,638	\$ 113,183	\$ 103,955	\$ 102,131	\$ 114,619	\$ 108,264	\$ 108,239
Contributions in relation to the contractually required contributions	(112,830)	(119,638)	(113,183)	(103,955)	(102,131)	(114,619)	(108,264)	(108,239)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's covered payroll	\$ 648,446	\$ 687,573	\$ 699,891	\$ 660,032	\$ 648,451	\$ 727,740	\$ 687,392	\$ 687,232
Contributions as a percentage of covered payroll	17.40%	17.40%	16.17%	15.75%	15.75%	15.75%	15.75%	15.75%

Information above is presented as of the Library's fiscal year.

*This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB 68 was implemented in FYE 9/30/15, and, until a full 10-year trend is compiled, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Required Supplementary Information
Schedule of the Library's Proportionate
Share of the Net OPEB Liability-Unaudited
Last 10 Fiscal Years*
For the Years 2021, 2020, 2019, 2018 and 2017

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Library's proportion of the net OPEB liability	0.01219879%	0.01778439%	0.01758995%	0.01631343%	0.01627088%
Library's proportionate share of the net OPEB liability	\$ 78,521	\$ 138,400	\$ 149,258	\$ 126,193	\$ 127,663
Library's covered employee payroll	\$ 648,446	\$ 687,573	\$ 699,891	\$ 660,032	\$ 648,451
Library's proportionate share of the net OPEB liability as a percentage of its covered employee payroll	12.11%	20.13%	21.33%	19.12%	19.69%
Plan fiduciary net position as a percentage of the Total OPEB liability	0.16%	0.13%	0.12%	0.13%	0.00%

The notes to the required supplementary information are an integral part of this schedule.

*The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is complied, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Required Supplementary Information
Schedule of the Library's Contributions-OPEB-Unaudited
Last 10 Fiscal Years*
For the Years 2021, 2020, 2019, and 2018

	2021	2020	2019	2018
Actuarially determined contribution	\$ 3,155	\$ 5,519	\$ 5,983	\$ 5,457
Contributions in relation to the actuarially determined contribution	(3,155)	(5,519)	(5,983)	(5,457)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
Library's covered employee payroll	\$ 648,446	\$ 687,573	\$ 699,891	\$ 660,032
Contributions as a percentage of covered employee payroll	0.49%	0.80%	0.85%	0.83%

The notes to the required supplementary information are an integral part of this schedule.

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 75 was implemented in FYE 6/30/2018, and, until a full 10-year trend is compiled, the Library has only presented information for the years in which information is available.

See Notes to the Required Supplementary Information

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2021

A. Budgetary Information.

The Library's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Basis of Presentation.

The Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP) basis, and variances between the final budget and the actual amounts.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The following schedule reconciles the budgetary basis schedules to the GAAP basis financial statements:

	<u>Governmental Fund</u>
Budget (Cash Basis)	\$ 262,383
Increase (Decrease)	
Net adjustments for revenue accrual	(41,396)
Net adjustments for expenditure accruals	<u>(5,916)</u>
GAAP Basis	<u>\$ 215,071</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2021

D. Pension Schedules.

Changes of Assumptions.

2021

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
For females, 84% female rates up to age 72, 100% for ages above 76.
Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:
For males, 134% of male rates at all ages.
For females, 121% of female rates at all ages.
Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:
For males, 97% of male rates at all ages.
For females, 110% of female rates at all ages.
Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 2.75% to 2.40%.
- The wage inflation assumption was reduced from 3.00% to 2.65%.
- The investment rate of return assumption was changed from 7.75% to 7.55%.
- The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
- The percentage of active member deaths assumed to be in the line of duty was decreased from 6% to 4%.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2021

D. Pension Schedules. (continued)

Changes of Assumptions. (continued)

2019

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
For females, 85% of the female rates from 18 to 65 scaled up to 102% for ages 75 to 119.
Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
For males, 137% of male rates at all ages.
For females, 115% of female rates at all ages.
Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

2017

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

2016

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2021

D. Pension Schedules. (continued)

2015

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

Changes in Benefit Provisions.

2016

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each proceeding year with a minimum rate of 1% and a maximum rate of 5%.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2021

Method and assumptions used in calculations of actuarially determined contributions. The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2019 valuation for the June 30, 2021 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	28.8 years
Asset valuation method	5-year smoothed market
Price Inflation	2.75 percent
Salary increase	3.00 percent to 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

E. OPEB Schedules

(1) Changes of Assumptions

2017

The discount rate was changed from 3.01% for the prior Measurement Date to 3.56% for the Current Measurement Date.

2018

The discount rate was changed from 3.56% for the prior Measurement Date to 3.89% for the current Measurement Date.

2021

The SEIR was changed from 2.19% for the prior Measurement Date to 2.13% to the current Measurement Date.

(2) Changes to Benefit Terms.

2021

The schedule of monthly retiree contributions was increased as of January 1, 2022. In addition, the in-network medical deductible was increased for the select coverage beginning January 1, 2022.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information-Unaudited
For the Year Ended September 30, 2021

E. OPEB Schedules - continued

(3) Methods and assumptions used in calculations of Actuarially Determined Contributions.

The Actuarially Determined Contributions rate; as a percentage of payroll, used to determine the Actuarially Determined Contribution amounts in the Schedule of Employer Contributions are calculated as of the most recent Valuation Date. The following actuarial methods and assumptions (from the June 30, 2020 actuarial valuation) were used to determine contribution rates reported in that schedule for the year ending June 30, 2021:

Actuarial cost method	Entry age
Amortization method	Level dollar
Amortization period	30 years, open
Asset valuation method	Market Value of Assets
Price inflation	2.75%
Salary increases, including wage inflation	3.00% to 18.25%
Initial health care cost trend rates	
Medicare Supplement Claims-Pre Medicare	7.00%
Ultimate health care cost trend rates	
Medicare Supplement Claims-Pre Medicare	4.75%
Year of ultimate trend rates	
Medicare Supplement Claims-Pre Medicare	2028
Long-term investment rate of return, net of pension plan investment expense, including price inflation	2.19%

SPECIAL REPORTS

HERZOG CPA COMPANY, PLLC

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**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF THE FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Members of the Library Board
The Library of Hattiesburg, Petal, and Forrest County
Hattiesburg, Mississippi

Independent Auditors' Report

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Library of Hattiesburg, Petal, and Forrest County as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise The Library of Hattiesburg, Petal and Forrest County's basic financial Statements, and have issued our report thereon dated March 24, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control. Accordingly, we do not express an opinion on the effectiveness of The Library of Hattiesburg, Petal, and Forrest County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Library's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Herzog CPA Company, PLLC

HERZOG CPA COMPANY, PLLC

Hattiesburg, Mississippi

March 24, 2022



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 3, 2022
Re: Approve the revised Community Development Division Emergency Repair Program Guidelines Manual.
File Number: 2022-275
Minute Book #

Summary

Approve revised Emergency Repair Policies and Procedure Manual dated April 19, 2022

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

EMERGENCY REPAIR PROGRAM GUIDELINES



Department of Urban Development

Community Development Division

601.554.1006

cdbg@hattiesburgms.com

Funded in part by HUD



Effective April 19, 2022



City of Hattiesburg Emergency Repair Program

Objective: The Emergency Repair Program is to aid low and moderate-income homeowners to make repairs when the qualified homeowner lacks sufficient resources of their own. The program exists to:

- Address serious disrepair conditions(s) which pose(s) an immediate threat to the health, safety, and welfare of the homeowner and occupants city-wide;
- Address life threatening issues and safety code violations that exist in an eligible home.

It is not the intent of the Program or the City to bring a home into complete code compliance but to eliminate an immediate hazardous conditions(s). For the purposes of this forgivable loan, only the repair work performed is subject to code compliance and review.

Program Resources: Funding for the program comes from a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). Assistance is in the form of a grant and is subject to availability of CDBG funding budgeted for the Emergency Repair Program.

Applicable Laws:

The City of Hattiesburg, contractors, subcontractors, subrecipients, and applicants are required to abide by a number of State and Federal laws, and will be required to sign documents certifying their compliance.

ELIGIBILITY REQUIREMENTS - APPLICANT

- Low and moderate-income homeowners in need of repairs essential to correct situations which pose an immediate threat to the health and safety of the residents;
- A forgivable loan up to \$15,000 is available to assist with specific home repairs.

Eligibility Criteria: The applicant must satisfy the following criteria to be eligible for program assistance:

- A. Applicants must complete an application and provide all requested information. Unless the CDD employs other methods of targeting or prioritizing applications, applications will be accepted on a first come, first serve basis as long as CDBG funds budgeted for emergency repairs are available. Should other methods be used, metrics will be outlined in materials advertising/marketing the application period.
- B. The applicant must be the owner of the property to be repaired, be able to provide proof of home ownership, and have resided in the dwelling for not less than one (1) year.
- C. The household income must be classified low to low-moderate income as defined by HUD Income Limits; at or below 80% of area median income;

Number of Persons in Household	Maximum Income*
1	\$33,350
2	\$38,100
3	\$42,850
4	\$47,600
5	\$51,450
6	\$55,250
7	\$59,050
8	\$62,850

FY2021 HUD Income Limits (subject to change)

- D. The applicant must be a U. S. citizen or a legal resident alien.
- E. All applicants must be up to date with all property tax payments in order to be considered for the program.
- F. Applicant must affirm that they intend to continue living in the home as their primary residence, following repairs by executing a 3-year deed restriction. County land records will be reviewed annually to confirm ownership.

ELIGIBILITY REQUIREMENTS – PROPERTY

Eligibility Criteria: The dwelling must satisfy the following criteria to be eligible for program assistance:

- A. The dwelling must be owner-occupied, single-family residence, located within the corporate limits of Hattiesburg.
- B. Where applicable, proof of flood insurance is required.
- C. The dwelling must need immediate and necessary repairs to correct situations which pose a threat to the health and safety of those who reside in the home. Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is typically not eligible unless it is contributing to an emerging condition and can all be addressed within program budget.
- D. The dwelling must not have previously received funds from the Community Development Division for housing rehabilitation or emergency repairs.
- E. The dwelling unit must not be recognized or classified as a manufactured or mobile home.

Funding will not be provided for partial correction, for non-eligible improvements or to the owner in cash as reimbursement for the repair work completed (or to the owner directly for labor or materials purchased by the homeowner). If the bid for the approved emergency repair is more than the funds provided by the grant, the project may be deemed ineligible for the program.

What Types of Repairs are Eligible?

Generally, repairs or modifications to achieve accessibility that are urgently needed to make the housing safe, sanitary or habitable that can be completed for \$15,000 or less are eligible for assistance.

Examples of Eligible Repairs:

Repairs necessary to protect the health and safety of the household or achieve accessibility to accommodate a disability include repair and/or replacement of:

- Failed plumbing fixtures;
- Clogged/broken sewer lines
- Damaged or exposed electrical wiring, switches, and/or outlets
- Leaking roofs
- AC and heating units
- Failing flooring/decking
- Building a wheelchair ramp
- Widening doorways to rooms that must be accessible for living, etc.

Examples of Ineligible Repairs:

- Repairs that are only cosmetic in nature are not eligible.
- Perils covered by insurance claims are not eligible for funding.
- Repairs to a duplicate item when one is working may not be eligible except to prevent additional deterioration.

Example: In a house with two bathrooms where one has a working toilet and the other has a leaking toilet, if turning off the water supply to the toilet can stop the leak, no repair is allowed since a working toilet is available. However, if the leak is at or before the cutoff, a repair may be made to fix the leak or replace the cutoff to prevent further structural damage and repairs made to any structural damage already covered.

Ineligible activities consist of any unnecessary physical improvements, any repairs solely of a cosmetic nature, repairs to sheds, and repairs to garages or any structure not attached to the living unit.

Unsafe and substandard structures that cannot be made safe for habitation for \$15,000 or less will not be eligible for assistance under this program. If the repairs cannot be made for \$15,000 or less the house will be deemed infeasible and ineligible for assistance for the Emergency Repair Program.

If infeasible, the owner will receive a letter notifying of the hazards and why assistance is being denied. Under circumstances where homes are located in a designated flood zone, repairs will be limited by the flood ordinance to 50% of the value of the home unless the project can include elevating the structure.

What is the maximum for the Program?

Maximum funding per application for owner-occupied single-family structures: Up to \$15,000 per application may be available for approved, eligible repairs. Repair(s) estimated to cost over \$15,000 are not eligible.

A Lifetime Maximum Assistance is limited to 1 (one) repair or rehabilitation for any one structure and/or household.

Limited Funds: Staff responds to requests for emergency repairs on a first-come-first-served basis (except as otherwise allowed herein), from the date the completed application is received. A specific amount of funding has been set up for each program year beginning January 1. No additional funds can be spent until the next program year begins.

Does the Repair Cost Need to be Paid Back?

No, assistance does not need to be paid back. It is a forgivable loan and a lien will be placed on the property.

Preliminary Steps

How do I Apply?

1. Contact our office for a pre-screening application and initial assessment, at 601.554.1006.
2. Community Development staff will complete an inspection of the property to determine whether the work and/or property appear to be feasible.
3. Submit required documentation.

What Happens After I Apply?

Community Development staff will complete a feasibility inspection to determine the probability that the project is feasible. If it is determined that the project is likely feasible, you will receive information and forms for a full application. Community Development Division staff will verify all application information and conduct an environmental review. Once the project has cleared environmental requirements and verification of homeowner eligibility, Community Development Staff will contact the homeowner to execute an agreement and review next steps for repair assistance.

If any information is found to be intentionally falsified, the application will be rejected and the applicant will not be allowed to reapply for any program.

You will receive written notice of the date the application is accepted or rejected with details of the decision if application is rejected.

Sequence of Events

The following is an outline of the normal sequence of events for an Emergency Repair application. All application files will be maintained according to HUD requirements.

Step 1 – Application Process. All individuals will apply through Community Development Division.

The applicant is required to furnish the following documentation in order to verify eligibility:

Income Verification:

- Three (3) months of recent paystubs for all household members, 18 and over, who are not fulltime students;
- If self-employed provide a monthly profit and loss statement for the last three (3) months;
- Proof of alimony or child support;
- Proof of other income in the form of retirement pension, unemployment, foster care and/or disability benefits;
- Three (3) months of bank statements and/or pension funds from all members of the household that are not fulltime students.

CD staff will verify income and use HUD's Income Limit Documentation System, which has developed income limits based on the median family income (MFI) for metropolitan areas. Income Limit guidelines for the current year using the income calculator are available on the HUD website. Only households that have income at or below the 80% AMI will qualify. If an applicant does not meet the income or program eligibility requirements, the applicant will be notified before project evaluation.

Proof of Residency: Copy of a valid driver's license, social security card, or resident identity card; and a recent utility bill with name supporting that the applicant lives in the house. Additionally, applicant will be required to affirm that they intend to continue living in the home following repairs.

Property taxes: CD staff will review applicable city, county, and school district property tax information to verify that the applicant's payments are current.

Step 2 – Determination of Scope of Work. After reviewing the application and verifying all documentation, CD staff will contact the applicant for an on-site project evaluation appointment. CD staff will write up a short description of the project including work needed and photograph the areas in question. Basic measurements will be taken and CD staff will determine the scope of work, resources required for the project, and feasibility review to insure project scope does not exceed limits of the program.

CD staff will also perform an environmental review. Projects that may affect painted surfaces, may require lead testing for all homes built prior to 1978 to determine if the property will need to meet additional compliance specifications set forth by HUD.

Step 3 – Homeowner Verification and Approval. CD staff will meet with the applicant to discuss the proposed project and what may or may not be eligible for the program. CD staff will discuss the parameters of the grant. If the homeowner agrees to the terms of the program the agreement will be prepared and presented to City Council for approval.

Step 4 – Contractor Information and Contracts. CD staff will contact CoH approved list of Qualified Eligible Contractors (QEC list). This list is maintained by CDD and is updated at least annually. Homeowner(s) may elect to exclude one contractor prior to bid submission. Quotes will be requested from all eligible contractors. No contractor shall be allowed to submit a proposal or cost quotation if not a Qualified Eligible Contractor and has not obtained a Data Universal Numbering System number (DUNS). The CDD will determine the lowest/best bid, present it to the homeowner along with a Contractor Homeowner agreement for execution, and coordinate with contractor to undertake project. The contractor is responsible for securing any required permits.

Step 5 – Timeframe. All work shall be completed according to the work write-up/bid solicitation within 30 working days after issuance of a notice to proceed. The nature of some repairs may warrant additional days, which must be stated in the agreement or by change order.

Step 6 – Final Inspection. Once the project is completed, CD staff will contact the client to discuss the project. CD staff will inspect the site to insure work was completed according to the contract specifications. The contractor is responsible for passing all required building/system inspections. CD staff will document work through before and after pictures and take a picture of the homeowners if they are willing.

Once it has been determined that the work meets contract specifications the contractor will be required to turn in a final invoice for work completed at the property and will be required to sign certifying the project was completed.

Step 7 – Customer Satisfaction Survey – For follow-up, the applicant will be mailed a Customer Satisfaction Survey. The CD staff values citizen input; therefore, feedback is greatly appreciated as the City strives to improve future services.

Note: *It is the responsibility of the applicant to notify CD staff of any problems that occur after project completion and are covered under the provided warranty.*

For Contractors

The CD staff will select the contractor in accordance with the City's and HUD purchasing/contracting policies, particularly as set forth in 24 CFR 85, and including a review of the excluded parties list (suspended and debarred contractors; at this revision, the System for Award Management).

Quotes shall be firm for a period of (30) calendar days from the date of bid closing.

**If the lowest responsible quote is above the City's maximum limit of \$15,000 allowed for Emergency Repair projects, the application will be denied and the applicant notified.*

Staff will prepare appropriate contract documents and agreements for execution by the homeowner, contractor and the City. If a contract is not executed, nor a Notice to Proceed issued within thirty (30)

calendar days from bid opening, the contractor may withdraw his/her quote, thereby terminating and releasing both parties from any further obligation and liabilities.

CD staff can execute change orders if issues are encountered on the project after the scope of work begins. A cost price analysis will be performed for any contract modifications encountered during the execution of the project.

All work shall be completed according to the work write-up/bid solicitation within 30 working days after issuance of the Notice to Proceed, unless otherwise stated by contract or change order(s).

The contractor/repair company will provide a one-year warranty for work completed, where possible. Upon final inspection and approval by CDD Staff, contractor may submit invoice. The payment request may be processed upon final inspection approval. Approved payment requests will be submitted for the next City Council agenda for approval, if submitted invoice is received five (5) days before the scheduled meeting.

Responsibilities

A. Responsibilities of the Applicant

- Submitting all required documents to determine eligibility for the program.
- Making reasonable accommodation to the schedules of the contractor and CD staff for the purpose of inspections, completion of work, photographs, etc.
- Reviewing, executing and understanding the program guidelines, work description and all contract documents.
- Meeting all terms and conditions of the contracts.

B. Responsibilities of the Contractor

- All work shall be completed in accordance with 2018 International Residential Codes (IRC) and City of Hattiesburg Performance Standards and Specifications.
- Submitting quotes complying with the City' standard on specified projects.
- Making reasonable accommodations to the schedules of the applicant and staff.
- Prompt communication with CD Staff on unforeseeable issues on the project as they arise.
- Completing the work as identified in the contract within the agreed upon time frame.
- Communicating with City staff regarding status of the work during and following project completion.
- Understanding the City's payment process.
- Any work outside the scope of the write-up is prohibited.

What The Program Is Not

Although the Emergency Repair Program is designed to respond to a wide variety of problems, it has limits and should not be confused with other programs offered by the City of Hattiesburg, Community Development Division.

- **It is not a rehabilitation program.** Many times, the most recent item, system, or structure to fail in a home may prompt the homeowner to seek assistance from the Emergency Repair Program while many other items are also in need of repair. The Emergency Repair Program is designed to respond to the most urgent need, that if left unrepaired, would lead to further deterioration or to the house becoming unlivable. The City of Hattiesburg, Community Development Division also offers a Housing Rehabilitation Program that can address many more issues than Emergency Repair.
- **It is not assistance for home sellers.** The homeowner must affirm that they intend to live in the home, as far as foreseeable. The funds are intended to keep a homeowner living in their home; not to assist them in selling it.
- **It is not a remodel service.** To extend assistance to as many households as possible, systems and items must be repaired rather than replaced, if possible.
- **It is not a homebuyer program.** Applicants must have lived in the home for at least one year at the time of application.

Contact Information

City of Hattiesburg
Community Development Division
P.O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403 – 1898
601.554.1006
cdbg@hattiesburgms.com

CHANGE HISTORY LOG	
April 5, 2022	Update manual format; add change history log; increase maximum budget from \$10,000 to \$15,000; remove homeowner's insurance requirements; add change history



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 3, 2022
Re: Approve the Community Development Block Grant (CDBG) Roof Initiative Program Policies and Procedure manual.
File Number: 2022-276
Minute Book #

Summary

Approve Special Project: Roof Initiative Program Policies and Procedure manual for the new Roof Initiative Program dated 03/28/2022

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

2022

Special Project: Roof Initiative Program



3/28/2022



ROOF REPAIR PROGRAM

WHAT IS THE ROOF INITIATIVE PROGRAM?

The Roof Initiative Program is a short term, special project, created by the City of Hattiesburg Community Development Division. This program has been designed to aid low to low moderate homeowners with assistance to repair and/or replace unsafe roof systems. Program goal is to prevent further deterioration of the home.

HOW DO I GET STARTED?

Contact our office for a pre-screening application and initial assessment, at 601.554.1006. Community Development Division (CDD) staff will complete an inspection of the property to determine whether the work and/or property appear to be feasible and submit required documentation. The application process may take up to "one year or longer" to complete. You are responsible for the continued maintenance of your property.

HOW DO I QUALIFY FOR ROOF REPAIR ASSISTANCE?

- You must own and occupy the property as your principal residence with homestead exemption.
- The deed of ownership must be in your name.
- Property has not previously received assistance from the City of Hattiesburg Community Development Division.
- Your property taxes on the property must be current and paid.
- Your mortgage loan(s) must be current and in good standing.
- Your property must be free of Code Violations **other than roof*.
- Other program criteria may apply as determined by the City of Hattiesburg (CoH).
- Your household Annual Gross Income must not exceed current income limits:

IS THERE A LIMIT TO THE VALUE OF MY HOME?

Yes, tax assessed, sales price or appraised value of your home may not exceed \$150,000 (subject to change).

WHERE CAN MY PROPERTY BE LOCATED?

Your property must be located within the city limits of Hattiesburg.

ARE MOBILE HOMES ELIGIBLE?

No, mobile homes are not eligible for roof repairs.

HOW WILL THE ROOF REPAIR PROGRAM HELP ME REPAIR MY ROOF?

The CDD will conduct a preliminary inspection of your home to determine if the home will qualify for assistance. A work write-up and cost estimate report will be prepared to determine if your home is structurally and financially feasible to repair.

WHAT TYPES OF REPAIRS ARE ELIGIBLE?

Eligible repairs may include items such as: the repair and/or replacement of unsafe roof systems. Eligible repairs are limited to the roof of the structure.

HOW MUCH ASSISTANCE IS AVAILABLE?

Funding is limited. Assistance is based on the type of eligible roof repairs that may be needed to correct the unsafe roof conditions on the home.

IS A LIEN PLACED ON MY HOME FOR THE ROOF ASSISTANCE I RECEIVE?

Yes, a 3-year, 0% interest deed restriction and promissory note is notarized and recorded in the Forrest County public records for the total amount of the assistance awarded to the homeowner.

DO I HAVE TO PAY THE FORGIVABLE LOAN BACK?

No, as long as you comply with certain program criteria such as, own and occupy the property as your principal residence and keep the property in good condition during the 3-year loan affordability period. The lien will be fully forgiven after 3 years if all program conditions are met. However, if a homeowner, defaults on the terms of the forgivable loan within the 3-year period, then the prorated balance of the loan becomes due and payable to the CoH.

WHAT IF MY HOME PASSES INTO MY ESTATE BEFORE THE DUE ON SALE LOAN IS FORGIVEN?

In the case of death of the owner, the heirs may be able to assume the unpaid balance and continue with the terms of the original loan. The CoH will determine if the heirs qualify to assume the loan. If the heirs do not qualify, then the loan would become due and payable. If the heirs should refinance, transfer ownership of the property or sell during the remaining term of the affordability period (due on sale loan), then the entire balance becomes due and payable.

WHAT HAPPENS IF THE CITY DOES NOT HAVE FUNDS AVAILABLE TO REPAIR MY ROOF?

Funds are made available based on a first-come, first-served basis. Acceptance of an application does not guarantee that assistance will be approved or provided by the City. You are responsible for the continued maintenance of your property.

IS MY APPLICATION AUTOMATICALLY APPROVED AFTER I SUBMIT IT?

The CoH reserves the right to reject any and all applications for roof repair assistance. A completed and submitted application does not guarantee that you will be approved to receive assistance from the City. You are responsible for the continued maintenance of your property.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Jennifer Shows, Grants Coordinator
cc: Kermas Eaton, City Clerk
Date: Tuesday, May 3, 2022
Re: Approve the revised Housing Rehabilitation and Housing Repair Grants Program policies and guidelines manual.
File Number: 2022-278
Minute Book #

Summary

Approve revised Housing Rehabilitation and Housing Repair Grants Program Policies and Procedure manual dated April 2022

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.



**DEPARTMENT OF
URBAN DEVELOPMENT**

Community Development
Division

**HOUSING
REHABILITATION and
HOUSING REPAIR
GRANTS
PROGRAM GUIDELINES
(CDBG)
August 2004**

AMENDED
October 2008
May 2010
September 2010
March 2011
February 2014
April 2015
April 2022

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CITY OF HATTIESBURG
HOUSING REHABILITATION and HOUSING REPAIR GRANTS
PROGRAM GUIDELINES
DEPARTMENT OF URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
(CDBG/HOME)

I. PURPOSE

The intent of these guidelines is to establish a uniform system to be used in the implementation of the Housing Rehabilitation and Housing Repair Grants Program administered by the City of Hattiesburg Department of Urban Development and is not intended to supersede any federal or state regulations pertaining to housing. Federal and/or state rule shall prevail in the event of conflict relating to the guidelines contained within.

II. APPROVED AREAS

- A. Housing Rehabilitation or Repair activities are dependent upon the household being income-eligible according to HUD guidelines and not necessarily upon the location of the home in an eligible Census Tract. Housing Rehabilitation or Repair activities can take place in any geographic area within the City given approval under all other program criteria. However, it is possible for the City or its Sub-recipients to designate certain areas as target areas, revitalization areas, or redevelopment areas in an effort to focus investment in particular geographic areas.
- B. Based on a need's assessment, the City may identify target areas for the Housing Rehabilitation and Housing Repair Grants Program. The City may establish the program's priorities based on its available land use data, the most recent housing condition survey, and/or recent Census information on the number of substandard structures in an eligible area, or on the number of low-income households in an area.

III. GRANT PROGRAMS AND DEFINITIONS

The City's Housing Rehabilitation Grants Program provides rehabilitation and repair grants to eligible homeowners to bring substandard housing into compliance with housing and related codes with the exception of functional systems which do not create a safety or health hazard as determined by the Program's inspection team. Depending upon the severity of substandard housing conditions, a housing rehabilitation grant will fall into one of two categories: Substantial Rehabilitation and Emergency Repair. With these grants, proposed work and work performed is subject to code compliance and review.

- A. Substantial Rehabilitation refers to improvements and repairs that are vital to the health, safety and comfort of occupant(s), as well as improvements and repairs that are needed to bring substandard property up to housing codes. Improving or repairing the major housing systems is a priority. Major housing system improvements and repairs can include plumbing, electric, heating, structural, roofing and certain cosmetic improvements to address blighting conditions. Improvements and repairs must comply with the 2018 International Residential

Code requirements (or whichever code version or adaptation has been most recently adopted by the City of Hattiesburg) and Housing Quality Standards. Cosmetic improvements to address blighting conditions may be included at the discretion of the Community Development Manager and if the budget permits.

- B. Emergency Repair Grants provide assistance to address serious disrepair condition(s) which pose(s) an immediate threat to the health, safety and welfare of the occupants and are available to Homeowners on a citywide basis. These grants are to repair only life threatening issues and safety code violations that exist in an eligible home. In this instance, it is not the intent of the Program or the City to bring a home into complete code compliance but only to eliminate an immediate hazardous condition(s). For the purposes of this program grant, only the repair work performed is subject to code compliance and review.

IV. APPLICATIONS/ELIGIBILITY

- A. When available applications for housing rehabilitation and housing repair grants assistance may be solicited through various public media and public forums including communication at neighborhood meetings. When the Program has determined that it is near completion of current eligible applications; notifications will be made that the Program has resumed the acceptance of applications. However, due to lack of funding to honor all request for assistance, NO applications are currently being accepted.
- B. Applicants will be selected using objective criteria that incorporate established HUD guidelines as well as any identified criteria set forth in the *City of Hattiesburg's Consolidated Plan*. Applications will be accepted during a designated time period.
- C. Proof of ownership (i.e., Warranty Deed, Quit Claim Deed, 99-Year Leasehold) of the property to be rehabilitated or otherwise repaired will be required. Income verification will be obtained. Title opinions and appraisals may be secured at the discretion of the Program. Proof of homeowner's insurance and flood insurance and, where applicable, is required. Federal Emergency Management Agency (FEMA) Document Number 186 dated July 13, 1989, as amended, currently stipulates that "agencies are prohibited from providing financial assistance unless the property to which that financial assistance is applicable is protected by flood insurance and must therefore require the purchase of flood insurance as a condition of making such financial assistance available." Current city and county tax receipts will also be required.
- D. Submission of an application does not guarantee a grant award or that rehabilitation or other repair work will take place. The Homeowner will be required to attend housing maintenance and/or financial counseling after application acceptance.

Elected officials of the City of Hattiesburg and employees for the administration, management and oversight of the program (Community Development Division staff) and their immediate families are **NOT ELIGIBLE** to participate or to benefit from the Housing Rehabilitation and Housing Repair Grants Program. The immediate family is defined as:

- | | |
|---------------|-----------------|
| a. Spouse | f. Stepbrothers |
| b. Parent | g. Stepsisters |
| c. Stepparent | h. Child |

- d. Brothers
- i. Stepchild
- e. Sisters

- E. All properties being considered for a housing rehabilitation or repair grant will be inspected by the City of Hattiesburg's Land Code Division based on the requirements of the *Land Development Code, Code of Ordinances, and International Property Maintenance Code*. These inspections relate to the general maintenance of the property and are intended to eliminate trash and litter, abandoned vehicles, overgrown lots, and unsanitary conditions. A complete inspection for a housing rehabilitation or repair grant will not be done until outstanding Property Maintenance Code Violations have been resolved. Property Maintenance Code Inspections not corrected within ten (10) days of receiving a notice to correct violations will result in the applicant being ineligible for the Program. Action will be taken as provided by applicable City Ordinance when a Homeowner chooses not to correct code violations. The Housing Coordinator will forward the name or a list of potential grant recipients to the City Building Official. Property maintenance code inspections will be scheduled. Code officers will perform the inspections on potential projects of this Program in the usual manner. However, a copy of the property maintenance inspection report will be forwarded to the Program's Housing Coordinator for placement in the permanent project file.
- F. Applications will routinely be processed in the order of date received; however, if conditions exist in a home that pose an immediate threat to the health, safety, and welfare of the occupants, the Community Development Manager will have the authority to assign priority status and move an applicant up on the list. The Manager shall review written documentation prior to approving moving any applicant up on the list. This documentation shall be placed in the project file.

V. INSPECTIONS

- A. After an application for assistance is processed and eligibility, feasibility have been established and the property has met all property maintenance code requirements, a work-write up inspection will be scheduled. **The scheduling of all inspections for projects funded with Community Development funds will be coordinated through the Community Development Division.** When repair work requires a rough-in, finished work or final inspection, contractors will contact the Community Development Division office. The program Inspector or the Housing Coordinator will contact the Land Code Office to coordinate a date and time for the requested inspection with the schedules of the Code Technical Inspectors. The inspection date and time is entered in a scheduling log, to inform the Housing Coordinator and update the appropriate inspection schedules. The Office Manager or designee of the Land Code Division will take the necessary steps to have the inspections properly noted in that Division's records and to ensure that the Technical Inspectors are aware of the date and time of a scheduled inspection. When contacted for scheduling an inspection, the Homeowner shall be informed that all parts of the home must be accessible to inspectors so that a thorough inspection can be made. Inspectors will not be required to move boxes, furniture, and other household items in order to perform inspections. A member of the team will make the Homeowner aware that the team has arrived and the inspection is about to begin. If it is the general consensus of the inspection team that a home or parts thereof are determined to be inaccessible, other than attics or crawlspaces, to the extent that a thorough inspection cannot be performed, the inspection team will immediately terminate the inspection process,

take pictures and make applicable notes to document and support the determination. The homeowner will be informed that the inspection cannot be completed until the situation has been resolved. Resolution must be completed within 5 business days of being notified. Upon written notification from the homeowner and a subsequent review by program staff to determine that the matter has been adequately resolved, the inspection will be rescheduled.

During Inspections, an inspection report will be completed to determine the extent to which rehabilitation or repair is needed, whether or not life or safety threatening code violations exist and the cost estimate associated with correction. This will be completed and signed or initialed as indicated on the applicable document and dated by all members of the inspection team. A rough floor plan of the home will be made, and pictures of the interior and exterior structure(s) and all areas inspected shall be taken during the inspection process. Pictures serve as supporting documentation of needed repair work, confirmation that work has been done and become a part of the permanent file. The inspection report shall be signed and dated by members of the inspection team, then permanently placed in the respective homeowner's project file. Where applicable, the report will subsequently be used to develop the work write-up specifications and cost estimate.

- B. Other than property maintenance code inspections and routine work site review progress inspections, all inspections will be performed by an inspection team consisting of a minimum of one Housing Program Inspector, one Code Technical Inspector when applicable, or one other housing staff person when code review is not required. Rough in, finish work or other repair items routinely reviewed by the Land Code Division will require a Technical Inspector. Only a City Building Official or if absent, a designee, can assign a Technical Inspector or propose an alternative route to meet this requirement, if the need arises and, on a case, by case basis for the purposes of this Program. At any time, the Housing Coordinator or other Housing Staff may also be present during any inspection. Inspections will be based upon the requirements of the: International Residential Code for One and Two-Family Dwellings. During inspections, the inspection team members will confer as needed on technical issues. In an effort to eliminate confusion among contractors and homeowners and to ensure that the process set forth in this manual is not circumvented or unduly compromised, all final directives regarding work performed or to be performed in relation to the Program (Housing Rehabilitation and Housing Repair Grants Program) shall be communicated to said parties by the Housing Program Inspector. The Technical Inspector and Housing Program Inspector should conduct sidebar discussions as needed to resolve issues requiring further repair or review. Discussions requiring resolution of differences of opinion between the Technical Inspectors and Housing Program Inspector on code issues will be presented to the City Building Official who is the ultimate authority on matters of the code. Programmatic related issues or issues other than those surrounding disputes between Technical Inspectors and the Housing Program Inspector will be resolved in a manner to be determined by the Director of Urban Development or the Community Development Manager in accordance with the guidelines of this program as specified in this manual or with consultation and solicitation of expert opinion via internal or external sources and with guidance from the U.S. Department of Housing and Urban Development (HUD) when necessary. Prior to the final inspection of a project that requires an attending Technical Inspector, the Housing Program inspection team consisting of the Housing Program Inspector and Housing Coordinator or applicable designee at a minimum, will conduct a preliminary final inspection(s) with the Contractor to verify that the project is truly at the point of completion, ready for review by the final inspection team.

The scheduling of these inspections, as with all others for projects funded with Community Development funds, will be coordinated through the Community Development Division and handled by the scheduler as previously described in this manual.

- C. Lead Based Paint Hazards shall be evaluated and the proper course of action taken based on the latest HUD guidelines in effect at the time of the inspection. Asbestos Hazards shall be evaluated and the proper course of action taken based on the latest U.S. Department of Environmental Protection Agency (EPA) and the Mississippi Department of Environmental Quality (MDEQ) guidelines in effect at the time of the inspection.
- D. If the inspection reveals that no substandard conditions of a hazardous code violation or of a health or safety threatening nature exist, the Homeowner will be notified in writing and the master file will be closed. A written inspection, complete with pictures, shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. The inspection shall be dated and signed by the inspectors making the inspection. When prepared, the homeowner will verify and sign the work write up. All documents will be forwarded for placement in the housing program project file. A copy of these documents may be made and retained by the Housing Program Inspectors. The originals of all documents will be placed in the permanent files.
- E. If the inspection reveals substandard conditions of a hazardous code violation or of a health or safety threatening nature, a work write-up and a cost estimate will be prepared by the Housing Program Inspector and reviewed by the Housing Coordinator, Community Development Manager and a Code Technical Inspector. A written inspection report complete with rough floor plan and pictures shall be placed in the Homeowner's file to serve as evidence of the conditions found at the time of the inspection. All documents will be placed in the housing repair project file. A working copy of these documents will be made and retained by the Housing Program Inspector for use in preparing the work write-up and cost estimate. Upon completion, the inspection report(s) will be signed and dated by the inspection team members. When prepared, the Homeowner will verify and sign the Work Write Up. Originals of these documents will be placed in the permanent file.
- F. The work write-up and cost estimate are prepared:
 - 1. The Owner will be consulted on the proposed work write-up, given an opportunity to discuss the work noted therein and request such changes that are within the boundaries of the applicable program. The consultation will also include obtaining the Homeowner's permission to solicit proposals or cost quotations from contractors. Prior to soliciting proposals or cost quotations, the completed work write-up must be approved and justified by the Homeowner, Housing Coordinator, Housing Program Inspector, Technical Inspector or City Building Official and the Community Development Manager.
 - 2. The Homeowner will be provided a final work write-up and consulted on work to be performed after the lowest, best bidder has been selected that is not more than 10% higher nor 10% less than the program staff cost estimate, or after assignment of a project to a sub-recipient as previously noted and prior to awarding a contractor agreement.
 - 3. If an inspection reveals that a structure needs to be demolished, the City Building Official will be informed and enforcement will be carried out through the standard procedures of

the City as prescribed by State statutes. In addition, the City Anti-Displacement Policy will be adhered to along with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)

VI. FEASIBILITY

- A. A structure can be deemed feasible for a Housing Rehabilitation or Housing Repair Grant if the cost of its rehabilitation or repairs does not exceed the maximum costs allowed by the City's program of **\$75,000 for a Substantial Housing Rehabilitation Grant, and \$15,000 for an Emergency Repair Grant**. Homeowners must meet the program income and other eligibility criteria in accordance with the program guidelines.
- B. A determination that a structure is not feasible for rehabilitation or repair will be based on the work write-up and cost estimates, review of photographs and any other supporting documentation, where applicable, and review of the homeowner's application and file. If and when CDBG and or HOME funds are available for other programs enacted by an Action Plan, properties infeasible for Substantial Rehabilitation may be considered for those other programs. Note: For any unit that is funded through the HOME Program, the rehabilitation scope of work must address and satisfy all code violations.

The City under any of the following circumstances will deem a project infeasible for repair or rehabilitation.

- 1) If the estimated cost for rehabilitation exceeds the maximum of \$75,000;
- 2) If the estimated cost for repairs exceeds the maximum of \$15,000;
- 3) If the Homeowner rejects the Program's repair or rehabilitation plans;
- 4) If the Homeowner fails to meet the eligibility criteria for participation in the Program; or
- 5) If the Homeowner otherwise does not comply with program requirements.

The Housing Program Inspector will complete a feasibility inspection and attach it to the work write-up and cost estimate and forward all documents to the Housing Coordinator.

- C. Any structure deemed not feasible for repair or rehabilitation under the above guidelines will be so documented by the Housing Coordinator and attached to the other documents for further forwarding and review. All documents will then be forwarded for review to the Community Development Manager who will verify the determination of infeasibility. The Manager will review, verify, and return the documents to the Housing Coordinator who will then send written notification of the determination of infeasibility to the Homeowner.

VII. APPEALS

If a Homeowner disagrees with staff decisions on any or all of the qualifying criteria, he or she may appeal the decision to the Director of the Department of Urban Development. The Homeowner should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

**Department of Urban Development
Attention: Director
Post Office Box 1898
Hattiesburg, MS 39403-1898**

The Director shall respond to the Homeowner within ten (10) working days. An appeal of the decision of the Director should be made to the **CDBG/HOME Board of Appeals** in writing within ten (10) working days of notice of the decision to the:

**Department of Urban Development
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898**

The Board is a committee made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Urban Development. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made regarding or based on a decision of the Director. Any further appeals will be made to a court with appropriate jurisdiction.

VIII. HOUSING REHABILITATION AND REPAIR GRANTS

A. Application Process:

1. The Homeowner must have lived in and possess clear title to the home to be rehabilitated or repaired for a period of at least one (1) year prior to applying for assistance.
2. To be considered for a Housing Rehabilitation Assistance Grant, a property must present major substandard housing conditions of a non-aesthetic nature, and household income may not exceed eighty percent (80%) of the median income according to family size. Median income will be the most recent figures published by the Department of Housing and Urban Development and provided to the Department of Urban Development for the City of Hattiesburg, Mississippi.
3. To be considered for a Housing Repair Grant, household income may not exceed eighty percent (80%) of the median income according to family size. The housing repair need(s) must present an immediate threat to life, health or safety. In recognition of the fact that such repairs likely pose a high risk to the health and safety of the occupants, time is of the essence; therefore, the Program, on a case-by-case basis may perform an inspection of a Homeowner's property upon approval by the Director of Urban Development.
4. Potential applicants will be counseled by the Housing Coordinator who will explain the parameters of the repair grant assistance and determine the nature of the repair needs and the immediacy of the life, health or safety threat when applicable. If it appears that the potential applicant will qualify and the housing conditions appear to meet the necessary criteria, the applicant will be assisted in completing an application. For

Housing Repair Grants, a statement of the nature of the immediate threat condition(s) shall be noted in the application. A finding that immediate threat conditions exist will be attached to the application based upon findings of the City's housing inspection team using the feasibility certification/checklist. The inspection process will include team members as previously described in Section V contained herein. Prior to the start of any repair work, an application and all required documentation for a housing grant must be submitted.

- B. All applicants will undergo a Third-Party verification process to verify eligibility for a housing grant. The applicant shall furnish proof of ownership status, one (1) year residency, homeowner's insurance and flood insurance as applicable, and current paid City and County tax receipts.
- C. The maximum grant limits for housing rehabilitation grants are: \$75,000 for a Substantial Rehabilitation Grant. The maximum for an Emergency Repair Grant is \$15,000. Maximums are based on the cost for contract work excluding possible discovery items, environmental review costs, temporary relocation stipends, or other project delivery costs that may be associated. Allowable costs are those reasonable and necessary to bring substandard housing condition into compliance with housing and related codes with the exception of functional systems which do not create a safety and health hazard in the case of Housing Rehabilitation Grants, or to eliminate immediate threat(s) to life, health or safety in the case of Housing Repair Grants. Due to the competitive bidding process and depending on nature of the work required, it is possible that a total grant to any one Homeowner could be less than the stated maximums. Due to discovery, environmental review, and other related project costs, it is also possible that the total grant and project costs is higher than the stated maximum. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Basic and Substantial Rehabilitation Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In special circumstances the Director of Urban Development may at his/her discretion may allow an exception.
- D. With the exception of homeowners who have received an Emergency Housing Rehabilitation Grant, homeowners will not be eligible for additional repair assistance excluding warranty repair items for not less than the applicable affordability period. A waiver of this requirement must be approved by the Director of Urban Development for homeowners that previously have received Emergency Repair Grant assistance.

General Affordability Periods are as follows:

1. **Three (3) years for Emergency Repair Grants** where improvement of substandard housing conditions requires repairs at an estimated cost not to exceed \$15,000 excluding discovery items.
2. **Five (5) years for Substantial Rehabilitation Grants** where improvement of substandard housing conditions requires substantial repairs including repairs to, or rebuilding and/or replacing some or all major building systems within an existing sound housing structure,

and where the estimated total cost of repairs excluding discovery items is determined not to exceed the \$75,000 maximum.

3. Twenty (20) years for Reconstruction Grants when triggered.

- E. Homeowners who provide false information concerning income, residency or other information required to prove eligibility will be required to repay in full all grant funds awarded for the rehabilitation work performed to the residence and associated legal and other costs incurred as a result of any required collection actions taken.
- F. After selection of a Contractor but prior to the execution of the Work Agreement, the Homeowner must execute the appropriate Grant Agreement.
- G. Affordability Periods are time periods in which beneficiaries are expected to (1) continue to utilize the home as their personal residence, and (2) are restricted from selling or otherwise transferring the title to any other party. Transfers of property during an active affordability period will result in a recapture of a prorated share of the federal funds invested in the project. In the instance of a transfer of title (sale or otherwise) as a result of the death of the homeowner/beneficiary, the affordability period may be canceled. In the event that City staff is made aware of the death of a beneficiary (where there is no spouse or other joint applicant to carry on ownership), the City may cancel the Deed of Trust (affordability period) even before any transfer of title takes place.

RECONSTRUCTION

NOTE: Reconstruction is a limited activity. Reconstruction becomes an option if a proposed rehab project is unsafe, not livable, and financially infeasible per rehab program guidelines.

The City of Hattiesburg's Homeowner Reconstruction Program Guidelines exist to effectively implement homeowner reconstruction activities in communities throughout the city.

II. Audience

The City of Hattiesburg receives funds to engage in and manage reconstruction activities. In some instance the City of Hattiesburg may elect to delegate the implementation of a portion of the city's reconstruction program to local sub-recipients (i.e. non-profits). Accordingly, this manual has been prepared for City of Hattiesburg staff and its sub-grantees for the effective administration of the city's Homeowner Reconstruction Program.

III. Key Program Participants

A number of participants play key roles in the City of Hattiesburg Homeowner Reconstruction Program. They include:

U.S. Department of Housing and Urban Development (HUD)

HUD is the federal government agency that administers the CDBG and HOME Programs. HUD allocates program funds to grantees, develops and issues program regulations, notices and memoranda, monitors program performance and otherwise reviews State and local government productivity and performance.

The City of Hattiesburg

The City of Hattiesburg is an Entitlement Grantee of the HOME and CDBG programs. These program funds are intended to improve communities in the city within guidelines set by HUD as well as the City of Hattiesburg in its Housing Rehabilitation/Reconstruction and Housing Repair Grants Program Manual.

Program Administrators

The City of Hattiesburg may select contractors to carry out homeowner reconstruction activities in accordance with the Grant Agreement (Exhibit F) executed between the City of Hattiesburg and the contractors. The City may also elect to allocate federal funds to organizations acting as sub-recipients of the Homeowner Reconstruction Program.

Program Requirements

Low-income residents of the City of Hattiesburg, who own and occupy their home, may qualify to participate in the Homeowner Reconstruction Program. The latest Income Limits published by HUD will be used to determine whether or not a household meets the income requirements of the program (i.e. generally has an income of less than 80% of the median income level for the area). Additionally, a property will only be considered for the Reconstruction Program when the Work Write Up performed by the Housing Program Inspector indicates that the cost of rehabilitating the property will exceed the limits imposed on the Rehab/Repair program.

IV. Meeting Program Requirements

All HUD regulations apply to homeowner reconstruction. At times, this document may not differentiate between HOME, CDBG, HUD, or City of Hattiesburg regulations. Rather, it may refer to requirements more generally as "Homeowner Reconstruction" requirements.

Eligible projects will be approved annually through the Action Plan. Homeowners who receive assistance must have a clear understanding of these requirements.

Eligible Properties

All properties reconstructed with Homeowner Reconstruction Program funds must meet the following requirements:

- Single-family property (1-4 units), including condominiums
- Owner occupies the property as a principal residence
- Owner has occupied the property for at least one year prior to program acceptance
- Property meets Section 8 Housing Quality Standards and local building codes once the reconstruction is complete
- After-reconstruction value estimate cannot exceed the Maximum After-Rehab (or reconstruction) Value Limits established by HUD, or otherwise established, for a particular area where a project is to be considered.

Eligible Households

Any household that is low-income (i.e. earns less than 80% of the median income of the county) at the time assistance is provided may be eligible to participate in the Homeowner Reconstruction Program. For the purpose of determining income eligibility, the City of Hattiesburg has adopted the IRS definition of Adjusted Gross Income.

The Homeowner Reconstruction Program does not require long term monitoring for income compliance and property standards. Once a property is completed, a homeowner's income may increase above 80% of a median income and/or the property may fall into despair. The City of Hattiesburg is not required to monitor these issues for any period of affordability.

Amount of Assistance

Assistance will be based on an after-reconstruction value not to exceed the maximum appraised value for the area.

Terms of Assistance

The City of Hattiesburg will provide deferred payment, forgivable loans of Housing Reconstruction Program funds to individual recipients. Projects are to be fully administered by the City of Hattiesburg or its sub-recipients, with no funds paid directly to the homeowner other than may be allowed by this program manual for temporary relocation assistance. All project costs will be taken into consideration when determining the total deferred loan amount. These deferred payment, forgivable loans are subject to recapture should the property be sold or otherwise transferred during the prescribed affordability period.

Property Standards

All units funded by HOME or CDBG funds must meet or exceed the federal Section 8 Housing Quality Standards (HQS) upon completion. Projects must also comply with the City of Hattiesburg reconstruction standards and the International Residential Code for One and Two-Family Dwellings. The HQS's are detailed in Part II of the Reference Manual.

Ineligible Properties

Homeowner reconstruction funds cannot be used for assistance on any of the following types of properties:

- Cooperatives
- Manufactured housing that will not meet the building codes for "stick-build" new construction
- Property occupied by renters
- Property or individuals previously assisted with homeowner rehabilitation funds, which are still within the prescribed affordability period.
- Projects that reduce the number of units in the building.

Relocation Costs

The City of Hattiesburg does not allow the permanent displacement of any resident of homeowner reconstruction-assisted properties. Temporary relocation will be necessary in certain

instances. See the Temporary Relocation Policy for more details (Exhibit K)

Fair Housing, Equal Opportunity and Section 3

No person can be denied the benefits of, or be subjected to, discrimination under any activity funded by the Homeowner Reconstruction Program, on the grounds of race, color, national origin, religion, sex, age, or handicap.

Contracts for work performed in connection with homeowner reconstruction projects should be awarded to business concerns located in the same area as a project to the greatest extent possible as long as they are fully licensed and eligible according to HUD and City guidelines. Contractors, to the greatest extent possible, must strive to include minority business enterprises, women business enterprises, and Section 3 enterprises in work that they may sub-contract related to homeowner reconstruction.

IV. Homeowner Reconstruction Process Flow

1. Application Processing
2. Property Evaluation and Assessment
3. Project Selection
4. Determining Amount of Assistance
5. Council Approval
6. Contractor Selection
7. Pre-Construction Conference
8. Construction Management

APPLICATION PROCESSING

A. Verify Income Eligibility

The Homeowner Reconstruction Program requires that all homeowners be low- income (80% of area median income or less) at the time the assistance is provided. Income verification must occur within the six-month period prior to the start of the reconstruction. Delays in the process may require re-verification that the owner's income still meets the program requirements.

1. Determining Household Income

The City of Hattiesburg now uses the IRS definition of adjusted gross income. Income must be verified by either a review of source documentation or third-party verification.

a) Third-Party Verification

Under this method, a third party-employer, social security administration, or public assistance agency is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of call.

b) Review of Source Documents

Documents provided by the applicant, such as pay stubs and IRS returns, may often

be the most accurate form of verification for certain types of income. These can be easier and less expensive to obtain than third party verification, however, they do not always provide full disclosure on such information as the average number of hours worked, overtime, tips, and bonuses. Copies of all documents should be retained in project files.

- c) Household income must be projected for the coming year, using past earnings, as well as recent or anticipated income changes, as a basis for projecting expected income in the coming 12 months.

2. Determining Income Limits

The HUD Income Limits for the Hattiesburg MSA as published and periodically updated by HUD will be used to determine the applicable income limit for the Housing Reconstruction Program

3. Comparing Household Income to Income Limits

Using the information provided in the homeowner's application, source documentation and/or third-party verifications, the Income Certification form will be completed to determine the applicant's anticipated annual income and eligibility.

B. Determine the Appraised Value

Owner-occupied housing qualifies as affordable housing only if the value of the property, after reconstruction, does not exceed the HUD established appraised value limits for the housing type for the area. An analysis must be completed before any work on the property begins to ensure that the after-reconstruction value estimate will not exceed HUD's maximum appraised value limitations. If the after-reconstruction estimate exceeds the limit, the project may be infeasible.

C. Ensure Adequate Insurance Coverage

The program must verify that all homeowners maintain adequate homeowner's insurance. Proof of insurance covering the amount of funds invested must be documented by obtaining a copy of the insurance binder. The insurance must cover the amount of the grant for the duration of the affordability period at a minimum. Homeowners insurance is mandatory for this program. Homeowners will be required to provide periodic verification of homeowner's insurance throughout the affordability period. The City of Hattiesburg may pay for the first year's insurance premium for whom obtaining it would impose financial difficulties.

All houses located in a 100-year flood plain must additionally have flood insurance equal to the amount of HOME or CBDG funds invested, and the property must be covered for the duration of the affordability period at a minimum. Homeowners will be required to provide periodic verification of flood insurance throughout the affordability period. The City of Hattiesburg may pay for the first year's flood insurance premium for whom obtaining it would impose financial difficulties.

If the house is located in the 100-year flood plain, and if the community in which the house is located does not participate in the National Flood Insurance Program, then the house cannot be reconstructed under this program.

D. Verify Ownership

The City of Hattiesburg must verify that the applicant owns the property through a review of the current tax records, deed of trust, and title opinion. The City of Hattiesburg's review of the tax records must be evidenced in writing and included as part of the project file.

Properties with existing liens exceeding five thousand dollars (\$5,000) will be deemed ineligible. The City may, at its discretion, provide loans with available HOME funds in order to pay down an existing mortgage or lien, not to exceed \$5,000 when: 1) that mortgage or lien otherwise prohibits the city from moving forward with the project; and 2) when the homeowner paying off the mortgage or lien in order to move the project forward would create an unbearable financial hardship. Loans made in this manner will be included in the total grant amount and will, likewise, be subject to the same affordability period.

Liens or Deeds of Trust attributable to primary mortgages on a property will not, as a single circumstance, disqualify a project as long as the mortgage is current and the homeowner is determined to have an ability to keep the mortgage current for the foreseeable future. The City will not pay any amount on a primary mortgage unless it meets the threshold and terms stated above and there is determined to be such a need. The City may require the homeowner's assistance in contacting primary or secondary mortgage holders to gather information and/or to get approval from primary mortgage holders for demolition/reconstruction. Community Development Division staff will make reasonable efforts to gain such approvals when necessary, but at the Director's discretion, efforts may be halted and a project file closed when attempts to achieve primary mortgage holder's approvals (if necessary) are unsuccessful.

CONSTRUCTION MANAGEMENT

A. Inspect Construction

During construction, the Housing Inspector is responsible for conducting three types of inspections as follows:

- Progress Inspections- To ensure the quality of the construction, the Housing Inspector should perform regular on-site inspections of the property. To the extent practical, each reconstruction project should be inspected twice per week. Regular progress inspections help owners identify potential problems early and enable them to act to prevent larger problems later in the project. Inspection Reports signed and dated by the inspector must be kept in project files.
- Draw Inspections- Inspections must always be performed prior to approving contractor payment requests. Payments can only be made for work that has been completed and is "in-place" (i.e. stored materials must be installed before payment can be made). The inspection reports in project files should confirm that a full inspection of the contractor's progress was performed before each payment request was processed. More detail on draw inspections is outlined in the following action.
- Technical Inspection with Code Inspectors – To ensure the quality of work is performed to the Codes: building, electrical, mechanical, and plumbing.

B. Payment of Contractors

Payment procedures will follow the same guidance as other housing programs.

C. Issue Change Orders

Due to the fact that reconstruction implies the construction of a new unit in place of a

demolished unit, change orders for contracts should be extremely uncommon. However, in the instance that a change order is determined necessary, procedures should follow the same guidance as other housing programs.

Since a change order becomes a binding part of the contract, the owner and contractor must sign it with prior written approval of the City of Hattiesburg. All change orders to the construction contract must be approved by the program administrator and attached to the Reconstruction Contract before the work changes are undertaken.

D. Perform Inspection

After completion of all repairs in the work write-ups and change orders, a final property inspection is conducted. In addition to the process outlined previously in the "payment of contractors" section, the inspector should check whether the property conforms to Section 8 HQS and City of Hattiesburg Reconstruction Standards. The owner and the contractor should be present for the inspection.

If additional work, clean up, or corrections need to be accomplished, a written punch list should be created. This punch list is a detailed list of all items remaining to be completed. Provide this list in writing to the contractor with instructions that upon completion of all items and inspection of the same, final payment will be made. Immediately after completion of all punch list items, a Certificate of Final Inspection is prepared and signed by all appropriate parties (Exhibit I-1). This form indicates that all work is complete in accordance with the contract and change orders and further indicates willingness to initiate closeout procedures.

E. Contract Close-out and Final Payment of Contractors

Upon completion of the final inspection, all of the following documentation should be verified as complete and in the permanent file:

- Lien Waiver from the general contractor
- Contractor's Final Request for Payment
- Certification of Final Inspection
- Copies of all warranties
- Certificate of Occupancy from the Department of Urban Development

Review all of the documents for accuracy and completeness. Supply the owner with a copy of these documents.

F. Take After-Reconstruction Pictures

Document the work by taking pictures of the completed reconstruction. Always try to take the after-reconstruction pictures from the same spot pictures were taken before reconstruction.

IX. INCLUSIVE GRANT COSTS – if applicable

A. Cost of correcting building code violations

- B. Testing and/or assessment of asbestos and lead-based paint hazards with a possible abatement, if necessary
- C. One-Year Premium for Flood Insurance when applicable
- D. Legal and other professional fees, if necessary
- E. Up to ten percent (10%) of the cost of repairs for change orders, unless otherwise approved by the Community Development Manager, if necessary
- F. Title Opinions and Appraisals, as deemed necessary
- G. Termite or other Pest inspection and treatment, if necessary
- H. Necessary Public Notices, if necessary
- I. Environmental Review costs
- J. Project Delivery costs

X. CONTRACTS AND CONTRACTORS

- A. A list of Qualified Eligible Contractors (QEC list) will be maintained in the City of Hattiesburg Department of Urban Development-Community Development Division. Contractors may be added to the list annually; however, no Contractor shall be allowed to submit a proposal or cost quotation if not a Qualified Eligible Contractor and has not obtained a **Data Universal Numbering System number (DUNS)**.

1. Qualified Eligible Contractors (QECs) must:

Furnish the following required documentation for consideration:

- Three (3) subcontractors;
- Two (2) suppliers;
- One (1) bank;
- Three (3) prior jobs, carried out by the contractor in order to assess quality of work and evaluate the workmanship;
- A copy of current license from the Mississippi State Board of Contractors and City of Hattiesburg Privilege Tax License; and
- A copy of current liability insurance and Workmen's Compensation.

These requirements are not in any way intended to exclude any qualified Contractor, but are intended to verify a proven track record of established business. The Department of Urban Development and the Selection Committee will review all submissions for consideration.

Sign a work agreement for each contract undertaken, which included the agreement to abide all local codes and ordinances as well as the City's Housing Programs Manuals in all work performed.

4. Proposals will be requested from all eligible contractors. The Homeowner will review the Qualified Eligible Contractors list and have the option of identifying up to two (2) Contractors that the owner would prefer not to contract with in the rehabilitation or repair of his/her home. Although there must be enough remaining contractors willing to make a proposal so as to satisfy City, State, and Federal procurement requirements.
3. A Contractor's license from the City of Hattiesburg may be revoked for good cause in accordance with the codes and ordinances of the City. Also, contractors may be removed and disbarred from the Qualified Eligible Contractor list based on the following:
 - a. When a project's construction time exceeds, without justifiable cause, the construction period reflected in the contract. Once advised of the failure to meet contract deadlines, the contractor shall complete work within five (5) working days. If work exceeds the extended deadline, without justifiable cause, the contractor will be fined \$100 per day until the work is completed or until the contract is terminated at the discretion of the Program and any additional relocation costs incurred. In the event that the contractor neglects to complete contracted work, the associated Work Agreement may be terminated and the Housing Coordinator will arrange to have another contractor from the Qualified Eligible Contractors list complete the work. The Housing Program Inspector or designee will determine the extent of work not completed. In some instances, it may be necessary to estimate a percentage of work completed. The cost of work line items not completed or the percentage of work not completed, whichever is applicable, will be deducted from the total contracted amount in addition to the deduction for the penalty for incompleteness and excessive relocation costs. These funds will be used to defray the cost for the unfinished work. Any remaining payment due the Contractor will not be made until all work is complete and the penalty for incompleteness will be deducted at that time.
 - b. When a contractor's construction performance is unacceptable as documented by the City of Hattiesburg Housing Program Inspector, Technical Inspectors, and Housing Coordinator.
 - c. When a contractor violates the terms, conditions, and contents of the Work Agreement.
 - d. When a contractor violates the Housing Rehabilitation and Housing Repair Grants Program Guidelines.
 - e. When a contractor does not pay labor and material costs relating to the job, which could result in a lien against the property.
 - f. When a contractor fails to start work within ten (10) working days of issuance of the Notice to Proceed without justifiable cause, the contractor shall submit a letter to the attention of the Housing Coordinator explaining the reason(s) for the work delay, prior to the end of the ten (10) day working period, for approval. Contractors

exceeding the ten (10) working days start date may be terminated from the Work Agreement with the Homeowner. (If contracted as the result of a proposal, the next lowest best proposer will be contracted with the homeowner to perform work originally contracted with the lowest best proposal Contractor.) In the event additional proposals were not received, the project will accept new proposals. The Contractor that exceeded the ten (10) working day period to start work will not be eligible to re-submit a proposal on the project. If contracted as the result of assignment to an eligible Sub-recipient to do housing rehabilitation or housing repair, the project will be reassigned to another eligible Sub-recipient.

- g. When one or a combination of causes in (a) through (f) above or any other reasonable documented causes exists.
- 4. The Division Manager shall notify all contractors that have been removed or disbarred from the Qualified Eligible Contractors list in writing setting forth the cause and the term of disbarment.
- 5. The U. S. Department of Housing and Urban Development (HUD) will be notified of Contractors violating federal law or exhibiting unethical behavior and recommended for disbarment from federal programs.
- 6. The Qualified Eligible Contractors list may not in any manner be used as a means for discrimination or exclusion on the basis of race, national origin, sex, or age.
- 7. Contractors may request reinstatement in writing to the Director when disbarment did not result from violation of federal, state or local law.
- 8. Appeals regarding the Qualified Eligible Contractors Selection Process

If a Contractor disagrees with selection committee decisions on any or all of the qualifying criteria, he or she may appeal the decision to the CDBG/HOME Board of Appeals. The Contractor should submit a written request for review of the decision within ten (10) working days of notice of the decision to the:

**Department of Urban Development
C/O: Director
Attention: CDBG/HOME Board of Appeals
Post Office Box 1898
Hattiesburg MS 39403-1898**

Response time by the board will depend on the nature of the appeal, but will be as timely as possible. The Board is made up of three members appointed by the Mayor. The members shall be employed by the City of Hattiesburg and shall not be employees of the Department of Urban Development. The CDBG/HOME Board of Appeals will meet as needed, if and when an appeal is made. Any further appeals will be made to a court with appropriate jurisdiction.

B. Work Proposal

- 1. Eligible Contractors will be furnished proposal packages a minimum of ten (10) working days prior to bid closing.

2. Contractors must attend a pre-proposal conference to include an onsite walk through review of the project and the proposed work several days prior to proposal closing.
3. According to RFP bid packet instructions, proposals must include a total cost for each line item and a grand total of the contractor's proposal written in ink or typed. When proposals are reviewed, the line items will be totaled, and that sum shall become the official grand total even if the contractor made an error in addition. The same form is to be used when any eligible entity submits cost quotations for assigned projects or for determination of assignment of projects.
4. Proposals and cost quotations must be submitted in a sealed envelope marked with the Contractor's name and address, as well as the project address, to the City of Hattiesburg City Clerk's office either hand delivered or mailed. Contractors may mail proposals at their own risk; proposals not in the possession of the City Clerk's office by the deadline stated cannot be considered.

Mail:

**City of Hattiesburg
City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898**

Physical:

**City of Hattiesburg
City Clerk
200 Forrest Street, 2nd Floor
Hattiesburg, MS 39401**

5. Contract price shall not be 10% higher nor be less than 10% below the program staff cost estimate. If the proposals or quotations are not within these limits, the Housing Coordinator and Community Development Division Manager may negotiate the costs with the Contractor having the lowest best proposal who is nearest to meeting the limitations.
6. Proposals from contractors not on the Qualified Eligible Contractors list and proposals from contractors with whom the homeowner indicated they would not enter into a *Work Agreement*, will be rejected.
7. The successful contractor will be notified in writing within five to ten (5 to 10) working days after a review by the selection committee identifies the selected contractor. All other contractors that made proposals will be notified in writing within fifteen (15) working days of the selection of the successful contractor.
8. All proposals shall be firm for a period of thirty (30) calendar days from the date of bid closing. If a contract is not executed, nor a *Notice to Proceed* issued within thirty (30) calendar days from proposal opening, the contractor may withdraw his/her proposal, thereby terminating and releasing both parties from any further obligation and liabilities.
9. The City reserves the right to accept or reject any or all proposals or to waive any formality in the proposal process.
10. The Housing Coordinator and the Housing Program Inspector shall weigh the capacity of contractors to complete work in accordance with the standards of the City during the

proposal process. Caution will be exercised to ensure that contractors do not get overloaded to the extent that they cannot perform work in a timely manner. At least until a track record is established for each contractor, the Housing Program Inspector will have the authority to recommend that a contractor(s) may not submit proposals on new work until he/she is nearing completion or has completed on-going work in the City's program.

NOTE: A contractor will have no more than two (2) active projects at a time. A waiver of this policy must be approved by the Director of Urban Development.

C. Document

1. The homeowner and contractor shall execute the contract document supplied by the Department of Urban Development titled Work Agreement. After execution of the agreements, an onsite pre-construction conference, a Notice To Proceed will be issued to the contractor. Prior to commencement of work, the contractor shall obtain the appropriate building and related permits from the Land Code Development Division.

2. Amendments

As with any construction work involving remodeling or renovation of an existing structure, change orders may be necessary as the result of discovery when completing work items such as replacing deteriorated roofing, siding, flooring, and other items previously specified in the work write-up for a project. The scope of work for any proposed change order will be determined by the primary Housing Program Inspector or, when necessary, a designee Inspector who will immediately inform the Housing Coordinator of the need for the change order, the proposed scope of work required and any other pertinent details surrounding the pending circumstances. The Housing Program Inspector will write the work specifications and estimate costs for the additional work to be included in the file. A copy of the work specifications will be given to the contractor who will quote a price for the additional work. The contractor's proposed price is compared to the Housing Program Inspector's estimate and is automatically approved if within 10% above or below the program's estimate. If the Contractor's price is outside the 10% parameters previously noted, then the Housing Program Inspector, Contractor and Housing Coordinator at a minimum will negotiate the cost to a mutually agreeable price that is deemed reasonable and necessary. The Director at his/her discretion will participate and or designate other staff to participate in negotiations. After settling on an agreed upon price, a formal Change Order form is prepared and circulated to the Housing Program Inspector, Housing Coordinator, Code Enforcement Technical Inspector and Community Development Manager for signatures. The homeowner and contractor will also sign the change order to review evidence, understanding and agreement of associated work details and costs. The Housing Coordinator is responsible for tracking this form through the signature process in a manner to affect an expedient turnaround time. The Program will strive whenever possible to affect no more than a two-day turnaround for internal signatures for change orders. Additionally, on a case-by-case basis, to deter lengthy delays in dire circumstances where the homeowner would be severely inconvenienced by even short delays in construction efforts (such as open roofs, walls and floors, non-functioning bath and toilet facilities due to a discovery repair item) a change order can be priority-routed through the process in which the Housing Program Inspector calls in to the office and follows through the initial steps of the change order process via telephone or radio

communication. A change order can be prepared on site and a copy given or left at the site for the contractor's estimating as soon as possible. If necessary, the Housing Program Inspector can complete the cost estimate on the spot, call in and relay all of the information to the Housing Coordinator who will follow the proper line of communications to receive expedient approval for going forward with the change order work request, then relay approval to proceed to the Housing Program Inspector.

a. Change Orders must be approved as outlined above and must be documented as follows:

- 1) Item number on work write-up and description of work to be changed must include a total cost for each line item and a grand total of the contractor's requested change order.
- 2) Reason for change.
- 3) Related code violation, if applicable.
- 4) Increase or decrease in cost resulting from change order.
- 5) Other related information needed to render a decision.

All changes to the contract must be documented using a change order form. Additionally, a written explanation of the reason for each change order repair item should be noted on the *Work Detail /Cost Estimate* and the document signed by the designated Housing Program Inspector or designee Inspector. This form must accompany each change order request to be reviewed for processing and still applies in the case of priority routing. However, in no event shall the amount of the additional assistance exceed ten percent (10%) of the maximum grant amount nor ten percent (10%) of the initial proposal price. This applies to both the Substantial Rehabilitation and Emergency Repair Grants. In the event that the total of additional assistance exceeds the maximum ten percent (10%), the homeowner will be required to select which cosmetic or non-code item which will be removed from the work write-up in order to remain at or under the maximum grant award limits. In special circumstances the Director of Urban Development may at his/her discretion allow an exception.

b. Nothing in this section shall be construed to prohibit the Director of Urban Development from overruling the final approval or disapproval of any change order, except that in such instances a factual basis for the ruling must be established, documented and made a part of the permanent case file

D. Inspections/Monitoring:

1. The Housing Coordinator and the Housing Program Inspector will maintain close supervision over all work. The Housing Program Inspector and/or appropriate Code Inspector (Enforcement Officer or Technical Inspector as applicable) will conduct the following inspections from application through construction completion (see Part I — Section V):

a. Property Maintenance Code Inspection

- b. Work write-up inspection/ Identification of code violations and immediate repair items.
- c. Pre-construction conference to include a walk-through of work to be performed with all potential Contractors at job site.
- d. Progress Inspections — to ensure the quality of the construction, onsite visits to review work in progress will be conducted at least weekly by the Housing Program Inspector in addition to the rough-in and finished work inspections outlined below that will also require review by a Technical Inspector:
 - 1) Electrical- inspection of electrical work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 2) Plumbing- inspection of plumbing work performed will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 3) Mechanical- inspection of mechanical functions will be conducted at the rough-in stage before work is covered up with sheetrock, etc.
 - 4) Building- inspection of the building will be conducted at the rough-in stage before work is covered up with sheetrock, etc.

The Hattiesburg Land Code Division will perform mechanical, plumbing, electrical, and building inspections in keeping with standard procedures of the Land Code Division. Housing Program Inspectors and Technical Inspectors shall insist upon quality construction with high quality new materials within reasonable constraints of the funds available. In no event shall the Housing Program Inspector or Technical Inspector sign off on any inspection of which he/she has knowledge of inferior or defective construction or materials or which percentage of completion is less than that noted on the inspection form.

- 2. Preliminary Final Inspection(s) — The Housing Programs Inspector and Housing Coordinator will inspect to verify that there is no incomplete work remaining from the work write-ups including any change orders (where applicable) prior to the review by the final inspection teams. Punch lists will be prepared at this point for any incomplete items. After all work is confirmed complete, a true final inspection will be scheduled.
- 3. Final Inspection: After completion of all repairs in the work write-up and change orders, a final inspection will be conducted by the Housing Program Inspector, Technical Inspector and Housing Coordinator or designee to ensure that all work is completed satisfactorily and in accordance with the contract. The inspection should be made together with the homeowner and the Contractor. If all work has been completed satisfactorily, a final inspection shall be completed and signed by all appropriate persons.
- 4. Inspection Reports: A copy of all inspection reports including code, property, and technical inspection reports should be signed, dated, and filed in the permanent project file in the Community Development Division-Housing Programs Unit.
- 5.

E. 180 Day/300 Day Inspections:

1. The Housing Program Inspector shall make a site visit to the home rehabilitated or otherwise repaired after one hundred eighty (180) days or six (6) months, and three hundred (300) days after the *Certificate of Final Inspection* has been issued, to review work performed. The Housing Program Inspector and Homeowner shall note any defects revealed during the inspection, and the Contractor will be provided a punch list of the same. If defects arise during the one-year warranty period, it is the responsibility of the Homeowner to inform the City.
2. Once advised of warranty items, the Contractor shall perform corrections within ten (10) working days, weather conditions and other factors permitting. In the event that the Contractor neglects to correct the noted items, the Housing Coordinator will initiate procedures to seek revocation of license and/or disbarment of the Contractor from the QEC list.
3. Neither the City nor the Contractor is responsible for defects or discovery of needed repairs that were not a part of the original work write up or included as a change order during the course of the contract.
4. The City may, at the discretion of the Director, with evidence provided by the Homeowner, Contractor, Housing Program Inspector, or Housing Coordinator, approve of a change order after the completion of the original project if/when the following conditions are met:
 - a. the project is still within its warranty period, or the needed work was discovered and reported within the project's general warranty period,
 - b. the needed work is not the result of incidents that are (or should be) covered by the homeowner's insurance,
 - c. the needed work is not the result of negligence or intentional damage to work previously performed by the program,
 - d. the needed work is verifiably an oversight of the original scope of work, which would have otherwise addressed a major housing system or element (and not attributable to wear, tear, or deterioration since the course of the contract), and
 - e. failure to address the additional needed work would result in damage or deterioration of the investment already made by the program, and/or would result in deterioration that would lead to health or safety threats in the foreseeable future.

F. Payments

1. All payments will be made to the Contractor within ten (10) working days from approval of invoice by the Mayor and City Council. Payment requests will be forwarded for Mayor and Council review only after the Department of Urban Development receives the following:
 - a. Building certificates of final inspection

- b. Certificate of occupancy (if applicable)
- c. Invoice for work performed
- d. Lien waiver by the Contractor
- e. Release of liens by the Contractor's subcontractors and material suppliers
- f. Final inspection and acceptance of all work by the City of Hattiesburg Housing Program Inspector, Housing Coordinator, Community Development Manager, and City Building Official.

The homeowner's signature of acceptance of work is preferred and will be requested, but will not be required for payment to the Contractor for work performed and completed to the satisfaction of the Program. Additionally, all warranties and certifications relating to equipment, supplies and service products must be turned over to the Housing Coordinator prior to payment. Copies of all warranties and certifications shall be placed in the Homeowner's file to be retained by the City, and the originals shall be given to the Homeowner.

2. Payments to contractors must reconcile against work performed and in place. **Contractors must submit invoices documenting the work completed and the amount of the contract attributable to the work completed in justifying partial draws. Payments may be made only for work and/or materials installed, constructed, or in place; no payment may be requested or made for supplies purchased, inventoried, and/or on site not installed.**
The Housing Program Inspector will verify work against that claimed on all invoices and determine whether or not the amount requested and the work items claimed are completed satisfactorily and are representative of the amount quoted. Although not required, the City reserves the right to retain up to five percent (5%) of the total cost of a project through the end of the one-year warranty period. This amount would be deducted from the payment made upon 100% completion of the work, and will be forwarded to the contractor at the end of one year unless extenuating circumstances with the property require that the City need access those funds during the warranty period.
3. Homeowner Signatures: With the exception of projects assigned to Sub-recipients, the Housing Coordinator has the primary responsibility of communicating with and securing the homeowner's signature on all documents, which they must execute during the course of any processes associated with this housing rehabilitation or repair procedure. Only in the instance of projects assigned to Subrecipients shall it be the responsibility of the Subrecipient to obtain the homeowner's signature on any document, otherwise IN NO EVENT shall it be the responsibility of the Contractor to obtain the homeowner's signature on any document.

G. Contractor Certification

Contractor will sign a certification stating he or she understands that all rehabilitation and repair work will be accomplished in accordance with locally adopted codes and that the City will enforce those codes.

H. Disputes

All questions and disputes of decisions between the Contractor and the Homeowner regarding rehabilitation and repair work or methods will be settled by the City of Hattiesburg's Housing Program Inspectors. In case of an un-resolvable difference of opinion between the Housing Program Inspector and Technical Inspectors regarding code issues, the City Building Official shall have final authority. Any code or construction issues not resolved by the City Building Official may be appealed to the Hattiesburg Contractors Board. All questions, disputes or decisions regarding financial or program issues will be resolved by the Housing Coordinator in conjunction with and subject to the review and approval of the Director or his/her designee. Further appeals may be made to the City of Hattiesburg CDBG/HOME Board of Appeals for a final decision.

XI. GENERAL

No person who is an employee, agent, consultant, officer, elected official or appointed official who exercises or has exercised any functions or responsibility with respect to CDBG or HOME activities who is in a position to participate in a decision making process or gain inside information with regard to CDBG or HOME activities, may obtain a personal or financial interest or benefit from a CDBG or HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

XII. RESPONSIBILITY AND AUTHORITY

The Community Development Manager, under the direction of the Director of Urban Development, has delegated authority and responsibility to administer the *Housing Rehabilitation and Housing Repair Grants Program* in accordance with the guidelines set forth above and subject to the restriction of applicable local, state, and federal laws, and the dictates of sound business judgment, prudence, and ethical conduct.

City of Hattiesburg MS
Department of Federal and State Programs
Single-Family Housing Rehabilitation Standard

	Section Title
1	Health & Safety
2	Site
3	Exterior Building Surfaces
4	Foundations and Structure
5	Windows & Doors
6	Roofing
7	Insulation and Ventilation
8	Interior Standards
9	Electric
10	Plumbing Systems
11	HVAC
12	Appliances

Mission and Housing Values

In our example specs, the developer's mission is "to eliminate neighborhood blight through renovation and demolition while providing low -income families with safe, secure and affordable homes."

The ranking of primary considerations from the program's mission is as follows:

1. Health and Safety
2. Performance and durability
3. Life cycle cost
4. Affordable operating cost
5. Balanced initial cost
6. Environmental impact
7. Historically sensitive exterior

Applicable Laws and Regulations

The developer intends to construct and maintain homes in full compliance with the following statutory and regulatory requirements:

- HUD Environmental Review
- Building Code: International Residential Code
- Housing Code: The local housing code
- Federal Housing Code: Housing Quality Standards
- Life Safety Code: Life Safety Code

- HAZMAT: HUD requirements for specific programs

The developer will seek guidance and strive to conform to the following codes if financial resources are available for a specific project:

- Accessibility: ANSI standards for accessibility by disabled residents
- HAZMAT: HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing
- Building Code: IRCC (version accepted by the local Building Codes Department)
- Exceptions: On a case-by-case basis, deviations from the minimum requirements of this standard will be permitted with approval of the appropriate local agency

1 Health & Safety

Contaminants	
Repair Standard	Minimum Life 5 yrs.
NA	
Replacement Standard	
All materials installed will meet the following standards to minimize the presence of Volatile Organic Compounds (VOC) and Formaldehyde: • All paints and primers must meet the most recent Green Seal G-11 Environmental Standard. Http://www.greenseal.org/certification/standards/paints_and_coatings.pdf • Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. http://www.aqmd.gov/rules/reg/reg11/r1168.pdf • All caulks and sealants, including floor finishes, must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District. • All particleboard components will meet ANSI A208.1 for formaldehyde emission limits, or all exposed particleboard edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation. All MDF edges will meet ANSI A208.2 for formaldehyde emission limits, or all exposed MDF edges will be sealed with a low-VOC sealant or have a factory-applied, low-VOC sealant prior to installation.	

Lead Based Paint (LBP)	
Repair Standard	Minimum Life 5 yrs.
For all houses constructed prior to 1978 - four (4) floors, two (2) window sills and two (2) window troughs (all randomly selected) plus a blank sample must be submitted to an EPA-accredited lead analytical laboratory and the dust samples must pass a dust wipe test for lead content as per the protocol in the HUD Guidelines. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work. See: http://www.hud.gov/offices/lead/lbp/hudguidelines/	

Replacement Standard	Minimum Life 20 yrs.
When stabilization of surfaces containing LBP is impractical, the most affordable solution for abatement of the component will be chosen. Walls containing LBP may be covered with drywall or gutted and replaced with drywall. Trim and other wood or metal components containing LBP may be removed and replaced with similar materials. Lead-safe work practices must be followed, and only certified abatement contractors used to perform the work.	

Asbestos	
Repair Standard	Minimum Life NA
Non-friable intact Asbestos materials that are not creating a hazard such as cementitious exterior wall shingles may be left intact and painted if appropriate. Asbestos-resilient floor tiles may be labeled as such and covered with underlayment and new resilient flooring.	
Replacement Standard	Minimum Life NA
Friable asbestos components, badly deteriorated cementitious shingles or deteriorated flooring will be removed and, if necessary, replaced with non-hazardous materials.	

Mold	
Repair Standard	Minimum Life NA
Any presence of mold is unacceptable and must be addressed per the National Center for Healthy Housing protocol "Creating a Healthy Home." http://www.nchh.org/Portals/0/Contents/FloodCleanupGuide_screen_.pdf	
Replacement Standard	Minimum Life NA
All carpeting, drywall or other gypsum-based wall coverings or any other non-structural components with mold present will be removed and replaced. The National Center for Healthy Housing protocol "Creating a Healthy Home" will be followed for remediation of structural components.	

Fire Safety - Egress	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life NA
Egress windows are required in all new sleeping and living areas unless other secondary means of escape requirements are met. The minimum dimensions for egress window clear openings are 20" wide by 24" tall, with a clear opening of 5.7 square feet. No bedrooms should be created in attics or basements unless Life Safety Code egress requirements are met.	

Fire Alarms	
Repair Standard	Minimum Life 5 years
Existing fire and smoke, and security systems that meet code will be repaired to operating condition.	
Replacement Standard	
Directly wired smoke detectors are required in hallways adjacent to sleeping areas and in all bedrooms.	

Carbon Monoxide (CO) Alarms	
Repair Standard	Minimum Life 5 years
Existing carbon monoxide detectors that meet code will be repaired to operating condition.	
Replacement Standard	
When atmospherically vented gas burning appliances, such as furnaces and water heaters, are present inside the dwelling, CO detectors are required in sleeping areas and immediately adjacent to fuel-burning appliances. CO detectors will be installed at a height defined in the manufacturer's instructions.	

2 - Site

Grading	
Repair Standard	Minimum Life 5 yrs.
When moisture problems exist that are the result of poor storm water drainage away from the building, the property will be re-graded for a distance of at least 10 feet away from the building will slope away from the structure at a pitch of at least 1 inch per foot.	
Replacement Standard	
Same as Repair Standard.	

Outbuildings	
Repair Standard	Minimum Life 5 yrs.
Unsafe and blighted structures, including outbuildings, will be removed if it is not financially feasible to complete the repairs required to make them structurally sound, leak-free, with lead hazards stabilized. Detached garages should have operable and lockable doors and windows.	
Replacement Standard	
No outbuilding replacement is permitted in this program.	

Fencing	
Repair Standard	Minimum Life 3 yrs.
If repairs are needed, replacing sections or limited components in kind is permissible if the budget permits.	
Replacement Standard	
Wholesale replacement of deteriorated fencing is not permitted.	

Paving and Walks	
Repair Standard	Minimum Life 5 yrs.
Essential paving, such as front sidewalks and driveways with minor defects, will be repaired to match. Tripping hazards greater than ¾" must be addressed. Non-essential, highly deteriorated paving, such as sidewalks that are unnecessary, will be removed and appropriately landscaped.	
Replacement Standard	
Un-repairable essential walks will be replaced per City Ordinance. Wood-framed, handicapped-accessible ramps are an eligible expense.	

Trees and Shrubbery	
Repair Standard	Minimum Life 5 yrs
Trees that are dead, dying, or hazardous will be removed. Removal will include cutting close to the ground, and grinding of the stump to 12 inches below the finished grade is permissible if the root system is interfering with the foundation.	
Replacement Standard	
Landscaping with trees and shrubbery is not an eligible expense.	

Lawn	
Repair Standard	Minimum Life 1 yrs.
Reseeding or installation of sod is not an eligible expense.	
Replacement Standard	
Reseeding or installation of sod is not an eligible expense.	

3 - Exterior Building Surfaces

Exterior Cladding	
Repair Standard	Minimum Life 10 years
Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of one continuous coat of primer and two continuous coats of finish paint, and no exterior painted surface will have any deteriorated paint. Buildings designated as historic will	

have existing wood siding repaired in kind. New exterior wood will blend with existing and will be spot-primed and top-coated in a lead-safe manner.
Replacement Standard
Buildings not designated as historic may have siding replaced with vinyl siding or cement board siding to match the existing configuration. If replaced, soffit material will be replaced to match or with vented/perforated vinyl. Adequate soffit ventilation shall be installed or maintained.

Exterior Porches	
Repair Standard	Minimum Life 5 years
Deteriorated concrete porches will be repaired when possible. Unsafe wood porch components will be repaired with readily available materials to conform closely to historically accurate porches in the neighborhood. Porch repairs will be structurally sound, with smooth and even decking surfaces. Deteriorated wood structural components will be replaced with preservative-treated wood.	
Replacement Standard	
Porches on building designated as historic will be rebuilt to conform closely to historically accurate porches in the neighborhood. Decks on non-historic porches will be replaced with 5/4" preservative-treated decking. Replaced railings will meet code. Replaced wood structural components will be preservative-treated.	

Exterior Railings	
Repair Standard	Minimum Life 5 years
Existing handrails will be structurally sound. Guard rails are required on any accessible area with a walking surface over 30" above the adjacent ground level. Sound railings may be repaired if it is possible to maintain the existing style. On historic structures railing repairs will be historically sensitive.	
Replacement Standard	
Handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above the adjacent ground level, and will meet local codes. Handrails and guard rails will conform to the style of similar components in the neighborhood. On historic structures new railings will be historically sensitive.	

Exterior Steps and Decks	
Repair Standard	Minimum Life 5 years
Steps, stairways, and porch decks will be structurally sound, reasonably level, with smooth and even surfaces. Repairs will match existing materials,	

Replacement Standard	
In non-historic structures wood decking may be replaced with 5/4" X 6" preservative-treated material and new steps will be constructed from nominal 2" preservative-treated wood.	

Exterior House Numbers and Mailboxes	
Repair & Replacement Standard	Minimum Life 5 years
All houses will have house numbers (clearly visible from the street, a minimum of 4" in height, and of a contrasting color clearly displayed near the front door), and a standard size mailbox, preferably wall-hung at the entrance.	

4 - Foundations & Structure

Firewalls	
Repair Standard	Minimum Life 5 years
Walls adjoining attached garages will be maintained without cracks and holes, with code required fire separation.	
Replacement Standard	
Same as above.	

Foundations	
Repair Standard	Minimum Life 15 years
Foundations will be repaired to be sound, reasonably level, and free from movement.	
Replacement Standard	
Complete foundation replacements are beyond the scope of the program.	

Structural Walls	
Repair Standard	Minimum Life 15 years
Structural framing and masonry will be free from visible deterioration, rot, or serious termite damage, and be adequately sized for current loads. Prior to rehab, all sagging floor joists or rafters will be visually inspected, and significant structural damage and its cause will be corrected.	
Replacement Standard	
New structural walls will be minimum 2" x 4", 16" OC. All exterior walls that are part of the building envelope (the air barrier and thermal barrier separating the conditioned space from the non-conditioned space) will be insulated with a minimum R-13 insulation and sheathed to code.	

Additions	
Repair Standard	Minimum Life NA
NA	
Replacement Standard	Minimum Life 60 years
New additions are acceptable only when – for health and safety and/or livability reasons – it is necessary to add additional space. Stamped plans must be submitted to the City Building Official for review and approval prior to bidding. All standards for Exterior Building Surfaces, Roofing, Windows and Doors, Insulation and Ventilation, Plumbing, Electrical, HVAC apply.	

5 - Windows and Doors

Interior Doors	
Repair Standard	Minimum Life 5 years
Baths and occupied bedrooms will have operating doors and lock sets.	
Replacement Standard	
Hollow-core, pressed-wood product consistent with the style of existing doors including a brass-plated bedroom lock set.	

Exterior Doors	
Repair Standard	Minimum Life 5 years
Exterior doors will be solid, weather-stripped and will operate smoothly. They will include a peep site, a dead bolt, and an entrance lock set.	
Replacement Standard	
Replacement doors at the front of the property for historically significant buildings will be historically sensitive. Steel, six-panel doors may be installed at entrances not visible from the front street and on the front of the property for buildings that are not historically significant. Dead bolt locks will be installed on all exterior doors keyed to match. All new doors will be weather-stripped to be air tight.	

Windows	
Repair Standard	Minimum Life NA
All windows will operate, remain in an open position when placed there, lock when closed and the open section will be covered with a screen.	
Replacement Standard	
Windows that are not repairable may be replaced and will meet the ENERGY STAR standard for this geographic region. http://www.energystar.gov/index.cfm?c=windows_doors.pr_anat_window Windows on key façades of historically sensitive properties will be wood of the style original	

to the building. New windows on other properties may be vinyl or aluminum and double-glazed.

6 - Roofing

Flat and Low-Slope Roofing	
Repair Standard	Minimum Life 2 years
Built-up roofing that is leak-free will be re-coated and flashing and accessories repaired if their minimum life is questionable.	
Replacement Standard	
Modified Bitumen is an approved roofing material for low sloped roofs.	

Pitched Roofs	
Repair Standard	Minimum Life 5 years
Missing and leaking shingles and flashing will be repaired on otherwise functional roofs. Slate, metal and tile roofs will be repaired when possible.	
Replacement Standard	
No more than 1 layer of roofing is permitted when a roof is replaced. Fiberglass, asphalt, 3-tab, class A shingles with a prorated 25-year warranty over 15-lb. felt with new drip edge on all edges.	

Gutters and Downspouts	
Repair Standard	Minimum Life 5 years
Gutters and downspouts must be in good repair, leak free and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	
Replacement Standard	
Gutters and downspouts will be installed and collect storm water from all lower roof edges. Concrete splash blocks will be installed to move water away from the foundation. The system must move all storm water away from the building and prevent water from entering the structure. In addition to positive drainage away from the building, outlets will be a minimum of 3 feet away from the foundation whenever there is a history of water problems.	

7 - Insulation and Ventilation

Bath Ventilation	
Repair Standard	Minimum Life NA
Smooth metal ductwork to the outside may be installed or repaired on existing bathroom fans that are operational but not properly ducted. Delay timer switches (set to an additional 20 minutes of run-time) for bathroom fans are an allowable expense.	
Replacement Standard	Minimum Life 10 years
Bathroom fans ducted to the outside using smooth metal ductwork and rated at a minimum of 80 CFM are highly recommended, as is a delay timer switch.	

Kitchen Ventilation	
Repair Standard	Minimum Life 2 years
Whenever possible, kitchens must have functional mechanical ventilation operating at a minimum 120 CFM. All ductwork will be heavy gauge galvanized metal, air tight with sealed seams. The installation of soffit to conceal ductwork is an allowable expense.	
Replacement Standard	
Same as the repair standard.	

Roof Ventilation	
Repair Standard	Minimum Life 5 years
1 square foot of free venting must be supplied for every 300 SF of area directly under the roof. The ventilation path must be free from obstructions and protected against access by rain, snow or pests. Ventilation shall be balanced between high and low vents to provide natural convective flow of air currents.	
Replacement Standard	
The venting requirement is the same as with the Repair Standard above with a strong preference for a combination of ridge vents, soffit vents.	

8 - Interior Standards

Interior Walls and Ceilings	
Repair Standard	Minimum Life 3 years
Holes, cracks and deteriorated and un-keyed plaster will be repaired to match the surrounding surfaces. All visual surfaces will be stabilized to minimize lead paint hazards using water-based paint.	
Replacement Standard	
When necessary plaster will be replaced by ½" gypsum board. Fire-rated assemblies will be specified on a project-by-project basis as required by local codes.	

Flooring	
Repair Standard	Minimum Life 3 years
Bathroom, kitchen and other water-susceptible floor areas will be covered with water-resistant flooring that is free from tears or tripping hazards. Damaged wood floor will be repaired. When existing deteriorated carpet is present over hardwood floors, the hardwood will be refinished whenever possible.	
Replacement Standard	
Baths will receive resilient sheet goods over plywood underlayment, and kitchens will receive resilient sheet goods. Whenever possible rooms other than kitchens and baths with existing wood flooring will be maintained as wood floors and refinished when appropriate. Rooms other than kitchens or baths without usable wood floors may be finished with carpet.	

Closets	
Repair Standard	Minimum Life 5 years
Existing closets with a minimum depth of 2 feet will be maintained in good repair and have a shelf and clothes rod.	
Replacement Standard	
New closets may be created if there is a significant lack of storage space and the budget permits. New closets will have a depth of 2 feet and include a shelf and clothes rod.	

Kitchen Cabinets and Countertop	
Repair Standard	Minimum Life 3 years
Kitchens will have a minimum of 10 feet of countertop with base and wall cabinets (or dishwasher) to match. Existing cabinets with hardwood doors and face frames may be repaired if in good condition. All cabinets will be sound and cleanable.	
Replacement Standard	
New kitchen cabinets will have plywood boxes. Cabinets will have hardwood doors and face frames. There will be a minimum of 10 lineal feet of post-formed countertop with corresponding base cabinets and wall cabinets. Corners in countertop designs are permitted if factory assembled. A drawer base (12" or 15") will be included in new cabinetry. A plastic laminate panel to match the countertop or a stainless-steel panel will be installed as a base cabinet to wall cabinet backsplash behind the range and extending 6 inches past the range on both sides, or if the range is in a corner along the side wall and trimmed with chrome metal edging.	

9 - Electric

Ground Fault Interrupter Circuits	
Repair Standard	Minimum Life 5 years
Non-functioning GFCIs will be replaced. Kitchen counter, bath and laundry receptacles within will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	
Replacement Standard	
Kitchen counter, bath and laundry receptacles will be replaced with a GFCI-protected receptacle or protected by a GFCI device to meet the IRC requirements adopted by Hattiesburg.	

Passage Lighting	
Repair Standard	Minimum Life 7 years
All lights and switches in hallways, stairs and other passages will be operable and safe.	
Replacement Standard	
All halls, stairs and rooms necessary to cross to other rooms and stairways must be well lit and controlled by a 3-way switch using concealed wiring. Attics must have utility light fixtures.	

Kitchen Electric Distribution	
Repair Standard	Minimum Life 5 years
Existing receptacles, fixtures and switches will be safe and grounded.	
Replacement Standard	
Permanently installed or proposed stoves, refrigerators, freezers, dishwashers and disposals, washers and dryers will have separate circuits sized to N.E.C. Two separate 20-amp counter circuits are required with each kitchen area.	

Interior Electric Distribution	
Repair Standard	Minimum Life 7 years
Exposed knob and tube will be replaced. Every room will have a minimum of one duplex receptacles, placed on each wall and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g. first floor above crawl spaces, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring will be free from hazard, and all circuits will be properly protected at the panel. Exposed conduit is allowed. Bedrooms receptacles will be protected by an Arc Fault breaker. There must be one electrical receptacle at the service panel.	
Replacement Standard	
When a room's wall finishes are removed, it will be rewired to the latest version of the National Electric Code.	

Service and Panel	
Repair Standard	Minimum Life 10 years
Distribution panels will have a main disconnect, at least 10 circuit-breaker-protected circuits, a 100-amp minimum capacity and be adequate to safely supply existing and proposed devices.	
Replacement Standard	
200-amp service with a main disconnect panel containing at least 30 circuit breaker positions.	

10 - Plumbing System

Drain, Waste, Vent Lines	
Repair Standard	Minimum Life 1 year
Waste and vent lines must function without losing the trap seal.	
Replacement Standard	
When walls are removed exposing vent and waste lines those lines will be reworked to the current IRC.	

Plumbing Fixtures	
Repair Standard	Minimum Life 3 years
All fixtures and faucets will have working, drip-free components. Toilets with greater than a 1.6 GPF rating will be replaced with a maximum 1.28 GPF model.	
Replacement Standard	
Single lever, metal faucets and shower diverters with 15-year, drip-free warranty and maximum 2.0 GPM flow. White ceramic low-flow toilets (1.28 Gal), double bowl stainless steel sinks, and fiberglass tubs with surrounds.	

Plumbing Minimum Equipment	
Repair Standard	Minimum Life 3 years
Existing equipment will be repaired to conform to the Housing Quality Standards.	
Replacement Standard	
Every dwelling unit will have a minimum of one single bowl sink with hot and cold running water in the kitchen and at least one bathroom containing a vanity with a sink, and a shower/tub unit, both with hot and cold running water, and a toilet.	

Water Heaters	
Repair Standard	Minimum Life 7 years
Each housing unit will have a working water heater less than 3 years old with a minimum capacity of 40 gallons if it is gas-fired or electric. Gas water heaters more than 3 years old may be repaired if it is clear that a repair will make it operable.	
Replacement Standard	
All units will have a minimum 40-gallon, gas-fired or electric water heater with a 5-year warranty installed to the IRC.	

Water Supply	
Repair Standard	Minimum Life 10 years
The main shut off valve must be operable and completely stop the flow of water to the house. All fixtures must be leak-free and deliver sufficient cold water and, where applicable, hot water.	
Replacement Standard	
The main shut off valve must be operable and completely stop the flow of water to the house, and should be replaced if it does not. Lead and galvanized pipe that is part of the water service or the distribution system will be replaced with copper. All fixtures will have brass shut off valves. A minimum of one freeze-protected exterior hose bib is required.	

11 - HVAC

Air Conditioning	
Repair Standard	Minimum Life - NA
Non-functioning, non-repairable air conditioners will be removed and drained of all CFCs. Existing central air conditioning will be inspected, serviced and refurbished to operate safely.	
Replacement Standard	Minimum Life 20 years
New HVAC systems will have air conditioning ($\geq$ 14 SEER)	

Chimney Repair	
Repair Standard	Minimum Life NA
Unused chimneys will be removed to below the roof line wherever roofing is replaced unless	

the house is in a Historic District or on the National Register. Unsound chimneys will be repaired or removed unless the house is in a Historic District or on the National Register. When chimneys must be used for combustion ventilation, they will be repaired.	
Replacement Standard	Minimum Life NA
The creation of new flues is not recommended in this program. The use of high efficiency closed combustion appliances is recommended to avoid the need for new flues. Replacement furnace flues, when required, will be metal double- or triple-walled as recommended by the furnace manufacturer.	

Distribution System	
Repair Standard	Minimum Life 5 years
Duct work will be well supported, insulated in unconditioned space and adequate to maintain 68°F measured 36" off the floor when the outside temperature is the average yearly minimum, in all habitable and essential rooms. All duct work will be insulated to R-7, sealed at all seams.	
Replacement Standard	Minimum Life 25 years
All duct work will be insulated to R-7, sealed at all seams.	

Heating System	
Repair Standard	Minimum Life 5 years
Workable existing heating systems will be inspected and serviced to operate in a safe manner.	
Replacement Standard	Minimum Life 25 years
Gas-fired heating plants will be rated at $\geq 92\%$ AFUE or better. Heat pumps will be rated at ≥ 14 SEER.	

12 – Appliances

Kitchen Appliances	
Repair Standard	Minimum Life 3 years
All units will have a working and cleanable range. If there is an existing dishwasher in working and cleanable condition, it may be retained with minor repairs.	
Replacement Standard	Minimum Life 15 years
All redesigned kitchens will have ENERGY STAR-labeled appliances.	

CONTRACTOR'S SPECIFICATIONS LISTING**CITY OF HATTIESBURG – URBAN DEVELOPMENT/COMMUNITY DEVELOPMENT DIVISION****Site Work (4)**

906	FLATWORK – SIDEWALK, REMOVE, HAUL AND REPLACE: Remove concrete slab and haul away from site. Compact are for placement of concrete. Form and pour reinforced concrete slab. Concrete shall be 4' thick, 2,500 PSI. Smooth surface, brush finish, edge trowel at form, expansion joints and control joints @ 10' center. Include 6'x6'x 10# wire mesh and dowels at existing flatwork.	SF
965	DRIVEWAY COMPLETE- CONCRETE: Excavate, level and compact to 85% subgrade. Form, pour and broom finish a 4-inch, 3000 psi, concrete driveway and apron. Provide #10 welded wire mesh, expansion joints at 10' intervals, and a broom finish surface that directs water away from the building. Remove all forms, re-grade and spot seed.	SF
9754.1	REGRADE AT FOUNDATION AND SEED: Mow yard 4' out from structure with a bagging mower as low as possible. Install 5" of top soil at foundation graded out 4' from foundation to 1 ". Tack, straw, fertilize and seed area. Install 3' high barricade of string on 1" x 1" stakes to establish lawn.	SF
9763.1	BARE SOIL-SOIL REPLACEMENT - SOD AREA: Dampen dry bare soil. Remove and dispose of the top 4" of soil in the areas indicated on the plan or noted otherwise. Disposal of removed soil must be in accordance with state and EPA guidelines. Spread 1" of peat and manure and till into 4" depth. Bring In clean topsoil and spread evenly to replace all removed soil. Fertilize and sod area. Install a 3' high barrier of marking tape or string on 1' x 1' stakes to establish lawn.	EA

Demolition & Disposal (5)

707	DEMO CABINETS: Remove kitchen or bathroom cabinets by withdrawing fasteners to minimize wall damage. Remove debris from site and haul to a legal landfill. Vacuum wall and floor surfaces.	LF
710	DEMO NON-BEARING PARTITION: Remove partition including plaster/drywall, lath, framing members, fixtures, wiring, and mechanical runs. Dispose of in code legal dump.	LF
735	DEMO, INTERIOR DRYWALL, PLUMBING, ELECTRIC, FLOOR FINISHES & HAULING: Remove all Interior plumbing and electrical fixtures, rough-ins, cabinets, and wall finishes to studs including all floor finishes. Remove all insulation. Debris to be removed from site. Building to be left broom clean.	SF
745	DEMO, CHIMNEY, INCLUDE NEW FRAMING: Demo chimney to below first floor line. Frame existing chimney opening with rafters to match existing and sheathing to match existing thickness. Install 30# felt paper over sheathing to prevent water intrusion. Frame opening at ceiling Joist with joist to match existing size using joist hangers where necessary. Frame existing chimney opening at floor joist with joist to match existing using Joist hangers where necessary. Patch flooring by tooting existing flooring and Install flooring to match existing with no joints within 6" of another. Haul all debris from job site.	EA

Demolition & Disposal (5) - continued

750	DEMO· OUT BUILDING OR SHED: Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.	SF
786	DEMO/DISPOSAL OF ATTACHED STRUCTURE: Demolish and remove from the site, to an approved disposal area, all elements of the structure from roof to foundation to a level 4" below finished grade. The contractor shall protect and secure from damage all other structure, sidewalks, paved areas, shrubbery, lawn areas and other property of the homeowner. Damage to such property of the homeowner and neighboring properties shall be repaired or replaced to the satisfaction of owner without additional expense. Install 4" of topsoil, grade and seed to eliminate all evidence of the demolition work.	SF
793	DEMO· TRASH HAULING· DEBRIS REMOVAL: Haul all trash/debris from jobsite on a routine basis. No trash will be allowed to accumulate in building or around the exterior of the building and stand for long periods of time. Trash should be dumped at an approved dump site licensed for construction debris. Building should be kept broom clean at all times and free of work hazards. Dumpsters are permitted, but should be clear of all public access. Foundations, Concrete & Paving (6)	AL

Foundations, Concrete & Paving (6)

896	FOUNDATION, HOUSE, STRAIGHTEN WITH FOOTINGS, PIERS AND SILLS: Shore and straighten structure as close as possible. Replace defective piers, footers and sills. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" deep reinforced concrete footings matching existing height. Sills to be treated 6" x 6" with notched joints occurring at piers. Approx. LF of sill and approx. # of piers:	LF
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Masonry (7)

1106	MASONRY· PARGETTING AND BOND WALL: Prepare surface by: cleaning with brush, removing all loose and deteriorated mortar; resetting loose foundation components and filling voids with masonry cement. Trowel a continuous 3/8" coat of fiberglass reinforced surface bonding mortar per manufacturer's specifications.	SF
1115	MASONRY· PIER -REPAIR TO MATCH EXISTING: Repair pier with matching materials to match as close as possible. CMU, brick or other (as approved by owner) shall be laid on existing sound concrete or brick footings. Pier should fit firmly under existing sill/beam.	EA
1121	MASONRY· PIER· CMU BLOCK PIER· REPLACE: Shore and straighten structure as close as possible. Replace defective piers, footers. Piers to be 8" x 8" x 16" CMU with mortar joints set on 24" x 24" x 12" reinforced concrete footings.	EA

	Piers should be firmly under existing sill/beam using solid shims as necessary (wooden shims not allowed).	
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Masonry (7) - continued

1170	MASONRY· BLOCK WALL REPAIR· MATCH EXISTING: Remove damaged block and patch wall by toothing damaged block and mortar. Install new CMU to match existing with match mortar joints at all sides of new block. Fill new CMU cells with mortar if possible. Clean patched area and paint area to match adjacent areas. Clean and remove all debris from job site.	SF
1230	MASONRY· REPOINT: Tuck point masonry. AU masonry joints found to be loose, weak, cracked or structurally defective to cut out to a minimum of 5/8" or until sound surface is reached. Flush all joints clean with water or compressed air and repaint using a prepared cement base mortar, matching existing mortar as color and joint as close as possible. Clean all surfaces of masonry mortar stains when finished.	SF
1235	BRICK WALL REPAIR: Remove damaged brick and tooth replacement brick into wall. Match brick and tooling as closely as possible.	SF
1330	CHIMNEY--REPOINT: Repair chimney above roof area by cutting out mortar at least 1/2", removing all loose material. and repainting using portland cement mortar. Saturate joints with water before applying mortar. Match color as closely as possible. Replace all missing and defective materials with matching materials. Clean mortar and other debris from adjoining surfaces and gutter.	SF

Framing (8)

2210	FRAMING· BEAM--DOUBLE 2"x10": Shore location as necessary to remove any existing beam and framing. Install a double 2"x10" beam, level, crown up and all necessary framing to secure beam. Use S4S SYP lumber to create beam. Nail each end of beam with three 16D nails and stagger nails at 16" on center through remainder of beam. Beam to sit firmly against supporting members. Nail beam to all remaining and new framing.	LF
2232	FRAMING - BEAM, WOOD, LOAD-BEARING 6" X 6" TREATED SILL: Install new load-bearing 6" X 6" treated wooden beam. Beam to be sized and Installed according load and code requirements. Anchor beam to supporting Framing members bearing on sound pier/fooling foundation. Any Joints in sill must fall on new or existing piers to match existing. Re-nail all joists to new beam or use joist hangers when necessary.	LF
2457	FRAMING-REPAIR/REPLACE -DETERIORATED STUDS: Repair or replace deteriorated studs. Stud size to match existing studs. Sister (scab) new studs next to damaged studs by staggering nail pattern using 16d common nails every 16". New studs to sit firmly against top and bottom plates with nail at three sides. Replace any damaged or rotten top and bottom plates or door and window headers. All headers to meet code requirements.	LF
2463	FRAMING, WALL, BEARING - EXTERIOR 2x2 – 12 FT CEILINGS: Frame bearing wall with 2"x4' #2 SYP studs at 16" O.C. with double 2"x4" full width top plates and single 2"x4" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2-2"x8" with 1/2" ply woods sandwiched between. Use cripple jacks from bottom plate to header and from header to top plate. Where openings exceed 36",	LF

	use minimum of double 2"x10" stock with 1/2"x91/2" plywood sandwiched between for header. Use cripple jacks from bottom plate to header and from header to top plate.	
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Framing (8) - continued

2464	FRAMING-WALL, BEARING - EXTERIOR 2" 6": Frame bearing wall with 2" x 6" #2 SYP studs at 16" O.C. with double 2" x 6" full width top plates and single 2" x 6" bottom plate. Secure wall to walls, floor and ceiling using 3" nails or screws into framing, and tie downs for 130 mph wind zone. Where openings under 36" are to be included, install header constructed of 2 -2"x 8" with 2"x 6" on top and bottom of header nailed into each header piece. Use cripple jacks from header to bottom plate and header to top plate. Where openings exceed 36", use minimum of double 2"x10" stock with 2" x 10" lumber on top and bottom of header nailed into each header piece. Use cripple jacks above header to top plate and cripple jacks from bottom plate to under header.	LF
2466	FRAMING, WALL, 2" x 6": Frame new wall with 2" x 6" #2 (standard or better) studs at 16" O.C. with double 2" x 6" full width top and 2" x 6" bottom plate. Secure new wall to existing walls, floor, and ceiling using 3" nails or screws into existing framing or newly installed nailers. Where openings under 36" are to be included, install header constructed of (2) 2" x 6" with 1/2" x 5-1/2" plywood sandwiched between or 4x or per code. Use cripple jacks from header to bottom plate and from header to ceiling plate. Where openings exceed 36", use minimum of (2) 2" x 8" with 1/2" x 7-1/2" plywood sandwiched between or 4" x 6" stock for header. Include all necessary tie downs and strapping per code.	LF
4403	ROOF RAFTERS, BRACE (SCAB), FULL LENGTH, MATCH SIZE: Install rafters to brace roofing structure (scabs). Extend new rafter member the full length of defective/damaged rafter. New rafters to match existing size. Nail to existing rafter at each end using three 16d nails and every 32" O.C. staggering nails. All new members to run full length without joint where abutting headers, use joist hangers. Installation to be per code.	LF
4425	RAFTER-REPLACE RAFTER TO MATCH EXISTING: LF Dispose of roofing and defective rafter. Install a pine rafter, sized to match existing roof rafter, crown up, from ridge board to fascia. Re-nail sheathing to new rafter with nails long enough to penetrate rafter at least 2".	LF
4430	RAFTER TAIL -REPAIR: Remove damaged rafter tail and dispose. Install a new matching rafter tail into existing overhang area and fasten to roof sheathing and existing rafter. Cut damaged rafter into attic area if necessary. Repair any damage caused during installation. Prime and paint to match existing with high grade exterior latex paint.	EA
4439	ROOF - REFRAME WITH PITCH, INCLUDING SHINGLES: SF Remove all roofing and roof framing down to wall plates if necessary. Haul all debris from site. Install new pitched gable roof (match existing pitch). Rafters, joists, framing, and tie downs to be per code. Install 1/2" plywood CDX sheathing or 7/16" QSB. 151b saturated felt, style "A" roof edging at entire perimeter, all flashing to any vertical surfaces, galvanized flashing at valleys and 30-year self-sealing shingles. Overhang to be a minimum of 1'-0" or match existing, same style as house. Replace all removed attachments. Provide a minimum 1-year contractor warranty and furnish manufacturer warranty.	SF

Framing (8) - continued

4756	SOFFIT & FASCIA, WOODEN, REPAIR, REPLACE TO MATCH EXISTING: Replace all broken, deteriorated soffit & fascia with treated lumber to match existing. All soffit to be exterior grade (B,C or better) plywood to match existing thickness or 1x lumber to match existing. All new fascia to be S4S pine to match existing size and thickness. Include replacing any deteriorated framing (lookouts, wall band, rafter tails, etc.) using lumber to match existing. Bottom edge to be straight line matching existing. All nails to be galvanized.	LF
2875	WINDOWS- WOOD SASH • SINGLE GLAZED: Remove existing stops, windows and sash balances. Prepare frame and install new single glazed wood sash into existing frame. Install new sash weights and cords or new sash balances, all wooden trim, stops, guides and weather stripping, ready for paint. Locations:	EA
2880	WINDOWS- REPLACE, WOOD, DOUBLE HUNG, MATCH EXISTING: Remove stops, windows and sash balances. Prepare frame, provide and install new glazed wooden sash into existing frame, new spring sash weights or balances, all wood trim, stops, parting strips, guides and weather stripping, ready for paint. Paint inside and outside of the new sash with two coats of high grade exterior latex paint. Color to match as close as possible to existing.	EA
2915	WINDOWS- REWORK/REPAIR EXISTING- MODIFY FRAME: Remove existing wooden window frame and sash. Rework/repair existing frame to shorten frame height. Configure new frame height to allow approximately 2" from window frame apron and interior finish (counter top, cultured marble, ceramic tile, etc.) in kitchen or bath. Install reworked frame into existing opening. Install necessary framing below frame and tooth in exterior siding to match existing siding and adjacent finishes. Toothed joints in siding to be no less than 16" apart. Rework wooden sash and install into frame with all stops, pulleys, sash balances and parting strips. Install salvaged interior casing or new casing to match existing including apron and stool. Repair all interior damage during installation to match adjacent area.	EA
2930	WINDOWS-ALUM SGL HNG/DBL GLZ •LOWE- REPLACE: Replace windows with aluminum single hung double glazed, low-e, windows. In siding Installation, cut straight cuts around old window to remove. Install self-adhesive modified bitumen flashing around each opening extending from inside wall surface to a minimum of 2" under exterior finish. Siding cut for Installation must be toothed so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and siding. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.	EA
2932	WINDOWS- LOWE • ALUMINUM REPLACEMENT, INTO EXISTING FRAMES: Remove existing window sash, hardware, parting strips and stops. Replace windows with new divided lite aluminum. Low - E, single hung double-glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all Junctions of window and Install any stops necessary for proper installation. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.	EA

Framing (8) - continued

2933	WINDOWS - LOWE • VINYL REPLACEMENT INTO EXISTING FRAMES: Remove existing window sash hardware, parting strips and stops. Replace windows with new divided lite vinyl, Low - E, single hung double-glazed replacement windows into the existing wooden frames. Color tone to be determined by owner. Caulk all junctions of window and install any stops necessary for proper installation, Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes and paint all new materials to match existing. Remove debris and glass from site immediately.	EA
2968	WINDOWS- MATCHING, INSTALL IN EXTERIOR WALL: Install new window unit into exterior bearing wall. Window to match existing window units in type, size and color including aluminum, vinyl and wooden units. Cut opening and install header and all framing. All headers to be 2" x 10" with 1/2" x 9-1/2" sandwiched between members. Windows are to be properly flashed into existing exterior wall. All trim surfaces inside and outside to match existing. Repair all surfaces inside and out to match existing. All siding must be toothed in and no joint within 16" of another. Prime, caulk and paint to match existing.	EA
2980	WINDOW- VINYL SGL HNG DBL GLZ • LOWE: Replace windows with new vinyl, single hung, double glaze, low e, color tone windows of the same sizes of existing. In siding installation, cut around window to remove old window. Install 4 mil visqueen or impregnated felt wrap around each opening extending from inside wall surface to a minimum of 2" under existing finish. If structure has exterior siding finish, any siding cut for installation must be "toothed" back in with siding so joints are staggered. Stucco finishes should be blended to match existing. Caulk all junctions of window and any new material added. Contractor to measure and verify all sizes and color before ordering windows. Repair all interior and exterior finishes affected by window change to match adjacent finishes, and paint all new material to match existing. Remove debris and glass from site immediately.	EA
3186	DOOR - EXT. - PRE-HUNG STEEL- 6 PANEL W/LOCKS • NEW: Install a new 3'-0" x 6'-8" x 1-3/4" exterior, six panel steel clad door unit complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, peep hole and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.	EA
3188	DOOR • EXT. - PRE-HUNG STEEL W/ SUNBURST LITE WITH LOCKS: Install 3'-0" x 6'-8" x 1-3/4" exterior steel-clad door with star burst lite at top. Unit should be complete with integral jamb, interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold, and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation.	EA
3210	DOOR - STORM DOOR--ALUMINUM: Install a new aluminum combination storm and screen door with white baked enamel aluminum finish and closer. Door to be hung into existing door frame.	EA

Framing (8) - continued

3250	DOOR • INSTALL IN EXTERIOR WALL: Install exterior door unit in exterior bearing wall. Cut opening and install header and all framing. Headers in exterior walls to be double 2" x 10" SYP lumber with 1/2" x 9-1/4" plywood sandwiched between supported by 2x opening studs on each end of header. Install a new 3'-0" x 6'-8" x 1-3/4" exterior steel-clad door unit complete with Integral jamb, Interior and exterior trim, magnetic weather stripping, keyed entry lockset and single cylinder dead bolt lock, sill, threshold and 3 pair of butt hinges. Unit to be installed plumb with minimum 1/2" clearance between jamb and trimmer for adjustment and insulation. Repair all surfaces in and out to match existing. Repair any damage caused during installation to match existing.	EA
9522.1	EXTERIOR DOOR-STABILIZE & ADJUST: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Plane exterior door edges and adjust hasp and strike plate to minimize door/jamb friction. Wet scrape door jams and trim. Clean and de-gloss with detergent solution. Rinse to neutral and allow to dry. HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex.	EA
9532.1	EXTERIOR DOOR--REPLACE WITH METAL PREHUNG • LEAD PROTOCOL: After establishing any required floor containment with polyethylene sheeting, wet mist, remove wrap in polyethylene sheeting and dispose of door, frame and casing. Install a pre-hung, insulated, 4-panel, metal skinned door including magnetic weather stripping, interlocking threshold, wide angle peep site, dead bolt and entrance locksets. Re-trim opening with 1" x 6" casing and brick molding. Prime and prep all wood with premium acrylic latex.	EA

Siding & Stucco (11)

2566	SIDING -1/2" X 8" HARDI-PLANK WITH SHEATHING: SF Prepare surface by removing, existing siding if necessary, nails, repairing or removing sheathing. Install 1/2" x 8" factory primed smooth fiber cement siding on entire body of structure over newly installed 1/2" CDX sheathing as per code, including 2x preservative treated or solid Hardi corner boards and trim, with double dipped galvanized or stainless-steel fasteners. Install TYVEK or equal to sheathing before installing siding. Multiple small pieces not permitted. Caulk end joints. Hardi-plank butting wood should be gapped 1/8-inch and caulked, Hardi-plank butting cementitious trim should be gapped 1/8-Inch and caulked. Repair and prime all scraped and damaged areas using factory recommended primer. All Installation to follow manufacturer's specifications. Siding lap to match any existing siding or lap to be no more than 6'.	SF
1040	PORCH• PORCH STEP. PRECAST CONCRETE WITH LANDING & RAILING: Install a 4' wide, entrance stairway with a 4' deep platform on a reinforced 4" concrete slab/footing including railing. Rise and run and railing shall be installed to code.	EA
3460	PORCH • DECK JOIST - 2"X 8" PTP: Install 2"x 8" pressure treated pine joist, at existing height, crown up. Joist to sit on treated load bearing beam and nailed. Use joist hangers as necessary for support at existing structure or as necessary.	LF

Siding & Stucco (11) - continued

3465	PORCH • DECK - TONGUE AND GROOVE - REMOVE AND REPLACE: Shore porch roof framing to allow floor removal. Remove damaged/deteriorated porch deck flooring. Install 5/4" x 4" treated pine tongue and groove decking to existing joists with, concealed galvanized nails. Install metal wall flashing under siding to prevent water intrusion at wall intersections. Prime new decking on all sides prior to installation with high quality oil-based primer. Paint deck with two coats of high-grade porch and deck enamel. Touch up all affected surfaces to match existing. Owner to select color of deck paint.	SF
3466	PAINT- PREP & PAINT WOOD FLOOR: Scrape and rough sand with 80 grit paper and a sanding stick, entire floor/porch deck. Vacuum and tack rag surface. Prime floor and apply two coats owner's choice of premixed pigmented polyurethane floor finish, per manufacturer's recommendations.	SF
3466.1	PAINT- PREP & PAINT WOOD FLOOR. LEAD PROTOCOL: After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all loose paint with curved and flat draw scrapers. Wash with detergent solution, rinse, allow to dry and HEPA vacuum and tack rag surface for paint chips, dust and debris. Spot prime and caulk with a 25-year siliconized acrylic caulk. Prime floor and apply two coats owner's choice of Elastomeric Latex pigmented floor and deck finish, per manufacturer's recommendations.	SF
3486	PORCH, POSTS, REPLACE WIWRAPPED POSTS: Shore up porch and replace deteriorated porch posts. Replace with new posts as follows: Posts are to be square and of a dimension to coincide with the soffit overhead. Use 4"x4" rough posts encased on four sides with clear treated pine or C and better pine. Top and bottom of all columns to have 1x treated base mitered at all corners. All joints and perimeter edges to be sanded smooth and all galvanized nail heads are to be set, filled, and sanded. Prime and paint new posts with two coats paint. Seal all knots with Kilz before painting.	EA
3505	PORCH CEILING- T&G: Dispose of damaged/deteriorated tongue and groove ceiling material. Secure any loose elements and provide backing for new installation of new sections. Install matching material as closes as possible to existing in width and thickness. Lock tongue of new boards securely into existing grooves. Face nailing permitted only where original ceiling is race nailed. Set and fill all visible nail heads. Finish new wood to match existing.	SF
3515	PORCH - RAIL REPAIR- WOOD: Replace missing or defective handrail to match existing. Use clear treated lumber, treated balusters to match existing, treated support posts and treated railing with same size stock. Nail all new railing with galvanized nails or deck screws for use in treated lumber.	LF
3525	PORCH – HANDRAIL/GUARD RAIL--WOOD, REPLACE: Remove existing rail and dispose off-site. Install new railings as follows: Top rail to be 2 x 4 with top beveled from center to edges for water shed. Bottom rail is to be 2 x 3 with the top edge chamfered. Spindles are to be 1 1/8" x 2" x 36", spaced so that a 4" diameter sphere will not pass through the opening, attached to a 1 x 2 wood strip for anchorage to the top and bottom rails. Guard railing height to be at least 36" above finished floor. All materials are to be pressure treated. All joints and perimeter edges to be sanded smooth and all galvanized nail heads to be set, filled and sanded. Seal all knots with before painting.	LF

Siding & Stucco (11) - continued

3531	PORCH • HANDRAIL/GUARDRAIL • WROUGHT IRON • EXTERIOR: Dispose of any existing rafting. Install a black, wrought iron handrails and guardrails of bar stock wrought steel with solid 1/2" x 1/2" balusters. Guard rail height to be a minimum of 36-inches above finish floor and handrails to be 34" to 38" above nose of stairs. Pickets will be spaced so that a 4-inch diameter sphere will not pass through the opening. Bolt securely in wall and door with lead shielded lag bolts and caulk all penetrations. Embed in concrete in ground when servicing steps. Touch up paint.	LF
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Insulation & Conservation (16)

4905	INSULATION, BATTS, R-13 • 2x4 WALLS & AIR SEAL: Install 3-1/2" fiberglass bait insulation to all exterior walls to roof line. All spaces within framing to be filled with insulation, e.g. corners, outlets, switches, partition leads, around windows etc. Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. Seal all penetrations created by plumbing, gas lines electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frame - use special care on large sliding-glass doors and vinyl-framed windows: do not use expansive foam on these areas. Take care to seal all joints without excess sealant.	SF
4926	INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly Insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Coming or equal. Approximate square feet and location(s):	SF
4927	INSULATION· ATTIC-R30 CELLULOSE· BLOWN-IN & AIR SEAL: Prepare attic space by covering personal items and installing fire slop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if> 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with Fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF

4928	INSULATION- ATTIC - R-30 FIBERGLASS BLOWN N & AIR SEAL: Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the Indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF
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Insulation & Conservation (16) - continued

4935	ATTIC R-30 CELLULOSE: After Air Sealing (Spec# 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose Insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase Insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.	SF
502	ROOF- REPLACE TORCH DOWN: Remove roof down to sheathing and replace all defective sheathing with equivalent material. Install a new "torch down" type roof with all necessary flashings. Application to be in accordance with manufacturer's specifications and to comply with applicable building codes. Replace all drip edge flashing, wall flashing and vent collars with accepted flashings made of galvanized steel or aluminum. Remove all debris from roof and yard. Provide a manufacturer warranty to homeowner.	SQ
4564	ROOF, PITCHED W/SHEATHING AND 30 YEAR SHINGLES: Remove all layers of shingles down to spaced 1x. Inspect rafters for deterioration and notify owner of condition. Install new 1/2" CDX plywood or 7/16" OSB sheathing on entire roof. Ridge, edges and valley lines to be straight with no sag. Apply drip edging at entire perimeter and install flashing at any vertical surfaces. Replace all items removed for installation and touchup all surfaces. All valleys to have galvanized flashing. Install one layer of 15lb saturated felt and Class "A" type fiberglass 30-year self-sealing shingles. Approximate square feet of area to be roofed:	SQ
4580	ROOF • REPLACE SHINGLES WITH 30 YEAR SHINGLES: Remove all roofing down to sheathing. Notify owner of any defective sheathing. Install new flashing at all valleys and vertical Intersections with walls or masonry. Install 15 LB saturated felt and 30-year, self-sealing shingles with 6-nails per shingle and drip edge at entire perimeter. Replace all roof jacks at pipes extending through roof. Replace any attachments that were removed such as vents and flashing. Provide manufacturer's warranty and remove debris from site.	SQ

4581	ROOF, VENTS, WIND TURBINE: Install roof venting wind forced Turbine type (jacks) to provide attic ventilation per code requirements. Vent jacks to be placed in straight line parallel to ridge within top one third portion of roof/ridge area. All holes to be cut accurately and vents to be flashed and sealed properly according to manufacturer/trade procedures. Protect roof from all damage during installation.	EA
4591	ROOF, REPAIR SHINGLES, PITCHED: Repair roof. Remove all damaged/deteriorated shingles and replace with new to match existing as close as possible. Notify owner of any problems with base. Install new felt into damaged area lapping at all sides. Remove all debris from job site.	SF

Insulation & Conservation (16) - continued

4594	ROOF- REPLACE RIDGE TILE - MATCH EXISTING Remove all deteriorated/damaged ridge tile and dispose. Replace all missing or damaged roof ridge tile with tile to match existing. Fasten ridge tile with galvanized nails long enough to penetrate ridge board a minimum of 1-1/2" without damage or cracking replacement tiles.	EA
4602	GUTTERS, 4.5", PRE-FINISHED ALUMINUM WITH DOWNSPOUTS – NEW Remove gutters and downspouts from structure and the site. Install new 4.5", seamless, prefinished aluminum "K" minimum .027 Gage, or vinyl gutters and downspouts with all required ells, miters, hangers and other accessories to insure proper anchorage and proper drainage of all roof surfaces. Slope gutters to downspouts 1/16" per foot minimum with at least one downspout every 30' and provide basket strainers to top of all downspouts.	LF
4605	DOWNSPOUT- REPLACE TO MATCH EXISTING: Replace damaged downspout with new downspout of same type. Secure to structure every 6'-0" using galvanized straps and approved fasteners or screws of sufficient length to penetrate wood for 2/3 length of screw. Secure to outlet with metal screws. Apply treatment to galvanized metal to remove oxide so metal type primer will adhere. Prime and paint downspout to match existing if required.	LF
4606	GUTTERS & DOWNSPOUTS, SECURE TO STRUCTURE Secure loose gutters and downspouts to structure. All joints in gutters to be sealed using non-hardening sealer. Hang gutters tight against fascia area and fastened with galvanized gutter spikes at 30" O.C. Downspouts to be fastened to gutter outlets with corrosion resistant screws and fastened to structure at 6'-0" intervals with straps and screws. All gutters to slope to downspouts. Maximum gutter length per downspout no more than 30'-0". Any surface affected by installation to be repaired to match adjacent, including roof.	
5743.1	PAINT- EXTERIOR TRIM Prepare, prime and paint all exterior trim which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry, other than body of dwelling (Siding, Stucco). Secure any loose trim. Scrape and sand all surfaces to remove all loose/flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters, house numbers, etc., so items may be back-painted and structure prepped and painted behind same and reinstall. Remove all loose	SF

	deteriorated window putty and re-putty. Seat all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate exterior wood primer and apply high quality exterior finish coating of owner's choice of up to two standard colors.	
5744	PAINT--EXTERIOR SIDING AND TRIM Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose, flaking paint and to feather out all old paint edges. Old paint will not be completely. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc., so items may be back-painted and structure prepped and painted behind same, reinstall. Remove all loose deteriorated window putty and re-putty. Seal all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.	SF
5744.1	PAINT-EXTERIOR SIDING AND TRIM. ELASTOMERIC PAINT. LEAD PROTOCOL Prepare, prime and paint all exterior trim and siding which shall be described as all exterior painted surfaces, sheet metal, wood, concrete, masonry. After establishing any required ground containment with polyethylene sheeting, moist defective paint area with water to the point of saturation. Aggressively wet scrape all loose paint, caulking and glazing with curved and flat draw scrapers. Feather edges with a wet 100-grit sponge sanding block. Wash with detergent solution, rinse, allow to dry and HEPA vacuum all paint chips, dust and debris. Prime, caulk with 25-year siliconized acrylic and top coat with premium elastomeric acrylic latex. Secure any loose trim and replace any damaged siding boards to match existing. Scrape and sand all surfaces to remove all loose/flaking paint' and to feather out all old paint edges. Caulk/patch cracks, holes and small splits. Remove all unused attachments (screws, nails, etc.). Remove all removable exterior attachments such as downspouts (unless welded), shutters house numbers and etc., so items may be back-painted and structure prepped and painted behind same. reinstall. Remove all loose deteriorated window putty and re-putty. Seat all cracks with putty. Use oil base glazing putty for all glass (spackle not permitted). Do not allow paint on sliding window track areas. Use linseed oil on any bare wood track surfaces. Service all double hung lower windows to open, close and lock. All upper windows still operating shall be left operable. Notify owner of any non-working locks. Prime with appropriate wood primer and apply quality finish coating of owner's choice of up to two standard colors.	SF
4926	INSULATION, WALLS, EXISTING, DRILL & PLUG METHOD Insulate all walls exposed to outside and walls adjacent to unheated spaces. The single or double opening method of installation may be used. The installation is to be made by drilling holes necessary to properly Insulate all areas. Plug holes in siding when installation is complete. All damaged materials repaired or plugged shall match existing as close as possible. Materials used shall have a Resistance Value of R-13 minimum, approved Owens-Coming or equal. Approximate square feet and location(s):	SF
4926	INSULATION- ATTIC-R30 CELLULOSE- BLOWN-IN & AIR SEAL Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a cellulose product that minimizes dust and inhalable	SF

	fibers to create a uniform R-30 coverage. Provide R-value certification to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with Fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	
4928	INSULATION- ATTIC - R-30 FIBERGLASS. BLOWN IN & AIR SEAL Prepare attic space by covering personal items and installing fire stop baffles at all lights, chimneys, and vent baffles at soffits. Blow a fiberglass product that minimizes dust and inhalable fibers to create a uniform R-30 coverage. Provide R-value certificate to construction specialist. At ceiling area seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low VOC caulk (if <1/4") or expanding foam (if > 1/4"). Seal any gaps in the building envelope adjacent to flues with carefully cut to fit sheet metal that is securely fastened to framing sealing all seams and gaps with fire rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling and seal IC rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the installation of insulation.	SF
4935	ATTIC R-30 CELLULOSE After Air Sealing (Spec# 16-4903) Install blow in borax treated (no ammonium sulfate permitted), cellulose Insulation per manufacturer's specifications to R30. Maintain ventilation routes from soffit and other vents with baffles. Replace all material removed or cut to gain access to match existing materials. NOTE: If access to attic is via a fixed staircase Insulate stairs to attic, landing & interior stairwell walls as part of this item dense-packing the cellulose into closed floor, stair and wall cavities to a minimum density of 3.5 Lbs. per Cubic Foot. If access is via a hatch insulate the hatch with 3" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. If access is via a fold down stair insulate the stair with an airtight 2" thick reflective foil faced polyisocyanurate foam box with seams and seal the edges with a compatible foil tape.	SF

Drywall & Plaster (17)

UoM

5210	DRYWALL, PATCH Remove damaged drywall to expose one half stud on each side of the damaged area. Scab any necessary blocking to existing studs. Fit drywall into area using glue, nails or screws to fasten to framing. Apply tape and 3 coats of compound floated at least 8" for a smooth appearance. Wet sponge or sand and apply texture to match existing wall area and paint. Approximate SF to be patched:	SF
5211	DRYWALL/PLASTER- CEILING - REPAIR & TEXTURE Remove loose ceiling plaster areas and repair with plaster or 1/2" drywall, taping all cracks with fiberglass tape, and apply smooth coat finish. Add medium texture finish to ceiling area or match existing texture. Prime and paint.	SF

5212	DRYWALL, LAMINATE WITH 3/8" Install 3/8" gypsum over existing plaster surface with screws sufficient to penetrate framing minimum 1" at 8" on center and bead of construction adhesive 20" on center. Butt drywall to door and window casing and Oat tape. Tape joints, spot nails and apply 3-coat finish. Corners to have metal corner bead. Location and sq. ft:	SF
3357	DOOR · CASED OPENING Trim interior opening using 1x pine for all jambs and standard stock casing or casing to match existing. Install level and plumb into opening. Set all nails below the surface of the molding, sand, putty and caulk ready for paint. Molding must be tight to wall upon completion.	EA
3386	DOOR, BIPASS, (MIRRORED) Provide and install new mirrored bypass doors. Include casing, jambs and trim for two sides and top. Include all necessary hardware, guides and pulls. Doors to be STANLEY -White Bottom Roll Interior Mirror Sliding Door@ Lowe's Item # 162782 for 4' doors and matching for 6' doors.	EA
3420	ATTIC ACCESS Cut and frame an attic access hatch of 3/8" plywood at least 48"x24". Trim with casing to match room, prime, topcoat, and weather strip with closed cell foam and insulate with 1" closed cell polystyrene.	EA
9495.1	INTERIOR DOOR AND FRAME· STABILIZE, PLANE & ADJUST After establishing any required floor containment with polyethylene sheeting, remove door hinge pins and carry to a fully contained lead work room. Place pins in plastic bag on jamb for safekeeping. Plane door edges and adjust the hasp and strike plate to minimize door/jamb friction and contact. Mist deteriorated paint with water to the point of saturation. Replace stop molding. Clean and de-gloss door with detergent wash, rinse, dry and HEPA vacuum any paint chips, dust and debris. Spot prime and top coat with premium acrylic latex. Re-Install door on hinges.	EA
9508.1	INTERIOR DOOR - REPLACE WITH 6 PANEL· LEAD PROTOCOL After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of door unit, stop molding and hardware. Wet scrape jamb and trim. Wash with detergent solution, rinse, allow to dry and HEPA vacuum any paint chips, dust and debris. Install a pine or fir 6 panel 1-3/8" door on two 3" x 3" butt hinges. Provide bedroom lockset. Spot prime bare wood and top coat entire assembly with acrylic latex.	EA

Trim (19) UoM

2404	BASEBOARD - MOLDED • 5 1/4" x 9/16" W/SHOE Install pre-primed finger jointed or (MDF) pre-primed 9/16" x 5-1/4" molded base (molding # 5163). Provide pre-primed pine stone molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45-degreemiters and corners to be cope sawn.	LF
2405	BASEBOARD· MOLDED· 3 1/2" x 9/16" W/SHOE Install pre-primed finger jointed or MDF 9/16" x 3-1/4" standard stock molded base. Provide shoe molding at all hard surface areas. Fasteners to be finish nails or tee headed brads. All fasteners to be counter sunk. Joints to be 45-degree miters and corners to be cope sawn.	LF

2409	BASEBOARD--1x WITI-1 BASE CAP Install a 2-piece baseboard system using 1x pine as baseboard with a traditional style base cap molding. Use finish nails of sufficient length to penetrate framing 1". Miter all lap joints, and break all joints over framing. Baseboard and cap to match existing as close as possible.	LF
2419	BASEBOARD- SHOE MOLDING/QUARTER ROUND Install pine shoe molding/quarter round to match existing nailed to create the tightest possible seal between the baseboard and floor using finish nails or tee headed braces.	LF
2435	BASEBOARD - MATCH EXISTING Install matching baseboard and shoe molding around perimeter of room. Provide base shoe at all hard surface areas. Moldings to be coped on inside corners and mitered on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Molding must be light to wall upon completion.	LF
2836	WINDOWS- TRIM- MATCH EXISTING: Install matching type molding around window including aprons and stools. Moldings must be mitered and glued on outside corners. Set all nails below the surface of the molding and fill holes with wood filler. Fill any existing gaps with wood filler. Molding must be tight to wall upon completion.	EA
2840	WINDOW TRIM · APRON & STOOL Use 3/4" stock lumber shaped for stools and casing for aprons. Scribe stool to allow tight fit to window sash. Stools to extend beyond opening 1" from the edge of the window casing. Aprons to be cut even with opening with a 90 degree return miter at each end.	EA
2355	FLOORING- FLOOR REPAIR - TONGUE AND GROOVE – FINISH Chisel out damaged flooring and stagger end joints at least 6". Blind nail where possible using tongue and groove wood flooring to match original as closely as possible. Sand and apply 3 coats of low VOC floor varnish to patched area.	SF

2396	FLOORING - LAMINATE: FLOORING, PRE-FINISHED, NEW Remove any flooring and dispose. Install new pre-finished laminate flooring like Pergo, Swiftlock or approved equal, not less than 6" wide and not less than 7mm or 3/8" thick. Use manufacturer recommended padding and underlayment. Clean surface before installing and install floor with tight joints. Layout so cut pieces at walls are the same at each end at main walls. Allow for expansion and contraction as recommended by manufacturer. Install quarter round molding to match flooring at room perimeter unless indicated otherwise. Allow \$1.25/SF for flooring only.	SF
2397	FLOORING- OAK, Z 1/4" INSTALL, SAND AND FINISH Install new oak floor. Properly secure existing floor. Oak to be T&G end-matched, select 25/32" x 21/4". Floor to be laid over red rosin paper or approved equal. Lay straight with tight joints, using all pieces with mismatched end for starters or end piece. Floor to extend within 1/4" of finished walls and under all attachments such as radiators. Sand and fill new flooring to a smooth finish. Vacuum and tack rag entire floor area. Apply a coat of Miniwax Water Based Polyurethane Base Coat followed by 3 coats of Miniwax Water-Based Polyurethane for Floors, or a floor finish that complies with regulation 8, rule 51. of the Bay Area Air Quality Management District and	SF

	may not exceed 250 grams of VOC per liter of coating as thinned to the manufacturer's maximum recommendation, excluding the volume of any water, exempt compounds, or colorant added to the tint bases.	
5404	FLOORING - CERAMIC TILE - (OVER TILE BACKER BOARD); Install new ceramic tile using standard available size (pattern and color selected by owner). Install per manufacturer's recommendations over 1/2" cement fabricated fiberglass backer board such as Hardie or approved equal. Cement boards are to be installed staggered and secured with minimum 1-1/2" screws recommended by manufacturer for wet installations every 8" on center. Fill edge joints with mortar and apply fiberglass mesh tape over seams and smooth out. Grout to be neat and uniform with grout color selected by owner. All cutting to be straight and true. Visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.	SF
5426	FLOORING- CERAMIC TILE - (OVER SLAB WITH THIN SET): Remove flooring down to slab and prep slab for proper adhesion. Install ceramic tile flooring using standard glazed floor tiles with standard available site (pattern and color selected by owner). Install per manufacturer's recommendations with thin set. Grout to be neat and uniform with owner-selected grout color. All culling to be straight and true, any visible cracks or cut marks are not acceptable. Lay out tile to run parallel with adjacent walls. Outer edges should not have pieces smaller than 1/2 inch.	SF
5925	FLOORING • VINYL SHEET FLOORING W UNDERLAY Nail all loose/squeaky areas of floor and shim/raise any uneven areas. Roughen old floor covering and install 3/8" underlayment grade plywood secured with construction adhesive at 16" O.C. and at all edges. Nail with ring shank or screw light nails @ 6" O.C. at edges and 6" in field over joists. Coat and sand all joints and nail dents. New floor to be installed under any water heater or appliance (cut-outs not acceptable) . Adhesive to be LOW VOC waterproof. Allow \$18.00 Per square yard for sheet goods (material only plus labor, underlayment. etc.).	SF
6626	PLUMBING- WATER LINES - "PEX" - INTERIOR, INCLUDE COPPER STAND PIPE: Replace all interior and exterior hot and cold-water lines with new PEX Type water lines above ground and PEX below ground from meter to a copper stand pipe with a main cut off valve and hose bib at the water entrance to the house. Joints in PEX piping above ground shall be formed with manufacturer's approved stainless-steel crimped clamps with no joints in piping below ground or encased in concrete. All piping shall run parallel to building construction and be neat and workmanlike. All pipes shall be concealed; piping in walls, below flooring and above the ceiling shall be properly supported. Hot and cold-water lines shall be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. Include water connections for ice maker and washing machine.	LF
6646	PLUMBING, SUPPLY SHUT OFF: Install supply shut off at wall between supply and fixture. Include new supply lines. Valve must comply with IRC.	EA
6698	PLUMBING -WATER LINES - COPPER: Install all hot and cold-water lines inside the structure with Type L or M copper above ground and Type K copper below ground. Joints in the copper piping above ground shall be formed with approved sweated solder fittings; there shall be no joints in the copper piping below ground or encased in concrete. All new piping shall run parallel to the building construction and be neat and workmanlike. Pipes shall be concealed in walls, below the floor or above the ceiling. All new piping shall be properly supported and be level without pockets. Hot and cold-water lines shall	SF

	be at least 6" apart when parallel. No new pipes shall be exposed on the exterior of the building. All work to be strictly per code.	
6738	PLUMBING, SEWER LINE, PVC, REPLACE: Remove sewer service line and haul away from site. Provide and install new PVC plastic sewer line from the city stub out to the main building connection. Include all excavation, backfill, and compaction. Include all fittings and connections. Work to be done in accordance to the IRC. Return all surfaces affected by this work to original condition.	LF
6751	WASTE - INTERNAL WASTE - REPAIR: Repair or replace internal waste piping (not to include buried branches or main sewer line). All new DWV piping is to be run at uniform grade of at least 1/4" per foot. Runs to be as short and straight as possible. Complete installation to be per IRC.	EA
6755	PLUMBING • WASTE & VENT LINE, REPLACE, TO UNDERGROUND CONNECTION Remove any existing waste lines and dispose from site. Replace all waste and vent pipe line(s) using schedule 40 PVC. All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run (s) to be as short and straight as possible. Laundry area should include washer drain and supply box. Run all new waste lines to sewer tie in at city connection including all underground connections. Complete installation to be per code.	LF
6756	DRAINS - ROTO CLEAN Clear all drain lines from all fixtures and cleanouts to city main using approved power auger equipment to clean roots and settled debris. Furnish receipt to owner for proof of cleaning record.	EA
6757	WASTE - REPLACE - INTERIOR INTO EXISTING SEWER: Replace all waste pipe line(s). All soil, waste, vent, and drainage piping to be run at uniform grade of at least 1/4" per foot. Run(s) to be as short and straight as possible. Laundry should include washer box. Run all new waste line to sewer line tie in. Not to include main line under structure or buried line. Complete installation to be per IRC.	LF
6763	GAS LINE - PRESSURE TEST: Cap all gas lines prior to filling the distribution system with 20 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system. Provide proof of inspection by city inspector to owner as per city code.	EA
6764	PLUMBING, GAS OUTLET(S), CAP: Remove all old unused gas outlet lines and cap off at source per code. Repair remaining holes and affected surfaces to match existing surfaces as close as possible. Location:	EA

6890	PLUMBING- LAVATORY--WALL HUNG, NEW, COMPLETE Install a new American Standard enameled steel 18"x15" wall hung lavatory with metal bodied, water saving, 15-year drip-free, single lever faucet with pop-up, trap, chrome legs, supply and shut-off valves. Repair any affected surfaces.	EA
6892	PLUMBING- PEDISTAL LAV WITH FAUCET - NEW: Install a new American Standard or approved equal pedestal lavatory, including single	EA

	handle/lever faucet with maximum flow rate of 2.0 GPM and pop-up drain attachment. Replace all plumbing within three feet of lavatory installation, including 1/4-turn ball valve, angle stop, and trap. Lavatory to be set on finished flooring and fastened to the wall according to manufacturer's recommendations. Repair all damaged areas during installation to match existing.	
6900	VANITY - 24" COMPLETE: Remove lavatory and replace with new 24" factory made and finished oak frame vanity with panel type door complete with manmade marble integral top/lavatory including two-handled faucet by Moen, Chateau builder model with pop -up or Housing Rehabilitation approved equals. Install new, 1/4 turn hot and cold water shut-off valves at rear inside of cabinet. Scribe to fit wall. Caulk top neatly with paintable latex caulking.	EA
6902	VANITY· DOUBLE VANITY - 60" COMPLETE: Install factory-made double vanity, complete with cultured marble integral top/lav including splashes, 2 bowls, including (2) two-hand lead faucet by Moen, Chateau builder model with pop-up or Owner approved equals, PVC drain fillings, PEX or copper supply piping, and 1/4 turn shut-off valves. Vanities to be set plumb and level and fastened to wall studs with pre-drilled cabinet screws to avoid splitting. Face frames, drawer fronts and door frames to be solid oak. Exposed ends, top, sides and door panels to be oak veneer over plywood. Shelves to be adjustable and may be vinyl covered particle board or plywood. Vanities to be factory finished inside and out.	EA
6920	PLUMBING, FAUCET TUB/SHOWER DIVERTER VALVE: Remove tub/shower faucet valve without damage to surrounding areas. Provide and install a new tub/shower faucet, diverter valve, spout and shower head connected to new or existing hot and cold supply lines. All wall surfaces affected to be returned to a smooth, flush paint ready condition. Standard is chrome finished Della or approved equal. All work to be in full compliance with applicable building codes.	AL
6921	PLUMBING, TUB SPOUT & SHOWER OIVERTER, "CHICAGO- STYLE CLAWFOOT TUB: Remove tub spout from site. Provide and install new tub spout with shower diverter to replace existing, inclusive of new chromed steel shower riser with a "Chicago" style full surround shower curtain rod and water efficient shower head. Shower riser to be secured lo tub surround at not less than 12" from top of shower spout. All work to comply with the IRC.	EA
6925	SHOWER DIVERTER--DUAL CONTROL: Install a dual control, metal shower diverter and a Delta 6122 water saving shower head with a 1- year drip-free warranty.	EA
6936	SHOWER HEAD - 2 GPM: Install a chrome plated brass shower head with a maximum 2.0 gallons per minute flow rate. Include arm where required. Note: any low flow showerhead should be controlled by a valve that has been designed, tested, and verified to function safely at the reduced flow rate.	EA
6946	PLUMBING· TUB· STEEL W/CULTURE MARBLE SURROUND Provide and install a new 60" x 30" x 15 1/4" American Standard steel bathtub with a Delta metal. Single-lever shower diverter valve and shower head with a maximum 2.0 GPM flow rate or approved equal. Tub shall have a slip resistant surface, be connected to existing or new supply and drain lines, and include associated hardware and finishes. Damaged walls to be finished to match adjacent, ready for paint. Install a new standard cultured marble tub surround/alcove including soap dish (owner to choose from standard line of colors). Apply mildew resistant white silicone caulk at all seams.	EA

6947	PLUMBING- TUB SURROUND/ALCOVE - MAN MAO MARBLE Remove existing tub surround/alcove and haul from site. Install a standard cultured (man-made) marble tub surround/alcove with soap dish. Install new surround over water resistant green board sheetrock fastened to existing studs. Repair all damaged areas to match existing. Damaged walls to be finished to match adjacent, ready for paint. All work to be in full compliance with IRC.	EA
7012	TOILET--REPLACE--1.3 GPF-- ELONGATED BOWL, NEW. 2008 Install a new 1.3 GPF close coupled, white, vitreous china commode such as an American Standard FloWise Compact Cadet 3 EL 2403.128, or any commode tested through the latest "Maximum Performance" (MaP) testing sponsored by Canadian Water and Wastewater Association (CWWA), the California Urban Water Conservation Council (CUWCC), the U.S.- Canadian Alliance for Water Efficiency (AWE) and Veritec Consulting Inc. that has shown to score 800 or better on the Map Flush Performance test (grams of solid waste removed in a single flush). See the following link for the January 2008 report. http://fwww.cwwa.ca/pdffiles/Map%2011th%20Edition%20Full%20Report1.pdf Include a manufacturer's approved plastic or pressed wood white seat. all plumbing within 3' of fixture, supply pipe, shut off valve and wax seal.	EA
7015	TOILET ADA COMPLIANT: Replace toilet with new ADA compliant American Standard handicap Cadet Water Saver vitreous china close-coupled siphon jet action toilet with plastic white seat or approved equal. Include all plumbing within three feet of fixture, including 1/4-turn ball valve angle stop. If floor is not noted on specification to be replaced, repair affected surfaces to match existing as close as possible.	EA
7060	WATER HEATER -TPR VALVE Install temperature and pressure relief valve and discharge tube on water heater. Discharge tube to run within 6" of floor or to outside of structure.	EA
7070	WATER HEATER-40 GALLON GAS- NEW: Install a new 40-gallon, glass lined, high recovery, insulated to R-7, gas water heater with TPR valve, double wall type B vent with vent cap and flashing thimble, and gas piping from shut-off valve to fixture and 10-year warranty. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).	EA
7072	WATER HEATER-TANKLESS Replace existing water heater with a gas fired, closed combustion, tankless water heater with a minimum 7 gallon per minute flow rate. Include pressure & temperature relief valve, discharge tube to within 6" off floor, owner's manual & all venting piping. Provide separate electrical circuit & gas inlet and water inlet and outlet shut-off valves. If It Is located on an upper floor or If there is no floor drain, install a catch pan drained to the exterior. Recycle the existing water heater.	EA
7085	WATER HEATER • 40 GAL. ELECTRIC, NEW: Dispose of water heater in legal dump. Install a new 40 gallon, high or low profile, high recovery, glass lined, Insulated to R-7, double element, electric water heater with a 10- year warranty. Include TPR valve, discharge tube to within 6" of floor or to outside of structure, shutoff valve and electric supply. TPR valve discharge shall be piped to exterior within 6"-24" above grade. If	EA

	installed in the attic, provide drain pan with separate drain line from TPR valve to the exterior (TPR discharge line and drain pan discharge line must be run separately).	
7097	WATER HEATER· MOVE TO EXTERIOR• INCLUDE PLATFORM Move water heater to exterior on raised pressure treated wood platform to be set at least 3' above surrounding grade or higher for flood plain requirements. Provide factory made galvanized metal enclosure. Include venting, T&P valve and discharge piping. Conceal piping with all valves and insulating wrap per code. Strap water heater to framing. All water piping to be copper at exterior of the house. Prepare all holes and surfaces affected and seal exterior pipes as they pass the exterior wall and cap all unused lines at source (per code).	EA
7103	BATHTUB· POP-UP DRAIN· REPLACE: Replace drain with new pop-up drain and overflow, chrome plated, as manufactured by Universal Rundle, Elger, or equal.	EA
7120	WASHER· DRIPLESS CENTER· WASHER HOOK UP: Install PVC stand pipe, hot and cold hose bibs, and 20-amp GFCI outlet to service a washing machine.	EA
7554	ELECTRICAL OUTLETS, TEST AND SERVICE ALL: Service all outlets, fixture connections, and switches by installing new wire nuts, testing all devices/fixtures and inspecting condition of wiring.	SF
7555	ELECTRIC· COVER PLATE: Install receptacle, switch, or blank cover plate to cover existing electrical box. Color to match existing	EA
7560	ELECTRIC • OUTLET REPLACE: Remove electrical receptacle and dispose of off-site. Install new grounded receptacle. Installation to include all fasteners and new cover. Receptacle to be secure and cover to be even with adjacent surfaces and straight. All work to be done according to local electrical code. Color of receptacles and cover to match existing.	EA
7576	CIRCUIT· 20 AMP CIRCUIT· RECEPTICLE • NEW Install a new 20 amp, 120v electrical outlet on a new circuit, at least 15 inches above floor. Installation to include flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.	EA
7581	ELECTRIC · DISCONNECT. 220V NEW: Install a new 220v line and disconnect box, bearing UL label, for A/C condensing unit to be located at exterior of house. Installation to be per code. Repair all affected surfaces. Wiring to be concealed or run under house.	EA
7583	RECEPTICLE. GFCI. REPLACE· USE EXISTING WIRING: Replace outlet with GFI outlet per code. Non GFI outlets within 6 feet of water supply not permitted. Old outlet box within 6 feet of water supply, if not used for GFI, to be covered with blank wall plate to prevent use.	EA
7590	ELECTRIC • GFCI OUTLET· 20 AMP-NEW: Install a new 20 Amp., 120v electrical GFCI outlet at all countertops. To be located within 12"	EA

	above kitchen counter top, utility or bathroom sink. Installation to include flush mounted outlet box, appropriately sized branch wiring, grounding and cover. All areas affected by this work shall be returned to a smooth paint ready finish. All work to be in full compliance with electrical codes. Install receptacles at countertops no more than 42" above floor.	
7600	CIRCUIT- KITCHEN GFCI • 20 AMP CIRCUIT Install a flush mounted, ground fault circuit interrupted, ivory, duplex receptacle and ivory cover plate using copper NM cable, controlled by a 20-amp circuit breaker, no more than 42" above floor. Fish wire and repair all tear out.	EA
7601	RECEPTACLE • GFCI-REPLACE Remove electrical device and dispose. Provide and install a new 20 Amp., 120v GFCI receptacle at all countertops. Install into existing box connected to existing wiring, grounding and cover. New outlet and cover to match existing color. All work to be in full compliance with electrical codes.	EA
7610	CIRCUIT- WATER HEATER CIRCUIT: Install a new, 220v electrical outlet on a new circuit. Installation to include flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes. All areas affected by work shall be returned to smooth paint ready surface.	EA
7615	CIRCUIT- WASHER CIRCUIT 110/120 AMP: Install a flush or surface mounted single outlet for a washing machine on a separate 20- amp circuit. Include new wiring and any necessary conduit. Repair any damage during installation.	EA
7620	CIRCUIT • DRYER CIRCUIT- 30 AMP: Install a new 220-volt, 30-amp, surface mounted receptacle on an individual circuit. Installation to include flush mounted outlet box, appropriately sized branch wiring, any necessary conduit, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with applicable building codes, all areas affected by work shall be returned to smooth paint ready surface.	EA
7630	CIRCUIT- RANGE CIRCUIT- 40 AMP - NEW: Install a new 40-amp electrical outlet on a new circuit. Installation to include a flush mounted outlet box, appropriately sized branch wiring, circuit breaker, all fasteners, grounding and cover plate. All work to be in full compliance with local building code. All areas affected by this work shall be returned to a smooth paint ready surface. All wiring to be concealed.	EA
8137	ELECTRIC. UPDATE EXISTING ELECTRIC -BATHROOM--2008 Update the electrical fixtures in the bathroom Including: One 20A GFCI receptacle located near sink with a 20 AMP circuit. An Energy Star approved, ceiling mounted Fan/Light fixture w/ an exterior ducted vent fan capable of min. 80 CFM operating at 1/2 hp or less and vented w/ damper to exterior such as NuTone QTREN080FLT. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part# 5100.505 (in Ivory) (set for a 20-minute delay). http://www.energyfederation.org/consumer/default.asp?cPath/39_766_134 or equipped with a humidistat sensor. Install metal duct and vent to the exterior Ideally through a wall or gable end. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 6 minimum duct insulation. Repair any damage to the ceiling from Installation and air seal fan/light assembly to the ceiling with low VOC caulk. One wall mounted vanity light fixture such as the Good Earth Lighting 2-Light Brushed Nickel	RM

	Contemporary Item #: 121104 Model: G1132-BN-1 Fixture above the sink.	
8710	SMOKE DETECTOR WITH BATTERY BACKUP • NEW: Install new 110-volt smoke detector with battery back-up per code. Include all wiring and install properly to avoid overload of any existing circuit. Detector to be UL listed and shall be of such quality to operate properly without false alarms under ordinary living conditions with exception of excessive smoke caused by cooking. Repair and touch up all affected surfaces.	EA

HVAC (24)

UoM

6004	HVAC, HEATING, GAS - FORCED AIR & AIR CONDITIONING: Install gas. 90% AFUE forced air furnace and a 13 SEER air conditioning system sized per Manual J. Contractor to furnish duct layout, per Manual D, with calculations from licensed heating company prior to starting any work. Installation to be complete including registers, returns, setback wall thermostat in central area, insulated ducts, electrical, plumbing, exterior vented double-wall type B vent with vent cap and flashing, filter, permits and removal of debris. Repair all surfaces to match existing as close as possible. Contractor to provide access to furnace per code. All work and venting to be complete with furnace operating. All manufacturer instruction books and warranties to be provided to owner. Provide platform for ale condenser so condenser is at least 3' above finished grade or higher to meet BFE requirements.	SF
6008	HEATING, OXYGEN DEPLETION UNITS: Remove space heaters and dispose off-site. Install new oxygen depletion type units in existing locations. Supply new shutoff valves and all necessary piping for complete installation to meet all code requirements.	EA
6015	HVAC ·SERVICE: Clean, inspect, oil and adjust heating equipment and controls and replace filter. Report any recommended part replacement to owner.	EA
6160	A/C- CONOENSOR ·REPLACE Install a new condensing unit compatible with the Indoor unit according to the manufacturer's recommendations. Support unit on a concrete pad or raised platform a minimum 3' above the current base flood elevation (BFE). Platform to be all treated lumber with 4" x 4" posts set in concrete no less than 18" into ground area. Joists and deck to be 2" x 6" treated lumber fastened with galvanized nails or screws. Joists to be 16" O.C. Unit to have a minimum of 3' clearance around coil. Reinsulate all refrigerant lines. Test unit for proper operation and provide owner with manufacturer's written warranty.	EA
6330	HVAC - REGISTER· REPLACE; Replace missing or damaged register with an adjustable metal register to match existing.	EA
6331	HVAC • AIR RETURN GRILLE· REPLACE: Remove damaged return air grille. Replace air return grille using a while or mill finished aluminum frame to match existing size including a new filter. Repair any damage during installation to match adjacent area.	
6377	HVAC - THERMOSTAT· REPLACE: Remove existing thermostat and dispose properly. Install a new thermostat compatible to	AL

	existing heating/cooling system. Mount thermostat at existing location and secure to wall using approved fastener. Calibrate and ensure proper operation of unit.	
5520.1	PAINT- PREP & PAINT CABINETS (LOW VOC): http://www.greensea.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	LF
5530.1	PAINT- PREP/PAINT WINDOWS & TRIM-INT (LOW VOC): Scrape loose, peeling, cracked and blistered paint from interior side of window sash, casing, stops, stool and apron. Feather edges and dull gloss with sandpaper. Tack rag surfaces. Fill holes and cracks. Prime all surfaces with low VOC acrylic latex primer. Apply owner's choice of premixed top coat of low VOC acrylic latex enamel. Razor blade all new and old paint from interior side of glass. All paints and primers must meet the Green Seal G-11 Environmental Standard http://www.greenseal.org/certification/standards/paints.cfm. Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	EA
5535.1	PAINT - PREP & PAINT INTERIOR DOOR (LOW VOC) http://www.greenseal.org/certification/standards/paint.scfm Adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.	EA
9160.1	STABILIZATION-LIMITED SURFACE: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions.	SF
9161.1	STABILIZE WALL AND TRIM: After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9163.1	STABILIZE CEILING: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry and HEPA vacuum all visible chips. Spot prime caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9178.1	ELASTOMERIC ENCAPSULANT: After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and de-glossing. Apply any recommended primer and roll out a water-based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.	SF

Cabinets & Countertops (26)		UoM
3704	CABINETS, DRAWER UNIT, MATCH EXISTING: Install a new drawer base cabinet. Cabinet to be builder grade, factory made and finished to match existing. Unit to be screwed tight to floor and adjoining surfaces. Drawers to open and close smoothly with spacing equal and straight on all sides. Location and number of units:	LF
3127	HARDWARE, BATH ACCESSORIES, SHOWER ROD & GRAB BARS: Remove bathroom accessories and dispose of off-site. Prepare to receive new materials. Provide and install new wall mount soap dish, 24" towel bar, a toilet tissue holder and a 1" diameter shower stainless steel curtain rod (plastic is not acceptable). Install grab bars in bath in tub area and toilet area. Install as per manufacturers recommendations.	EA
3825	MEDICINE CABINET - SURF MOUNT-"TRI-VIEW": Install a 30", surface mounted "Tri-View" medicine cabinet with plate glass mirror, plumb and level, securely screwed to wall studs.	EA
3832	BATH, MIRROR, NEW: Install a new plate glass mirror with sanded edges on wall sized at the width of the vanity top by 36" high. Use standard mirror mastic to fasten mirror to wall. Rosettes are not acceptable. Use mirror clips as necessary. Mirror to be set properly so image is not distorted.	SF
3846	BATHROOM ACCESSORIES COMPLETE W TRI VIEW MEO. CABINET: Install hardware In bathroom including chrome toilet paper holder, 24" and 18" chrome towel bars, shower curtain rod and surface mounted 'Tri- View" medicine cabinet. Mount to walls using approved fasteners into studs/wood or toggle bolts or nylon type screw fasteners where there is no wood backing.	EA
3935	HARDWARE, TUB/SHOWER GRAB BAR, 24 • OR 36": Install new 1-1/4" diameter stainless steel grab bar(s) Including anchor plates. Install 2"x backing at screw locations or locate studs and anchor bars to wall with stainless steel screws for proper installation and to manufacturers specifications. Approximate size and locations:	EA

Appliances (28)		UoM
7840	RANGE HOOD- RECIRCULATING: Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter.	EA
8491	DISHWASHER--2 CYCLE••Energy Star Provide and install a 24" white, 2 cycle, built- in Energy Star® labeled dishwasher including all alterations and connections to plumbing and electric system. Whirlpool#: 267844 Model: DU811SWPU - or - GE Model GSD1300NWW, or Housing Rehabilitation Specialist approved equal.	EA

Handrails & Stairs (32)**UoM**

2505	HANDRAIL/GUARDRAIL· WOOD REPAIR: Tighten loose balusters and replace damaged or deteriorated balusters to match existing. Screw or nail top and bottom rails and posts to prevent movement. Match new stair/handrail parts with replacements as closely as possible.	LF
2510	STAIRS· TREAD REPLACEMENT--INTERIOR: Remove damaged tread. Install nailers on each stringer before installing new tread if necessary using screws and glue as to not damage stringer. Tread to match existing stepping stock in thickness and length. Install tread using construction type adhesive and trim screws. Repair any damage during removal and installation. Paint or stain new tread to match existing step.	EA
2515	HANDRAIL GUARDRAIL BRACKET Install brass handrail bracket screwed directly to stud and handrail using brass screws that penetrate stud no less than 2". Touch up all affected areas.	EA
9160	STABILIZATION-LIMITED SURFACE: After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100 grit, sponge sanding block. Detergent wash, rinse and allow to dry. HEPA vacuum all visible paint chips, dust and debris. Spot prime and apply a premium acrylic latex top coat per manufacturer's instructions.	SF
9161	STABILIZE WALL AND TRIM: After establishing any required floor containment with polyethylene sheeting, mist defective paint area with water to the point of saturation. Aggressively scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9163	STABILIZE CEILING; After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.	SF
9178	ELASTOMERIC ENCAPSULANT: After establishing any required floor containment with polyethylene sheeting, prepare surface by degreasing and de-glossing. Apply any recommended primer and roll out a water -based, liquid, polymer, elastomeric encapsulant to create a continuous seal over the surface in accordance with manufacturer's specifications. Use the required number of coats and coverage rate of elastomeric to guarantee a minimum 20-year manufacturer's warranty.	SF
9199	LAMINATE WITH 1/2" GYPSUM: After establishing any required floor containment with polyethylene sheeting, wet mist, remove, wrap in polyethylene sheeting and dispose of lead-painted ranch or ogee base molding. Mark "Lead Paint" at 4' intervals. Hang, tape and three coat finish 1/2" gypsum over surface using screws 8" on center and adhesive beads 16" on center. Run gypsum horizontally. Caulk all penetrations and butt seams at casing and base molding with siliconized acrylic. Install 3/8" ogee at baseboard. Prime with gypsum primer and apply a premium acrylic latex top coat.	SF

	H.EPA vacuum any visible paint chips, dust and debris.	
9649	EXTERIOR--STABILIZE TRIM After establishing any required ground containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Wet scrape all defective paint areas and feather edges with a wet, 100-grit sponge sanding block. Wash with detergent solution and de-gloss remainder with mesh pad. HEPA vacuum all paint chips, dust and debris. Spot prime bare substrate caulk with siliconized latex compound and apply single top coat of premium acrylic latex to entire surface.	LF
8721	CARBON MONOXIDE DETECTOR--UL LABEL Install at each sleeping area, minimum of one per floor a UL approved, hard wired or plug-in carbon monoxide detector with audible alarm. battery back-up and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing.	EA
8722	CARBON MONOXIDE DETECTOR--DIGITAL DISPLAY Install at each sleeping area, minimum of one per floor, a hard wired or plug-in carbon monoxide detector with audible alarm, battery backup and with a digital display capable of showing both peak CO level recorded by the alarm since it was last reset or unplugged, and the present level of carbon monoxide the unit is sensing such as the Kidde Nighthawk Model # KN-COEG-3 or Housing Rehabilitation Specialist approved equal.	EA

General Requirements

24	MANUFACTURER'S SPECS PREVAIL All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.
32	SUBSTITUTION APPROVAL PROCESS Any requests by the contractor for approval to substitute products specified in the scope of work with another product that performs equally and meets the requirements of the specifications must accompany the contractor's bid submission. The request must include the following Information for the product proposed: the manufacturer's specifications; full installation instructions and warranties. The Owner will notify the contractor of decision to approve or deny the substitution at contract award.
33	CONSTRUCTION DEFINITIONS-INSTALLATION REQUIREMENTS/WARRANTY "Install " means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material in a code legal manner and ideally to recycle whatever portion is possible, purchase new material, deliver, install, test and warranty. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component. All new materials will be installed to the manufacturer's most recent specifications. All components will be installed to meet the current Code Requirements of the City of Hattiesburg MS and all applicable building permits will be obtained by the contractor. All materials specified to be installed or replaced are to be new, of first quality and without defects, unless stated otherwise or pre-approved by Owner and Construction Specialist. The contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
35	VERIFY QUANTITIES/MEASUREMENTS All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) are estimates of the finished product for the contractor's convenience and

	must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities slated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional Funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.
36	ALL BUILDING DEPARTMENT PERMITS REQUIRED The contractor is responsible for submitting the specifications to the building department, applying for, paying for and receiving all Building Department permits required by the City of Hattiesburg MS for the scope of work described herein, prior to starting any work.
55	WORK TIMES Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the Housing Rehabilitation Specialist.
115	CLEANING AND DEBRIS REMOVAL The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least daily, and leave the property in broom clean condition at the end of each work day. Additionally, for dwellings occupied during construction, all occupied spaces shall be vacuumed at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. Prohibition of access to any work area must be approved by the project manager and the occupants must be notified. EPA and HUD requirements regarding Lead Safe Work Practices shall be met, including clearance requirements for occupancy.
9003	LEAD-SPECIFIC LAWS, RULES, REGULATIONS & GUIDELINES The execution of this work shall comply with all applicable federal, state and local laws, rules, regulations and guidelines for lead dust environments, including but not limited to: 29 CFR 1926.62 - Lead Construction Standard; 29 CFR 1910.1200 - Hazard Communication Standard; 40 CFR Part 745 - Lead-Based Paint Poisoning Prevention in Certain Residential Structures (EPA Regulations); 24 CFR Part 35 - HUD's Lead Safe Housing Rule.

CHANGE HISTORY LOG	
April 2022	Removed “Basic Rehabilitation”; increased maximum budget from \$60,000 to \$75,000 for Substantial Rehabilitation; removed outdated exhibits; revised Contractor’s Specifications; add Reconstruction as an activity; added Change History Log



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lamar Rutland
cc:
Date: Tuesday, May 3, 2022
Re: Approve Plans and Specifications for the demolition of structures for the Hall Avenue West Overpass project and authorize advertisement for bids.
File Number: 2022-311
Minute Book #

Summary

Approve Plans and Specifications for the demolition of structures for the Hall Avenue West Overpass project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the May 3, 2022 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

HALL AVENUE WEST BUILDING DEMOLITION

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **June 9**, 2022 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of removing homes as identified in the plans along Hall Avenue.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Korey Hardin, P.E. – Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

May 11, 2022

May 18, 2022

*CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS*
FOR
**HALL AVE WEST
BUILDING DEMOLITION PROJECT**
FOR THE
**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



APRIL 2022

PREPARED BY



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BY: _____
City Clerk
City of Hattiesburg, Mississippi

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May 18, 2022

INSTRUCTIONS TO BIDDERS

HALL AVENUE WEST BUILDING DEMOLITION CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: HALL AVENUE WEST BUILDING DEMOLITION
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

Not Used

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion for 110 Martin Luther King Avenue Residence within 21 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion for 700 Woodland Court Residence within 21 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion for 701 Woodland Court Residence within 21 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL
HALL AVENUE WEST BUILDING DEMOLITION PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL
HALL AVENUE WEST BUILDING DEMOLITION PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for the Hall Avenue West Building Demolition Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to

00300-2

Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	110 MARTIN LUTHER KING AVENUE DEMOLITION	1	LS	XXXX	
2.0	700 WOODLAND COURT DEMOLITION	1	LS	XXXX	
3.0	701 WOODLAND COURT DEMOLITION	1	LS	XXXX	
4.0	MOBILIZATION - 110 MARTIN LUTHER KING AVENUE	1	LS	XXXX	
5.0	MOBILIZATION - 700 WOODLAND COURT	1	LS	XXXX	
6.0	MOBILIZATION - 700 WOODLAND COURT	1	LS	XXXX	
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

HALL AVENUE WEST BUILDING DEMOLITION PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)

COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires _____, 20_____.

BID BOND

HALL AVENUE WEST BUILDING DEMOLITION PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

**PROPOSED SUBCONTRACTORS
HALL AVENUE WEST BUILDING DEMOLITION PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACT FORMS

HALL AVENUE WEST BUILDING DEMOLITION PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

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CONTRACT

HALL AVENUE WEST BUILDING DEMOLITION PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Hall Avenue West Building Demolition Project" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in 5 counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

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extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety
By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the State
 where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Hall Avenue West Building Demolition Project
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Korey Hardin, P.E.
Project Manager

cc: Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
HALL AVENUE WEST BUILDING DEMOLITION PROJECT
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Korey Hardin, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Lamar Rutland, P.E.
Engineering Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CERTIFICATE OF SUFFICIENCY

HALL AVENUE WEST BUILDING DEMOLITION PROJECT

CITY OF HATTIESBURG, MISSISSIPPI

I, _____, CHIEF LEGAL OFFICER FOR THE
OWNER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS AGREEMENT, THE BONDS AND
EVIDENCE OF INSURANCE OFFERED BY THE CONTRACTOR AND FIND THEM TO BE
PROPERLY EXECUTED, ADEQUATE AND SUFFICIENT.

Date: _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____ ACCEPTED BY: _____ CITY OF HATTIESBURG _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

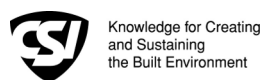
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of THREE MILLION DOLLARS (\$3,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$3,000,000 for Public Liability Insurance and \$500,000/\$3,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than THREE MILLION DOLLARS (\$3,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

-
- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed herein.
- B. The items listed below beginning with Article 1.04, refer to and are the same pay items listed in the Proposal. They constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Base Bid Items

Item 1.0 – 110 Martin Luther King Avenue Demolition:

Description and Measurement: This item shall include, but not limited to, all work associated with removing the home and it's foundation, structures identified in the plans, fences, disconnection of the utilities, finish grading, grassing, erosion control as required to keep sediment from leaving the site, abatement and disposal of asbestos material as identified in the appendix, driveway removal, sidewalk removal, tree protection.

Payment: Payment for this item shall be made at the unit price indicated in the

Prices Bid Table per Lump Sum (LS) in place and accepted.

Item 2.0 – 700 Woodland Court Demolition:

Description and Measurement: This item shall include, but not limited to, all work associated with removing the home and it's foundation, structures identified in the plans, fences, disconnection of the utilities, finish grading, grassing, erosion control as required to keep sediment from leaving the site, abatement and disposal of asbestos material as identified in the appendix, driveway removal, sidewalk removal, tree protection.

Payment: Payment for this item shall be made at the unit price indicated in the Prices Bid Table per Lump Sum (LS) in place and accepted.

Item 3.0 – 701 Woodland Court Demolition:

Description and Measurement: This item shall include, but not limited to, all work associated with removing the home and it's foundation, structures identified in the plans, fences, disconnection of the utilities, finish grading, grassing, erosion control as required to keep sediment from leaving the site, abatement and disposal of asbestos material as identified in the appendix, driveway removal, sidewalk removal, tree protection.

Payment: Payment for this item shall be made at the unit price indicated in the Prices Bid Table per Lump Sum (LS) in place and accepted.

Item 4.0 – Mobilization-110 Martin Luther King Avenue:

Description, Measurement and Payment: The lump sum payment for this item will be full compensation for providing all initial services, bonds, insurance, temporary facilities and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. It shall also include maintenance of traffic as required to complete the work.

Payment: Payment for this item shall be made at the unit price indicated in the Prices Bid Table per Lump Sum (LS).

Item 5.0 – Mobilization-700 Woodland Court:

Description, Measurement and Payment: The lump sum payment for this item will be full compensation for providing all initial services, bonds, insurance, temporary facilities and required job mobilization to commence the Work as specified and the removal of all on-site facilities upon completion of the work. It shall also include maintenance of traffic as required to complete the work.

Payment: Payment for this item shall be made at the unit price indicated in the Prices Bid Table per Lump Sum (LS).

Item 6.0 – Mobilization-701 Woodland Court:

Description, Measurement and Payment: The lump sum payment for this item will be full compensation for providing all initial services, bonds, insurance, temporary facilities and required job mobilization to commence the Work as specified and the

removal of all on-site facilities upon completion of the work. It shall also include maintenance of traffic as required to complete the work.

Payment: Payment for this item shall be made at the unit price indicated in the Prices Bid Table per Lump Sum (LS).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

-
- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

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- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

-
- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
 - B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
 - C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
 - D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
 - E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
 - F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
 - G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
 - H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
 - I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Revise and Resubmit.
 - 4. Rejected.
 - 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 Description

Scope: CONTRACTOR shall furnish all labor, materials, equipment and incidentals required for demolition, removal and disposal of Work shown and specified.

- A. Included, but not limited to, are demolition and removal of existing facilities, materials, equipment, or Work necessary to install the new Work as shown and specified and to connect same with existing Work in an approved manner. Demolition includes but is not limited to structural concrete, structural steel, masonry, attachments, appurtenances, and similar existing facilities. Demolition also includes all types of saw cutting.
- B. Demolitions and removals which may be specified under other Sections shall conform to requirements of this Section.
- C. Contractor shall be properly trained and certified by the Mississippi Department of Environmental Quality (MDEQ) to perform asbestos abatement.

1.02 Submittals

Schedule: Submit for approval proposed methods, equipment, and operations sequence. Include coordination for shut-off, capping, temporary services, continuation of utility services, and other applicable items to ensure no interruption of OWNER'S operations.

Landfill Records: Indicate receipt and acceptance of asbestos containing material by a landfill facility licensed to accept asbestos containing material (See Appendix C for waste shipment form).

1.03 Job Conditions

- A. Protection:
 - 1. CONTRACTOR shall execute the demolition and removal of Work to prevent damage or injury to structures, occupants thereof and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from, adjacent structures.
 - 2. Closing or obstructing of roadways, sidewalks, and passageways adjacent to the Work by the placement or storage of materials will not be permitted, and all operations shall be conducted without interference to traffic on these ways.
 - 3. CONTRACTOR shall repair damage done to facilities to remain, or to any property belonging to the OWNER.
- B. Notification: At least 48 hours prior to commencement of a demolition or removal, CONTRACTOR shall notify the ENGINEER in writing of his proposed schedule therefore.

-
- C. Explosives: Do not bring explosives on site nor use explosive for demolition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 General

- A. All materials and equipment removed from existing Work shall become the property of the CONTRACTOR, except for those which the OWNER has identified and marked to remain the property of the OWNER. All materials and equipment marked by the OWNER to remain its property shall be carefully removed by the CONTRACTOR so as not to be damaged, and then cleaned and stored on or adjacent to the site in a protected place specified by the ENGINEER or loaded onto trucks provided by the OWNER. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Demolition Contractor: Must have proper training and certification by the MDEQ Asbestos Accreditation and Certification Program.
- C. CONTRACTOR shall dispose of all demolition materials, equipment, debris, and all other items not marked by the ENGINEER to remain the OWNER's property, off the site and in conformance with all existing applicable laws and regulations. Do not allow demolished materials to accumulate on-site.
- D. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 2. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the Work.
 3. Be familiar with and follow the guidelines for asbestos abatement.
 4. Do not burn demolished materials.
- E. Contractor shall verify that all utilities have been capped and/or disconnected prior to starting demolition operations.

**** END OF SECTION ****

SECTION 02920

GRASSING

PART 1 – GENERAL

1.01 Description

- A. Scope:
 - 1. CONTRACTOR shall furnish all labor, materials and incidentals required to establish a permanent stand of warm season grass as provided by the warranty specified herein. Grassing shall be established in all areas disturbed by CONTRACTOR during construction.
 - 2. If the Contractor fails to establish a warm season grass before a cool season grass becomes necessary then regrassing with a warm season grass as specified in Part 3.07 of this section will be required. A cool season grass may be required on the disturbed areas.
 - 3. The types of grassing work required include the following.
 - a. Topsoil stockpiled for reuse under Section 02200, Excavation and Backfill.
 - b. Seeded areas
 - c. Mulch seeded areas
 - d. Maintenance until completion of contract
 - e. Fertilizers
 - f. Guarantees
- B. Coordination: Review installation procedures under other Sections and coordinate the installations of items that must be installed with the grassing.
- C. Site Investigation: CONTRACTOR shall visit the job site and familiarize himself with the nature and location of the work, existing site conditions and conditions under which he will be obligated to perform the work listed herein.
- D. Related Work Specified Elsewhere: Not Used

1.02 Quality Assurance

- A. Landscape Subcontractor Qualifications: Must be a licensed Landscape Contractor who will employ only experienced personnel who are familiar with the required work and will provide adequate supervision by a qualified foreman.
- B. Source Quality Control:
 - 1. General: Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations of the State of Mississippi and U.S. Department of Agriculture, circular No. 156 applicable to landscape materials.
 - 2. Analysis and standards: Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Analytical Chemists, wherever applicable or as further specified.

-
- C. Reference Standards: Comply with applicable provisions and recommendations of the following, except where otherwise shown or specified:
1. Mississippi Fertilizer Law: Rules and Regulations – MS Department of Agriculture and Commerce.
 2. Mississippi Pure Seed Law and Regulations – MS Department of Agriculture and Commerce.
 3. Association of Official Analytical Chemists, Official Methods of Analysis.
 4. American Joint committee on Horticultural Nomenclature, Standardized Plant Names.
 5. ASTM C 602, Agricultural Liming Materials.
 6. ASTM D 2487, Classification of Soils for Engineering Purposes.
 7. FSO-F-241D, Fertilizer, Mixed Commercial.
 8. FSO-P-166E, Peat Moss; Peat, Humus; and Peat. Reed-sedge.
 9. Official Seed Analysis of North America, Standards of Quality.

1.03 Submittals

- A. Shop Drawings: Submit for approval the following:
1. Planting schedule for landscape installation showing scheduled planting dates for each type of seed.
 2. Manufacturer's specifications and installation instructions for all materials required.
- B. Certificates: Submit for approval the following:
1. Certificates of inspection as may be required by governmental authorities to accompany shipments, and manufacturer's or vendors certified analysis for soil amendments and fertilizer materials. For standard products submit other data substantiating that materials comply with specified requirements.
 2. Certificates from seed vendors for each seed mixture required, stating botanical and common name, percentage by weight and percentages of purity, germination, and weed seed for each species.

1.04 Product Delivery, Storage and Handling

- A. Delivery of Materials: Do not deliver seed until site conditions are ready for planting.
1. Deliver packaged materials to the site in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery.
 2. Furnish seed in sealed, standard containers each bearing the manufacturer's guaranteed analysis.
 3. Notify ENGINEER of delivery schedule in advance so landscape material may be inspected upon arrival at job site.
 4. Remove damaged and other unacceptable material immediately from job site.

-
- B. Storage of Materials:
 - 1. Store and cover materials to prevent deterioration. Remove packaged materials which have become wet or show deterioration or water marks from the site.
 - 2. Seed that is wet or moldy or that has been otherwise damaged in transit or storage is not acceptable. Replace at no further cost to OWNER.

1.05 Job Conditions

- A. Environmental Requirements:
 - 1. Proceed with and complete the work as rapidly as portions of the site become available, working within the seasonal limitations for each type of material required.
 - 2. Do not spread seed when wind velocity exceeds 5 miles per hour.
- B. Scheduling: Plant or install materials only during normal planting seasons. Correlate planting with specified maintenance periods to provide maintenance until occupancy by the OWNER.

1.06 Alternatives

Do not make substitutions. If specified landscape material is not obtainable, submit to ENGINEER proof of non-availability and proposal for use of equivalent material.

PART 2 – PRODUCTS

2.01 Materials

- A. Topsoil:
 - 1. Both on-site and off-site topsoil shall be approved by ENGINEER prior to use.
 - 2. If off-site topsoil is required a representative sample will be tested in accordance with on-site samples as shown in Appendix C.
 - 3. Fertile, friable, natural loam, surface soil, capable of sustaining vigorous plant growth, free of any admixture of subsoil, clods of hard earth, plants or roots, pests or pests larvae, sticks or other extraneous material harmful to plant growth.
 - 4. Organic content shall not be less than 5 percent, as determined by ignition loss.
- B. Grass Materials:
 - 1. Grass Seed Mixture: Provide fresh, clean, new-crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified.
 - 2. Seed shall be delivered in bags as required by law. Each bag shall be tagged showing the percentage of germination, purity of the seed and percentage of noxious weeds and litter.
 - 3. Seed shall be free of wild onion, Canadian thistle and Johnson grass. One pound of seed shall not contain more than 300 noxious seeds.
 - 4. Seed older than 1 year will not be accepted.

5. The "Schedule of Grass Seed Requirements" is as follows:

Name of Grass	Purity	Germination	<u>Application</u>		<u>Per Acre</u>	
			May 1 to Aug. 15	Aug 15 to Sept 15	Sept. 15 to Feb 15	Feb 15 to May 1
Bermuda Grass	95%	90%	60 lbs (hulled)	30 lbs		60 lbs
Rye	95%	90%	--	60 lbs	60 lbs	30 lbs

6. Bermuda Grass shall be hulled Sunstar Improved Hybrid Bermuda as manufactured by LESCO or approved equal. Certification of seed required.
7. Rye Grass shall be an annual Rye Grass.

C. Solid Sod:

1. Type: Tifway (419) Hybrid Bermuda. Certification of sod required.
2. Sod shall be provided in large blocks or in rolls acceptable in size to the ENGINEER, free from ragged edges and with a minimum of 1-1/2 inch soil adhering firmly to the roots. Rolls shall be 30 to 42 inches in width.
3. Sod shall be free from obnoxious weeds and other grasses and shall not contain matter deleterious to its growth.
4. Sod shall be mowed within 24 hours proceeding cutting, and transplant with 24 hours from time of cutting, unless stacked in a manner acceptable to ENGINEER. **IN NO** event shall more than 3 days elapse between cutting and planting of sod.

D. Soil Amendments: Agricultural Lime: Natural limestone containing not less than 85 percent of total carbonates, ground so that not less than 90 percent passes a 10-mesh sieve and not less than 50 percent passes a 100-mesh sieve.

E. Fertilizers:

1. Commercial Fertilizer: Complete fertilizer of neutral character, with a minimum of 75 percent nitrogen derived from natural organic sources or urea form; 40-50 percent of the nitrogen shall be water soluble. Available phosphoric acid derived from superphosphate, bone, or tankage. Potash derived from muriate of potash, containing 60 percent potash. Uniform in composition, free flowing and suitable for application with approved equipment.
2. Provide the following types of fertilizers:
 - a. Combination Fertilizer: Minimum chemical analysis of nitrogen, phosphorus and potash of 13-13-13
 - b. Manufactured Fertilizer having a minimum chemical analysis of nitrogen, phosphorus and potash of 34-0-0:
 - 1) Ammonia nitrate 34-0-0
 - 2) Muriate of Potash 0-0-60

F. Mulch: Anti-Erosion Mulch: Provide clean, seed-free salt hay or threshed straw of wheat, rye, oats or barley, free from noxious weeds. Materials which are low grade and unfit for farm use such as "U.S. Sample Grade" are acceptable.

G. Water: Water shall not contain chemical or toxins which may be harmful.

PART 3 – EXECUTION

3.01 Soils Analysis

- A. Prior to planting grass seeds the Contractor shall make soil samples. One soil sample shall be obtained for every 10,000 square feet of area to be planted. Soil samples shall be tested for pH and nutrient deficiencies as tested in Appendix C. The Contractor shall use the results of the analysis and recommendations for applying fertilizers and agricultural lime, preplant and post plant.
- B. When off-site top soil is required, provide soil analysis prepared from samples taken from the excavation site. Provide two (2) samples per 1,000 cubic yards and have samples tested in same manner as on-site analysis shown in Appendix C.

3.02 Topsoil

- A. CONTRACTOR and his installer must install previously stripped topsoil if it meets the quality requirements listed in Part 2.01 and meets the Engineer's approval.
- B. When off-site topsoil is required, the Contract will collect samples taken from the site and have samples analyzed by the local county extension service prior to using on-site. If topsoil deficiencies are extreme, the Engineer may reject the off-site topsoil.

3.03 Soil Preparation

- A. Apply ground limestone, by machine, over all areas to receive seed, as required, at the rate required by the soil analysis, to bring the soil to a neutral pH. Work lightly into the top 3 inches of topsoil at least five days before applying the commercial fertilizers.
- B. Apply fertilizer by machine; over areas to receive turf at the rate determined in the soil analysis.
- C. Apply commercial fertilizers within 10 days of planting.
- D. Thoroughly and evenly incorporate fertilizer with the soil to depth of 3 inches by disking, or other approved method.
 - 1. In areas inaccessible to power equipment, use hand tools.
 - 2. Adjacent to existing trees, adjust depth to avoid disturbing roots.
- E. Grade planting areas to smooth, even surface with loose, uniformly fine texture. All finish grades shall be plus or minus 1" or .10 of a foot. Remove all stones and extraneous foreign material in excess of 1-inch diameter. Roll and rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- F. Moisten prepared planting areas before seeding if soil is dry. Water thoroughly and allow surface moisture to dry before planting. Do not create a muddy soil condition.
- G. Restore planting areas to specified condition if eroded or otherwise disturbed after fine grading and prior to seeding.

3.04 Installation

- A. General: Maintain grade stakes until removal is mutually agreed upon by all parties concerned.
- B. Seeding:
 - 1. Sow seed using a spreader or seeding machine.
 - 2. Distribute seed evenly over entire area by sowing equal quantity in 2 directions at right angles to each other. Do not sow seeds in windy weather.
 - 3. Sow not less than the quantity of seed specified.
 - 4. Cultipacker, or approved similar equipment, may be used to cover the seed and to firm the seedbed in one operation. In areas inaccessible to cultipacker:
 - a. Rake the seed lightly into top 1/8 inch of soil, roll in two directions with a water ballast roller, weighing not less than 100 pounds per linear foot.
 - b. Take care during raking that seed is not raked from one spot to another.
 - 5. Protect seeded areas against erosion by spreading specified lawn mulch after completion of seeding operations.
 - a. Spread anti-erosion mulch at a rate of 1-1/2 tons per acre to form a continuous blanket over seeded areas.
 - b. Place mulch with equipment that will punch controlled quantities of the mulch in a uniform pattern over the specified area. A mulch stabilizer shall be used, consisting of dull blades or disks without camber and approximately 20 inches in diameter. A farm disk will not be allowed as a replacement for a mulch stabilizer.
 - 6. Do not leave seeded areas unmulched for longer than 3 days. Reseed areas which remain without mulch for longer than 3 days.
 - 7. Prevent damage or staining of construction or other plantings adjacent to mulched areas.
 - 8. Prevent foot or vehicular traffic, or the movement of equipment, over the mulched area.
 - 9. Water seeded areas thoroughly with a fine spray.
- C. Sodding:
 - 1. Place on the approved prepared surface with edges in close contact, and starting at the lowest point and working upward.
 - 2. Close cracks between blocks of sod small pieces of fresh sod. Fill cracks too small for sod with a light dressing of approved soil.
 - 3. Compact and water sod area to the satisfaction of the Landscape Architect. Compact with light rollers, hand tamps or other approved equipment.
 - 4. Excavate so that the soil elevation of the sod meets flush with the seeded soil elevations where seeded areas join sodded areas.
 - 5. Peg with wooden pegs driven through the sod into firm earth at intervals deemed suitable to hold the sod in place, in areas where the sod may slide (due to the height and slope of the surface or nature of the soil).

-
- D. Reconditioning Existing Turf:
 - 1. Recondition existing turf areas damaged by CONTRACTOR'S operations including storage of materials or equipment and movement of vehicles. Also reconditioning existing turf areas where minor regrading is required.
 - 2. Water newly planted areas and keep moist until new turf is established.

3.05 Plant Establishment

- A. Seeding and Overseeding: Consists of protection of areas and operations of maintenance including watering, mowing, weeding, repairing, and reseeding of areas damaged or eroded as a result of the Contractor's operations, negligence, or by normal rains or storm, prior to acceptance.
- B. Sodding: Consists of preserving, protecting, replacing, watering, and maintenance necessary to keep the sod in satisfactory condition until acceptance.

3.06 Project Completion

- A. Clean-Up: Refer to Section 1710.
- B. Maintenance:
 - 1. Begins immediately after each plant and/or seeding is planted and continues until planting has passed final inspection and acceptance.
 - 2. Includes watering, weeding, cultivating, mowing, removal of dead materials, resetting plants to proper grades and other necessary operations. Lawn areas to receive watering at the rate of 1-1/2 inch per week.
 - 3. Fertilize lawn areas with specified fertilizers, pre-plant fertilizer (13-13-13), mid-post plant (34-0-0). After 14 days of pre-plant application and final post plant (13-13-13) 14 days after mid-post plant application, apply 1 lb. of Nitrogen per 1,000 sq. ft. per application.
 - 4. Mowing shall begin twenty-one days after planting and continue every seven days until final acceptance. Perform mowing with rotary or reel mowers – no bushhogs or flail mowers allowed. Mow and trim to a height of 1-1/2 inch.
 - 5. Provide protection to lawn areas. Repair damage resulting from construction operations promptly.
 - 6. Control weeds in lawn areas during maintenance period.
 - 7. Roll all lawn areas for smoothness.
- C. Maintenance by Owner:
 - 1. Owner will provide adequate maintenance during the guarantee period; however, Contractor shall fully explain the watering, and mowing needs of the work to the Owner in writing, submitted with the closeout documents.
 - 2. Contractor is responsible for planting until the guarantee period is up, unless the Owner is grossly negligent in his maintenance of the work.
 - 3. Maintenance by Owner shall not begin until final acceptance.

3.07 Guarantee, Inspection and Acceptance

- A. Inspection:
 - 1. Notify Engineer:
 - a. Prior to the days on which grassing operations are performed, and
 - b. To request final inspection.
 - 2. Made by Engineer at the conclusion of planting to determine completion, exclusive of replacement of plants.
- B. Final Acceptance:
 - 1. Final acceptance will be made by Owner following final inspection and approval by the Engineer.
 - 2. Where seeding is included, will not be made for a minimum period of 21 calendar days after permanent grass seeding and until seed have germinated and are growing in a satisfactory stand.
 - 3. A satisfactory stand of grass is a cover of living grass (limited to the species of seed or sod which is expected to germinate in the current season), in which no gaps greater than 6 inches occur in seeded areas and no gaps occur in sodded areas.
 - 4. If an acceptable stand of grass is not established within 45 calendar days from date of planting, the area shall be reseeded or repaired (at no cost to the Owner) until an acceptable stand is established. Deficiencies in the work must be corrected before final acceptance will be made.
- C. Guarantee:
 - 1. Period – 60 days, BEGINNING at the time of FINAL acceptance.
 - 2. Grass shall be alive, in a satisfactory condition, and growth for each specified species of plant at the end of the guarantee period, unless the plant material has suffered from direct damage or negligence by the Owner.
 - 3. Grass damaged directly or indirectly as a result of the Work prior to final acceptance of the complete project, shall be replaced.
 - 4. Refer to warranty requirements of sod (paragraph 2.04C).
- D. Reports by Landscape Contractor:
 - 1. Beginning at final acceptance and during the guarantee period, make periodic inspections of the work to verify minimal maintenance by Owner.
 - 2. Inspections shall be made once every 30 days. File a written report with the Owner and the Engineer.
 - 3. Failure to do so shall relieve the Owner of his maintenance requirements during the guarantee period.
- E. Replacement – Warranty:
 - 1. Grassing required under this contract which is dead or not in satisfactory condition during, or at the end of the guarantee period, as determined by the Engineer, shall be removed and replaced, at the Contractor's expense, provided that:
 - a. Owner has complied with the instructions for maintenance provided by the Contractor, and
 - b. The 30-day reports by the Contractor are on file with the Engineer.
 - 2. Notify the Engineer when planning to replace the grass so that the Engineer or Owner may be present.

-
3. Replacement plants shall be of the same variety and species installed, unless directed otherwise by the Engineer.

3.08 Re-Grassing Requirement

- A. This requirement is for the purpose of installing the desired stand of warm season grass, which could not be established if planted in the period of August 16 to May 1.
- B. This requirement is not covered under the specified construction period and does not provide for liquidated damages; however the Owner reserves the right to assess applicable damages to the Contractor if the re-grassing operation has not been completed by June 1 of the succeeding grassing season, following the completion of other components of this project.
- C. Grassing operations performed in the period beginning August 16, and continuing to May 1:
 1. Re-seed and re-fertilize project area designated to be seeded, if an acceptable stand of warm season grass has not been achieved, as determined by the Owner and Engineer on or around May 1.
 2. Re-grassing operations shall require fill as required due to erosion, scarifying, fertilization, and grassing, all as per this Section. Mulch bare areas greater than 3 feet by 3 feet.

**** END OF SECTION****

Appendix A

Asbestos Inspection Reports



Advanced Environmental Consultants, Inc.
Project Managers and Scientists

Asbestos Inspection



**Residence
110 Martin Luther King Drive
Hattiesburg, MS 39401**

Prepared for:

**City of Hattiesburg
Director of Engineering
212 W Front Street
Hattiesburg, MS 39401**

Prepared by:

**Advanced Environmental Consultants, Inc.
775 North President Street
Jackson, MS 39202**

Project AEC 017.22

February 16, 2022

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**775 North President Street
Jackson, MS 39202**

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ASBESTOS INSPECTION

**110 Martin Luther King Avenue
Hattiesburg, MS 39401**

1.0 SUMMARY

At the request of Mr. Lamar Rutland, P.E, Director of Engineering for the City of Hattiesburg, Advanced Environmental Consultants, Inc. (AEC) conducted an *Asbestos Inspection* of the home located at 110 Martin Luther King Avenue in Hattiesburg, Mississippi. The home consisted of two bedrooms, living room, dining room, kitchen, hallway, and bathroom.

The Inspection was conducted following the guidance of the National Emissions Standards for Hazardous Air Pollutants (NESHAP). Table 1 provides information regarding client, address of site, laboratory utilized, inspector, and areas inspected. AEC inspected areas that were accessible in the interior areas of the home for suspect Asbestos Containing Materials (ACMs). A description of the samples collected and the analytical results are provided in Tables 2 and 3, respectively.

Table 1. General Information

Client	City of Hattiesburg		
Site Address	110 Martin Luther King Avenue Hattiesburg, MS 39401	Date of Inspection	02/09/2022
Analytical Laboratory	SanAir Technologies Laboratory, Inc.		
Inspector(s)	DeJonnnette King (MDEQ Inspector Certificate No. ABI-00001497) ¹		
Inspected Areas	Inspected the interior and exterior of the home for suspect ACMs.		

¹See appendix A for copies of licenses/certifications

The Asbestos Inspection indicated that ACMs were detected in levels greater than one percent in the areas depicted below:

- Yellow linoleum tile in the Kitchen, and
- Tan 12X12 vinyl floor tile in the Laundry Room.

The interior transite above the stove in the Kitchen was not sampled due to location, but has the potential to contain ACMs.

This summary is provided solely for purposes of overview. Any party who relies on this report must read the entire report. The summary omits a number of details, any of which could be crucial to the proper application of this report.

2.0 INTRODUCTION

The inspector evaluated the interior and exterior of the home for suspect ACMs and sampled all areas that were suspect and accessible. Copies of licenses/certifications for the inspector(s) and the analytical laboratory are provided in Appendix A of this report.

3.0 SCOPE OF SERVICES AND LIMITATIONS

3.1 Scope of Services

An Asbestos Inspection includes:

- 1) A visual reconnaissance of the areas to identify suspect ACMs and sampling of the subject property to identify and quantify the presence of asbestos located in the building materials;
- 2) The collection of representative samples and suspect ACMs within each homogeneous area (areas similar in appearance, material composition, and date of application);
- 3) An evaluation and documentation of the physical condition, location, and approximate quantity of suspect ACMs at each sampling location;
- 4) The submission of bulk samples to a subcontracted analytical laboratory, under standard chain-of-custody procedures, certified by the U.S. Department of Commerce National Institute of Standards and Technology for Polarized Light Microscopy analysis, in general accordance with the National Institute for Occupational Safety and Health (NIOSH) manual of analytical methods (40 CFR Part 763, *Methods for Determination of Asbestos in Bulk Samples*); and
- 5) An evaluation of the collected information and the preparation of this report, which includes our findings and conclusions.

3.2 Limitations and Warranty

AEC warrants that the results in this report are valid only for those materials and sample locations that were accessible, tested and analyzed, as a result of the Inspection conducted on February 9, 2022.

4.0 ASBESTOS IDENTIFICATION INSPECTION

4.1 Description of Sampled Areas

The *Asbestos Inspection* consisted of an evaluation of the interior and exterior of the home, as earlier indicated. The Inspection included those areas in which access was provided and did not include areas to which access would have required damaging home components such as hard enclosures, areas that are/or could be defined as “confined spaces”, and/or areas where access would cause undue risk to personnel and/or occupants.

The interior and exterior components of the home consisted of the following:

Interior

Walls: Drywall
 Flooring: Wood and 12x12 Floor Tile
 Ceiling: Drywall
 Doors: Wooden
 Windows: Metal
 Transite above stove in kitchen

Exterior

Siding: Transite and Wood siding
 Roof: Pitched shingle
 Doors: Wooden

Samples were collected at various locations throughout the home. A description of the sample locations is provided in Table 2 as outlined below.

Table 2. Sample Locations

Sample ID Number	Sample Description	Sample Location	Asbestos Content	Friability	Physical Condition
110-AS-01	Shingle	Roof	NAD ¹	Non-Friable	Poor
110-AS-02	Transite	Roof	NAD	Non-Friable	Good
110-AS-03	Drywall texture	Bathroom	NAD	Non-Friable	Poor
110-AS-03	Ceiling Texture	Bathroom	NAD	Non-Friable	Poor
110-AS-04	Linoleum Flooring	Kitchen-bottom layer	2% Chrysotile	Non-Friable	Poor
110-AS-04	Mastic		NAD	Non-Friable	Poor
110-AS-05	12X12 grey tile	Kitchen – top layer	NAD	Non-Friable	Good
110-AS-06	12X12 tile (tan)	Laundry Room-entrance	NAD	Non-Friable	Poor
110-AS-06	Mastic		2% Chrysotile	Non-Friable	Poor

Sample ID Number	Sample Description	Sample Location	Asbestos Content	Friability	Physical Condition
110-AS-07	Textured ceiling	Kitchen, at exit to laundry rom	NAD	Non-Friable	Good

¹NAD means No Asbestos Detected

Note: According to 40 CFR 61 (NESHAPS) Asbestos Containing Material (ACMS) is any material that contains more than one percent of asbestos.

4.2 Sampling Methodology

Professional judgment was utilized in selecting the sampling locations and in determining the number of bulk samples to be collected. These samples were treated as homogeneous and representative of like materials throughout the home. Details are shown in Table 3.

4.3 Sample Handling and Analysis

The collected samples were stored in a properly labeled and hermetically sealed containers for analysis at the laboratory specified on Table 3. Analysis was performed to determine the presence and type (if any) of ACMs in the samples.

Laboratory analysis utilized Polarized Light Microscopy (PLM) with dispersion staining in accordance with the NIOSH Manual of Analytical Methods, Third Edition, and USEPA 40 CFR Part 763, entitled *Methods for Determination of Asbestos in Bulk Samples*. Collection, analysis, and disposition followed standard Chain-of-Custody (COC) requirements.

Table 3. Details of Sampling Methodology

Number of samples collected	7
Number of samples analyzed (including composed samples)	10
Date sample(s) submitted for analysis	02/09/2022
Analytical Laboratory	SanAir Technologies Laboratory, Inc. ² Powhatan, Virginia

²See Appendix A for copy of the laboratory license.

4.4 Asbestos Analytical Results

A copy of the laboratory analytical results and chain-of-custody forms are provided in Appendix B of this report. Photographs of samples collected are provided in Appendix C of this report.

5.0 FINDINGS

The *Asbestos Inspection* indicated that ACMs were detected in levels greater than one percent in the yellow linoleum tile in the Kitchen and tan 12X12 vinyl floor tile in the Laundry Room.

The interior transite above the stove in the Kitchen was not sampled due to location, but has the potential to contain ACMs.

6.0 CONCLUSIONS

AEC concludes that all interior transite, yellow linoleum tile, and 12X12 vinyl floor tile in the home should be treated as ACMS.

7.0 RECOMMENDATIONS

AEC recommends prior to any renovation and/or demolition that a Mississippi Department of Environmental Quality licensed Asbestos Abatement Contractor is utilized for removal of all interior transite, yellow linoleum, and 12X12 vinyl floor tile in the home following the NESHAP and MDEQ guidelines. MDEQ must be notified 10 days prior to removal of all ACMSs.

8.0 GENERAL COMMENTS

This report is an instrument of service prepared for the exclusive use of City of Hattiesburg and may not be reproduced or distributed without written authorization from said party. The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, expressed or implied, is made. The services were performed consistent with the agreement between AEC and City of Hattiesburg. This report is solely for the use and information of City of Hattiesburg or as otherwise noted. Any unauthorized use of this report is strictly prohibited and AEC assumes no liability for any such use.

A hazardous substance includes any material that the USEPA has designated for special considerations under the Toxic Substances Control Act, Clean Air Act, and Clean Water Act, as defined under Section 101 (14) of CERCLA, as well as any hazardous waste defined under RCRA or constituents of petroleum products.

This report has been prepared in order to aid in the evaluation of the home located at 110 Martin Luther King Avenue, Hattiesburg, Mississippi, with regard to the potential for ACMs present at the time of this study. The conclusions presented in this report were based on sampling only and visual observations. We do not warrant the accuracy of information supplied by others.

APPENDICES

APPENDIX A

CERTIFICATIONS AND LICENSES

August 3, 2021

DeJonnnette G. King
Advanced Environmental Consultants, Inc
775 N. President Street
Jackson, Mississippi 39202

Dear DeJonnnette G. King:

Re: Certificate Of Licensure
Asbestos Inspector Certification

Enclosed please find the certificate issued to you by the Commission on Environmental Quality for the asbestos abatement category referenced above.

Your certification will expire as referenced on the face of the certificate. During the year of valid certification you should ensure that required refresher training is completed and proof of completion of this training is obtained for submittal when renewal of certification is sought.

Any inquiries regarding this certificate should reference your name, certification number, and category of certification. If you have any questions or if we can be of service, please contact us.

Sincerely,



Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

40698 LIC20210003

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

DeJonnette G. King

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Inspector
Certification***



***Certificate No.: ABI-00001497
Expiration Date: Jul 26th, 2022
Training Expires on Jul 26th, 2022***

Chief, Asbestos & Lead Branch

40698 LIC20210003

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200870-0

SanAir Technologies Laboratory, Inc.
Powhatan, VA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2021-04-01 through 2022-03-31

Effective Dates




For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive

Suite B

Powhatan, VA 23139

Ms. Sandra Sobrino

Phone: 804-897-1177 Fax: 804-897-0070

Email: ssobrino@sanair.com

<http://www.sanair.com>

ASBESTOS FIBER ANALYSIS

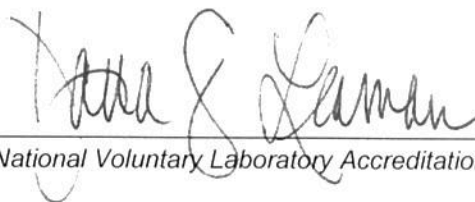
NVLAP LAB CODE 200870-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

APPENDIX B

ASBESTOS ANALYTICAL RESULTS
CHAIN OF CUSTODY FORMS



The Identification Specialists

Analysis Report
prepared for
Advanced Environmental Consultants, Inc

Report Date: 2/14/2022

Project Name: 110 Martin Luther King Ave, Hattiesburg, MS

Project #: AEC 017-22

SanAir ID#: 22006613



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number

22006613

FINAL REPORT

2/14/2022 5:11:58 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017-22

P.O. Number:

Project Name: 110 Martin Luther King Ave, Hattiesburg, MS

Collected Date: 2/9/2022

Received Date: 2/11/2022 10:50:00 AM

Dear DeJonnnette King,

We at SanAir would like to thank you for the work you recently submitted. The 7 sample(s) were received on Friday, February 11, 2022 via UPS. The final report(s) is enclosed for the following sample(s): 110-AS-01, 110-AS-03, 110-AS-04, 110-AS-05, 110-AS-06, 110-AS-07. The following sample(s) were unusable and were not tested: 110-AS-02

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is fluid and cursive.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 6 samples in Good condition.
- 1 samples in Sample Not Received condition. (#2)



SanAir ID Number

22006613

FINAL REPORT

2/14/2022 5:11:58 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017-22**P.O. Number:****Project Name:** 110 Martin Luther King Ave, Hattiesburg, MS**Collected Date:** 2/9/2022**Received Date:** 2/11/2022 10:50:00 AM

Analyst: Roseblock, Mary

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
110-AS-01 / 22006613-001 Roof Shingle - Front Of House	Brown Non-Fibrous Heterogeneous		100% Other	None Detected
110-AS-02 / 22006613-002 Transite - Exterior Front Of House				Not Submitted
110-AS-03 / 22006613-003 Bathroom - Wall Near Sink, Drywall	White Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
110-AS-03 / 22006613-003 Bathroom - Wall Near Sink, Texture	White Non-Fibrous Homogeneous		100% Other	None Detected
110-AS-04 / 22006613-004 Kitchen - Bottom Layer Linoleum, Tile	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
110-AS-04 / 22006613-004 Kitchen - Bottom Layer Linoleum, Mastic				Not Analyzed
110-AS-05 / 22006613-005 Kitchen - Top Layer 12x12 VCT Floor Tile	Grey Non-Fibrous Homogeneous		100% Other	None Detected
110-AS-06 / 22006613-006 Laundry Room - 12x12 VCT, Floor Tile	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
110-AS-06 / 22006613-006 Laundry Room - 12x12 VCT, Mastic				Not Analyzed
110-AS-07 / 22006613-007 Kitchen - Textured Ceiling Near Entrance	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Mary E. Roseblock*Approved Signatory: *Johnathan Wilson*

Analysis Date: 2/14/2022

Date: 2/14/2022

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



10501 Trade Ct., Suite 100
N. Chesterfield, VA 23236
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
Form 140, Rev 5, 1/4/2022

SanAir ID Number

22006613

Company: Advanced Environmental Consultants, Inc.		Project # AEC 017.22	Collected by: DeJonnnette King
Address 775 N. President Street		Project Name 110 MARTIN LUTHER KING AVE, HATTIESBURG, MS	Phone # 601-362-1788
City, St., Zip: Jackson, MS, 39202		Date Collected: 2/9/2022	Fax #: 601-362-3967
State of Collection	Account#:	P.O. Number	Email: aecinc@advancedenviroconsultants.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	☒	ABA	PCM NIOSH 7400	☐	ABSE	PLM EPA 600/R-93/116 (Qual.)	☐
	Positive Stop	☐	ABA-2	OSHA w/ TWA*	☐	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	☐	ABTEM	TEM AHERA	☐	ABSP	PLM CARB 435 (LOD <1%)	☐
ABB1K	PLM EPA 1000 Point Count	☐	ABATN	TEM NIOSH 7402	☐	ABSP1	PLM CARB 435 (LOD 0.25%)	☐
ABBEN	PLM EPA NOB**	☐	ABT2	TEM Level II	☐	ABSP2	PLM CARB 435 (LOD 0.1%)	☐
ABBCH	TEM Chatfield**	☐	Other:		☐	Dust		
ABBTM	TEM EPA NOB**	☐	New York ELAP			ABWA	TEM Wipe ASTM D-6480	☐
ABQ	PLM Qualitative	☐	ABEPA2	NY ELAP 198.1	☐	ABDMV	TEM Microvac ASTM D-5755	☐
			ABENY	NY ELAP 198.6 PLM NOB	☐			
			ABBNY	NY ELAP 198.4 TEM NOB	☐	Matrix	Other	☐

** Available on 24-hr. to 5-day TAT

Water	ABHE	EPA 100.2	☐
-------	------	-----------	--------------------------

Turn Around Times	3 HR (4 HR TEM) ☐	6 HR (8HR TEM) ☐	12 HR ☐	1 Day ☒
	☐ 2 Days	☐ 3 Days	☐ 4 Days	☐ 5 Days

Special Instructions	If first layer test positive, stop.
-----------------------------	-------------------------------------

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
110-AS-01	Roof shingle- Front of house		2/9/22		
110-AS-02	Transite - Exterior front of house		2/9/22		
110-AS-03	Bathroom - Wall near sink		2/9/22		
110-AS-04	Kitchen- Bottom layer linoleum		2/9/22		
110-AS-05	Kitchen - Top layer 12X12 VCT floor tile		2/9/22		
110-AS-06	Laundry room - 12X12 tan VCT		2/9/22		
110-AS-07	Kitchen - textured ceiling near entrance		2/9/22		

Relinquished by	Date	Time	Received by	Date	Time
DeJonnnette G King	2/9/22	4:00 p.m.	<i>[Signature]</i>	2/11/22	10:50am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of \$150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Ground and Next Day Air shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

APPENDIX C
SITE PHOTOGRAPHS

SITE PHOTOGRAPHS

Asbestos Inspection

110 Martin Luther King Avenue
Hattiesburg, MS 39401



110-AS-01
Shingle/ Roof



110-AS-02
Transite Siding/Exterior



110-AS-03
Wall/ Bathroom



110-AS-04
Linoleum Flooring (Bottom Layer)/ Kitchen



110-AS-05
12x12 VCT (Top Layer)/ Kitchen



110-AS-06
12X12 Floor Tile/ Laundry Room



110-AS-07
Ceiling/ Kitchen



Advanced Environmental Consultants, Inc.
Project Managers and Scientists

Asbestos Inspection



**Residence
700 Woodland Court
Hattiesburg, MS 39401**

Prepared for:

**City of Hattiesburg
Director of Engineering
212 W Front Street
Hattiesburg, MS 39401**

Prepared by:

**Advanced Environmental Consultants, Inc.
775 North President Street
Jackson, MS 39202**

Project AEC 017.22

February 16, 2022

**P. O. Box 16847
Jackson, MS 39236-6847**

Phone: (601) 362-1788

Fax: (601) 362-3967

Email: aecinc@advancedenviroconsultants.com

www.advancedenviroconsultants.com

**775 North President Street
Jackson, MS 39202**

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ASBESTOS INSPECTION

**700 Woodland Court
Hattiesburg, MS 39401**

1.0 SUMMARY

At the request of Mr. Lamar Rutland, P.E, Director of Engineering for the City of Hattiesburg, Advanced Environmental Consultants, Inc. (AEC) conducted an *Asbestos Inspection* of the home located at 700 Courtland Court in Hattiesburg, Mississippi. The home consisted of two bedrooms, living room, dining room, kitchen, hallway, and bathroom.

The Inspection was conducted following the guidance of the National Emissions Standards for Hazardous Air Pollutants (NESHAP). Table 1 provides information regarding client, address of site, laboratory utilized, inspector, and areas inspected. AEC inspected areas that were accessible in the interior areas of the home for suspect Asbestos Containing Materials (ACM). A description of the samples collected and the analytical results are provided in Tables 2 and 3, respectively.

Table 1. General Information

Client	City of Hattiesburg		
Site Address	700 Woodland Court Hattiesburg, MS 39401	Date of Inspection	02/09/2022
Analytical Laboratory	SanAir Technologies Laboratory, Inc.		
Inspector(s)	DeJonnnette King (MDEQ Inspector Certificate No. ABI-00001497) ¹		
Inspected Areas	Inspected the interior and exterior of the home for suspect ACM.		

¹See appendix A for copies of licenses/certifications

The *Asbestos Inspection* indicated that ACMs were detected or has the potential to be detected in levels greater than one percent in those areas of the building depicted below:

- Textured ceiling in the Bathroom.
- Linoleum flooring under the carpet in the Living Room.

The interior transite on the heater should be heater was not sampled due to use of heater, but has the potential to contain ACMs.

This summary is provided solely for purposes of overview. Any party who relies on this report must read the entire report. The summary omits a number of details, any of which could be crucial to the proper application of this report.

2.0 INTRODUCTION

The inspector evaluated the interior and exterior of the home for suspect ACM and sampled all areas that were suspect and accessible. Copies of licenses/certifications for the inspector and the analytical laboratory are provided in Appendix A of this report.

3.0 SCOPE OF SERVICES AND LIMITATIONS

3.1 Scope of Services

An Asbestos Inspection includes:

- 1) A visual reconnaissance of the areas to identify suspect ACMs and sampling of the subject property to identify and quantify the presence of asbestos located in the building materials;
- 2) The collection of representative samples and suspect ACMs within each homogeneous area (areas similar in appearance, material composition, and date of application);
- 3) An evaluation and documentation of the physical condition, location, and approximate quantity of suspect ACMs at each sampling location;
- 4) The submission of bulk samples to a subcontracted analytical laboratory, under standard chain-of-custody procedures, certified by the U.S. Department of Commerce National Institute of Standards and Technology for Polarized Light Microscopy analysis, in general accordance with the National Institute for Occupational Safety and Health (NIOSH) manual of analytical methods (40 CFR Part 763, *Methods for Determination of Asbestos in Bulk Samples*); and
- 5) An evaluation of the collected information and the preparation of this report, which includes our findings and conclusions.

3.2 Limitations and Warranty

AEC warrants that the results in this report are valid only for those materials and sample locations that were accessible, tested and analyzed, as a result of the Inspection conducted on February 9, 2022.

4.0 ASBESTOS IDENTIFICATION INSPECTION

4.1 Description of Sampled Areas

The *Asbestos Inspection* consisted of an evaluation of the interior and exterior of the home, as earlier indicated. The Inspection included those areas in which access was provided and did not include areas to which access would have required damaging home components such as hard enclosures, areas that are/or could be defined as “confined spaces”, and/or areas where access would cause undue risk to personnel and/or occupants.

The interior components of the building consisted of the following:

Interior:

Walls: Drywall
Flooring: Wood and 12x12 Floor Tile
Ceiling: Drywall
Doors: Metal
Windows: Aluminum

Exterior:

Pitch shingle roof
Concrete siding
Aluminum windows
Metal door

Samples were collected at various locations throughout the home. A description of the sample locations is provided in Table 2 on the following page.

Table 2. Sample Locations

Sample ID Number	Sample Description	Sample Location	Asbestos Content	Friability	Physical Condition
700-AS-01	Shingle	Roof	NAD ¹	Non-Friable	Poor
700-AS-02	Transite	Roof	NAD	Non-Friable	Poor
700-AS-03	Textured ceiling	Bathroom	2% Chrysotile	Non-Friable	Poor
700-AS-04	12X12 Grey flooring	Kitchen	NAD	Non-Friable	Poor
700-AS-05	Tan Linoleum Flooring	Kitchen	NAD	Non-Friable	Poor
700-AS-06	Light Brown 12X12 VCT	Bathroom	NAD	Non-Friable	Poor
700-AS-07	Brown Carpet	Hallway	NAD	Non-Friable	Poor
700-AS-08	Yellow Linoleum Flooring	Living Room Under carpet	25% Chrysotile	Non-Friable	Poor
700-AS-09	Brown Carpet	Living Room	NAD	Non-Friable	Poor
700-AS-10	Brown Carpet	Bedroom 1	NAD	Non-Friable	Poor
700-AS-11	Green carpet	Bedroom 2	NAD	Non-Friable	Poor

¹NAD means No Asbestos Detected

Note: According to 40 CFR 61 (NESHAPS) Asbestos Containing Material (ACM) is any material that contains more than one percent of asbestos.

4.2 Sampling Methodology

Professional judgment was utilized in selecting the sampling locations and in determining the number of bulk samples to be collected. These samples were treated as homogeneous and representative of like materials throughout the home. Details are shown in Table 3.

4.3 Sample Handling and Analysis

The collected samples were stored in a properly labeled and hermetically sealed containers for analysis at the laboratory specified on Table 3. Analysis was

performed to determine the presence and type (if any) of ACM in the samples.

Laboratory analysis utilized Polarized Light Microscopy (PLM) with dispersion staining in accordance with the NIOSH Manual of Analytical Methods, Third Edition, and USEPA 40 CFR Part 763, entitled *Methods for Determination of Asbestos in Bulk Samples*. Collection, analysis, and disposition followed standard Chain-of-Custody (COC) requirements.

Table 3. Details of Sampling Methodology

Number of samples collected	11
Number of samples analyzed (including composed samples)	11
Date sample(s) submitted for analysis	02/09/2022
Analytical Laboratory	SanAir Technologies Laboratory, Inc. ² Powhatan, Virginia

²See Appendix A for copy of the laboratory license.

4.4 Asbestos Analytical Results

A copy of the laboratory analytical results and chain-of-custody forms are provided in Appendix B of this report. Photographs of samples collected are provided in Appendix C of this report.

5.0 FINDINGS

The *Asbestos Inspection* indicated that ACMs was detected in levels greater than one percent in the areas of the building depicted below:

The *Asbestos Inspection* indicated that ACMs were detected or has the potential to be detected in levels greater than one percent in those areas of the building depicted below:

- Textured ceiling tile in the Bathroom.
- Linoleum under the carpet in the Living Room.
- Although the transite pipe in the interior of the home was not sampled. Transite is suspect material and should be treated as ACMs.

6.0 CONCLUSIONS

AEC concludes that all textured ceiling, linoleum, and interior transite should be treated as ACMs.

7.0 RECOMMENDATIONS

AEC recommends prior to any renovation and/or demolition that a Mississippi Department of Environmental Quality licensed Asbestos Abatement Contractor is utilized for removal of all textured ceiling, linoleum flooring, and interior transite) following the NESHAP and MDEQ guidelines. MDEQ must be notified 10 days prior to removal of all ACMs.

8.0 GENERAL COMMENTS

This report is an instrument of service prepared for the exclusive use of City of Hattiesburg and may not be reproduced or distributed without written authorization from said party. The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, expressed or implied, is made. The services were performed consistent with the agreement between AEC and City of Hattiesburg. This report is solely for the use and information of City of Hattiesburg or as otherwise noted. Any unauthorized use of this report is strictly prohibited and AEC assumes no liability for any such use.

A hazardous substance includes any material that the USEPA has designated for special considerations under the Toxic Substances Control Act, Clean Air Act, and Clean Water Act, as defined under Section 101 (14) of CERCLA, as well as any hazardous waste defined under RCRA or constituents of petroleum products.

This report has been prepared in order to aid in the evaluation of the home located at 700 Woodland Court, Hattiesburg, Mississippi, with regard to the potential for ACMs present at the time of this study. The conclusions presented in this report were based on sampling only and visual observations. We do not warrant the accuracy of information supplied by others.

APPENDICES

APPENDIX A

CERTIFICATIONS AND LICENSES

August 3, 2021

DeJonnelle G. King
Advanced Environmental Consultants, Inc
775 N. President Street
Jackson, Mississippi 39202

Dear DeJonnelle G. King:

Re: Certificate Of Licensure
Asbestos Inspector Certification

Enclosed please find the certificate issued to you by the Commission on Environmental Quality for the asbestos abatement category referenced above.

Your certification will expire as referenced on the face of the certificate. During the year of valid certification you should ensure that required refresher training is completed and proof of completion of this training is obtained for submittal when renewal of certification is sought.

Any inquiries regarding this certificate should reference your name, certification number, and category of certification. If you have any questions or if we can be of service, please contact us.

Sincerely,



Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

40698 LIC20210003

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

DeJonnelle G. King

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Inspector
Certification***



***Certificate No.: ABI-00001497
Expiration Date: Jul 26th, 2022
Training Expires on Jul 26th, 2022***

Chief, Asbestos & Lead Branch

40698 LIC20210003

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200870-0

SanAir Technologies Laboratory, Inc.
Powhatan, VA

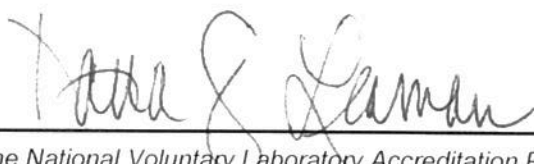
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2021-04-01 through 2022-03-31

Effective Dates



Tara S. Haman
For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive

Suite B

Powhatan, VA 23139

Ms. Sandra Sobrino

Phone: 804-897-1177 Fax: 804-897-0070

Email: ssobrino@sanair.com

<http://www.sanair.com>

ASBESTOS FIBER ANALYSIS

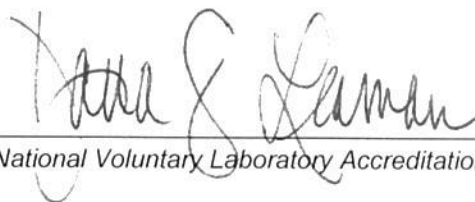
NVLAP LAB CODE 200870-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

APPENDIX B

ASBESTOS ANALYTICAL RESULTS
CHAIN OF CUSTODY FORMS



The Identification Specialists

Analysis Report
prepared for
Advanced Environmental Consultants, Inc

Report Date: 2/14/2022

Project Name: 700 Woodland Court, Hattiesburg, MS

Project #: AEC 017.22

SanAir ID#: 22006610



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
22006610
FINAL REPORT
2/14/2022 6:07:05 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017.22
P.O. Number:
Project Name: 700 Woodland Court, Hattiesburg, MS
Collected Date: 2/9/2022
Received Date: 2/11/2022 10:50:00 AM

Dear DeJonnnette King,

We at SanAir would like to thank you for the work you recently submitted. The 11 sample(s) were received on Friday, February 11, 2022 via UPS. The final report(s) is enclosed for the following sample(s): 700-AS-01, 700-AS-02, 700-AS-03, 700-AS-04, 700-AS-05, 700-AS-06, 700-AS-07, 700-AS-08, 700-AS-09, 700-AS-10, 700-AS-11.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 11 samples in Good condition.



SanAir ID Number

22006610

FINAL REPORT

2/14/2022 6:07:05 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017.22**P.O. Number:****Project Name:** 700 Woodland Court, Hattiesburg, MS**Collected Date:** 2/9/2022**Received Date:** 2/11/2022 10:50:00 AM

Analyst: Vaughan, Nathaniel

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
700-AS-01 / 22006610-001 Roof - Back Of House (Side B)	Black Non-Fibrous Homogeneous		100% Other	None Detected
700-AS-02 / 22006610-002 Roof - Transite Of House (Side B)	Silver Non-Fibrous Homogeneous		100% Other	None Detected
700-AS-03 / 22006610-003 Bathroom - Ceiling Over Tub	White Non-Fibrous Homogeneous		98% Other	2% Chrysotile
700-AS-04 / 22006610-004 Kitchen - Flooring VCT	White Non-Fibrous Homogeneous		100% Other	None Detected
700-AS-05 / 22006610-005 Kitchen - Linoleum Under VCT	Beige Non-Fibrous Homogeneous	20% Cellulose	80% Other	None Detected
700-AS-06 / 22006610-006 Bathroom - VCT	Brown Non-Fibrous Homogeneous		100% Other	None Detected
700-AS-07 / 22006610-007 Hall Area - Carpet	Brown Fibrous Homogeneous	95% Synthetic	5% Other	None Detected
700-AS-08 / 22006610-008 Living Room - Linoleum Under Carpet	Brown Non-Fibrous Homogeneous		75% Other	25% Chrysotile
700-AS-09 / 22006610-009 Living Room - Carpet	Various Fibrous Homogeneous	95% Synthetic	5% Other	None Detected
700-AS-10 / 22006610-010 Bedroom 1 - Carpet	Brown Fibrous Homogeneous	95% Synthetic	5% Other	None Detected

Analyst: 

Approved Signatory:



Analysis Date: 2/14/2022

Date: 2/14/2022



SanAir ID Number

22006610

FINAL REPORT

2/14/2022 6:07:05 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017.22

P.O. Number:

Project Name: 700 Woodland Court, Hattiesburg, MS

Collected Date: 2/9/2022

Received Date: 2/11/2022 10:50:00 AM

Analyst: Vaughan, Nathaniel

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
700-AS-11 / 22006610-011 Bedroom 2 - Carpet	Green Fibrous Homogeneous	95% Synthetic	5% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 2/14/2022

Date: 2/14/2022

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



1551 Oakbridge Dr. STE B
Powhatan, VA 23139
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
Form 140, Rev 1, 1/20/2017

SanAir ID Number

22006610

Company: Advanced Environmental Consultants, Inc.		Project #: AEC 017.22	Collect by: DeJonnette King
Address: 775 N. President Street		Project Name: 700 Woodand Court, Hattiesburg, MS	Phone #: 601-362-1788
City, St., Zip: Jackson, MS, 39202		Date Collected: 2/9/2022	Fax #: 601-362-3967
State of Collection: MS	Account#: 1871	P.O. Number:	Email: aecinc@advancedenviroconsultants.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	☒	ABA	PCM NIOSH 7400	☐	ABSE	PLM EPA 600/R-93/116 (Qual.)	☐
	Positive Stop ☐		ABA-2	OSHA w/ TWA*	☐	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	☐	ABTEM	TEM AHERA	☐	ABSP	PLM CARB 435 (LOD <1%)	☐
ABB1K	PLM EPA 1000 Point Count	☐	ABATN	TEM NIOSH 7402	☐	ABSP1	PLM CARB 435 (LOD 0.25%)	☐
ABBEN	PLM EPA NOB**	☐	ABT2	TEM Level II	☐	ABSP2	PLM CARB 435 (LOD 0.1%)	☐
ABBCH	TEM Chatfield**	☐	Other:		☐	Dust		
ABBTM	TEM EPA NOB**	☐	New York ELAP			ABWA	TEM Wipe ASTM D-6480	☐
ABQ	PLM Qualitative	☐	PLM NY	PLM EPA 600/M4-82-020	☐	ABDMV	TEM Microvac ASTM D-5755	☐
			ABEPA2	NY ELAP 198.1	☐			
			ABENY	NY ELAP 198.6 PLM NOB	☐			
			ABBNY	NY ELAP 198.4 TEM NOB	☐			
						Matrix	Other	☐

** Available on 24-hr. to 5-day TAT

Turn Around Times	3 HR (4 HR TEM) ☐	6 HR (8HR TEM) ☐	12 HR ☐	24 HR ☒
	☐ 2 Days	☐ 3 Days	☐ 4 Days	☐ 5 Days

Special Instructions	Test mastic/glue first and if positive stop..
-----------------------------	---

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
700-AS-01	Roof- Back of house (Side B)		2/9/22		
700-AS-02	Roof - Transite of house (Side B)		2/9/22		
700-AS-03	Bathroom - Ceiling over tub		2/9/22		
700-A-04	Kitchen - Flooring grey VCT		2/9/22		
700-AS-05	Kitchen - Linoleum under grey VCT		2/9/22		
700-AS-06	Bathroom - VCT		2/9/22		
700-AS-07	Hall area - carpet		2/9/22		
700-AS-08	Living Room - Linoleum under carpet		2/9/22		
700-AS-09	Living Rom - Carpet		2/9/22		
700-AS-10	Bedroom 1- Brown carpet		2/9/22		
700-AS-11	Bedroom 2- Green carpet		2/9/22		

Relinquished by	Date	Time	Received by	Date	Time
DeJonnette G. King	9/2/22	4:00 p.m.	S4H	2/11/22	10:50a

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

APPENDIX C
SITE PHOTOGRAPHS

SITE PHOTOGRAPHS

Asbestos Inspection

Residence
700 Woodland Court
Hattiesburg, MS 39401



700-AS-01
Shingle/ Roof



700-AS-02
Transite Siding/ Exterior



700-AS-03
Ceiling/ Bathroom



700-AS-04
Grey VCT/ Kitchen



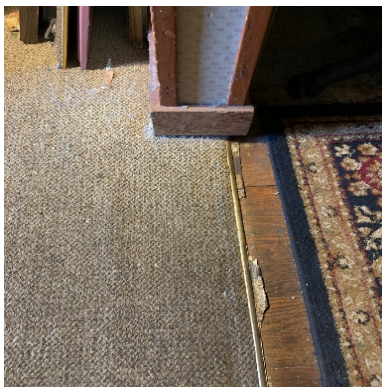
700-AS-05
Linoleum Flooring (Underneath
Grey VCT)/ Kitchen



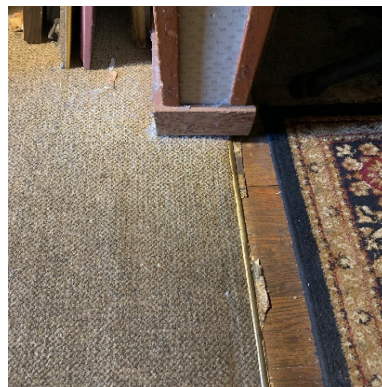
700-AS-06
VCT/ Bathroom



700-AS-07
Carpet/ Hallway



700-AS-08
Linoleum Flooring (Underneath
Carpet)/ Living Room



700-AS-09
Carpet/ Living Room



700-AS-10
Brown Carpet/ Bedroom 1



700-AS-11
Green Carpet/ Bedroom 2



Advanced Environmental Consultants, Inc.
Project Managers and Scientists

Asbestos Inspection



**Residence
701 Woodland Court
Hattiesburg, MS 39401**

Prepared for:

**City of Hattiesburg
Director of Engineering
212 W Front Street
Hattiesburg, MS 39401**

Prepared by:

**Advanced Environmental Consultants, Inc.
775 North President Street
Jackson, MS 39202**

Project AEC 017.22

February 16, 2022

**P. O. Box 16847
Jackson, MS 39236-6847**

Phone: (601) 362-1788

Fax: (601) 362-3967

Email: aecinc@advancedenviroconsultants.com

www.advancedenviroconsultants.com

**775 North President Street
Jackson, MS 39202**

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4.2 SAMPLING METHODOLOGY.....	3
4.3 SAMPLE HANDLING AND ANALYSIS.....	4
4.4 ASBESTOS ANALYTICAL RESULTS	4
5.0 FINDINGS	4
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APPENDICES

APPENDIX A	CERTIFICATION AND LICENSES
APPENDIX B	ASBESTOS ANALYTICAL RESULTS
	CHAIN-OF-CUSTODY FORMS
APPENDIX C	SITE PHOTOGRAPHS

ASBESTOS INSPECTION**701 Woodland Court
Hattiesburg, MS 39401****1.0 SUMMARY**

At the request of Mr. Lamar Rutland, P.E, Director of Engineering for the City of Hattiesburg, Advanced Environmental Consultants, Inc. (AEC) conducted an *Asbestos Inspection* of the home located at 701 Courtland Court in Hattiesburg, Mississippi. The home consisted of two bedrooms, living room, dining room, kitchen, hallway, and bathroom.

The Inspection was conducted following the guidance of the National Emissions Standards for Hazardous Air Pollutants (NESHAP). Table 1 provides information regarding client, address of site, laboratory utilized, inspector, and areas inspected. AEC inspected areas that were accessible in the interior and exterior areas of the home for suspect Asbestos Containing Materials (ACM). A description of the samples collected and the analytical results are provided in Tables 2 and 3, respectively.

Table 1. General Information

Client	City of Hattiesburg		
Site Address	701 Woodland Court Hattiesburg, MS 39401	Date of Inspection	02/09/2022
Analytical Laboratory	SanAir Technologies Laboratory, Inc.		
Inspector(s)	DeJonnnette King (MDEQ Inspector Certificate No. ABI-00001497) ¹		
Inspected Areas	Inspected the interior and exterior of the home for suspect ACM.		

¹See appendix A for copies of licenses/certifications

The *Asbestos Inspection* indicated that ACMs were not detected or has the potential to be detected in levels greater than one percent in those areas of the home tested.

This summary is provided solely for purposes of overview. Any party who relies on this report must read the entire report. The summary omits a number of details, any of which could be crucial to the proper application of this report.

2.0 INTRODUCTION

The inspector evaluated the interior and exterior of the home for suspect ACMs

and sampled all areas that were suspect and accessible. Copies of licenses/certifications for the inspector(s) and the analytical laboratory utilized for this project are provided in Appendix A of this report.

3.0 SCOPE OF SERVICES AND LIMITATIONS

3.1 Scope of Services

An Asbestos Inspection includes:

- 1) A visual reconnaissance of the areas to identify suspect ACM and sampling of the subject property to identify and quantify the presence of asbestos located in the building materials;
- 2) The collection of representative samples and suspect ACMs within each homogeneous area (areas similar in appearance, material composition, and date of application);
- 3) An evaluation and documentation of the physical condition, location, and approximate quantity of suspect ACMs at each sampling location;
- 4) The submission of bulk samples to a subcontracted analytical laboratory, under standard chain-of-custody procedures, certified by the U.S. Department of Commerce National Institute of Standards and Technology for Polarized Light Microscopy analysis, in general accordance with the National Institute for Occupational Safety and Health (NIOSH) manual of analytical methods (40 CFR Part 763, *Methods for Determination of Asbestos in Bulk Samples*); and
- 5) An evaluation of the collected information and the preparation of this report, which includes our findings and conclusions.

3.2 Limitations and Warranty

AEC warrants that the results in this report are valid only for those materials and sample locations that were accessible, tested and analyzed, as a result of the Inspection conducted on February 9, 2022.

4.0 ASBESTOS IDENTIFICATION INSPECTION

4.1 Description of Sampled Areas

The *Asbestos Inspection* consisted of an evaluation of the interior and exterior of the home, as earlier indicated. The Inspection included those areas in which

access was provided and did not include areas to which access would have required damaging home components such as hard enclosures, areas that are/or could be defined as “confined spaces”, and/or areas where access would cause undue risk to personnel and/or occupants.

The interior and exterior components of the building consisted of the following:

Interior

Walls: Drywall

Flooring: Wood and 12x12 Floor Tile

Ceiling: Drywall

Doors: Metal

Exterior

Doors: Metal

Windows: Aluminum

Roof: Pitched shingle

Siding: Masonite/wood

Samples were collected at various locations throughout the home. The home appeared to have been recently renovated. A description of the sample locations is provided in Table 2 as outlined below.

Table 2. Sample Locations

Sample ID Number	Sample Description	Sample Location	Asbestos Content	Friability	Physical Condition
701-AS-01	Shingle	Roof	NAD ¹	Non-Friable	Poor
701-AS-02	Textured Ceiling	Bathroom	NAD	Non-Friable	Poor

¹NAD means No Asbestos Detected

Note: According to 40 CFR 61 (NESHAPS) Asbestos Containing Material (ACM) is any material that contains more than one percent of asbestos.

4.2 Sampling Methodology

Professional judgment was utilized in selecting the sampling locations and in determining the number of bulk samples to be collected. These samples were treated as homogeneous and representative of like materials throughout the home. Details are shown in Table 3.

4.3 Sample Handling and Analysis

The collected samples were stored in a properly labeled and hermetically sealed containers for analysis at the laboratory specified on Table 3. Analysis was performed to determine the presence and type (if any) of ACM in the samples.

Laboratory analysis utilized Polarized Light Microscopy (PLM) with dispersion staining in accordance with the NIOSH Manual of Analytical Methods, Third Edition, and USEPA 40 CFR Part 763, entitled *Methods for Determination of Asbestos in Bulk Samples*. Collection, analysis, and disposition followed standard Chain-of-Custody (COC) requirements.

Table 3. Details of Sampling Methodology

Number of samples collected	2
Number of samples analyzed (including composed samples)	2
Date sample(s) submitted for analysis	02/09/2022
Analytical Laboratory	SanAir Technologies Laboratory, Inc. ² Powhatan, Virginia

²See Appendix A for copy of the laboratory license.

4.4 Asbestos Analytical Results

A copy of the laboratory analytical results and chain-of-custody forms are provided in Appendix B of this report. Photographs of samples where asbestos was detected above the actions levels of one percent are provided in Appendix C of this report.

5.0 FINDINGS

The *Asbestos Inspection* indicated that ACMs were not detected in levels greater than one percent in the areas of the home tested.

6.0 CONCLUSIONS

AEC concludes that ACMs were not detected in the interior and or exterior of the home in levels greater than one percent.

7.0 RECOMMENDATIONS

AEC has no recommendations as it relates to ACMs in the home.

8.0 GENERAL COMMENTS

This report is an instrument of service prepared for the exclusive use of City of Hattiesburg and may not be reproduced or distributed without written authorization from said party. The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, expressed or implied, is made. The services were performed consistent with the agreement between AEC and City of Hattiesburg. This report is solely for the use and information of City of Hattiesburg or as otherwise noted. Any unauthorized use of this report is strictly prohibited and AEC assumes no liability for any such use.

A hazardous substance includes any material that the USEPA has designated for special considerations under the Toxic Substances Control Act, Clean Air Act, and Clean Water Act, as defined under Section 101 (14) of CERCLA, as well as any hazardous waste defined under RCRA or constituents of petroleum products.

This report has been prepared in order to aid in the evaluation of the home located at 701 Woodland Court, Hattiesburg, Mississippi, with regard to the potential for ACMs present at the time of this study. The conclusions presented in this report were based on sampling only and visual observations. We do not warrant the accuracy of information supplied by others.

APPENDICES

APPENDIX A

CERTIFICATIONS AND LICENSES

August 3, 2021

DeJonnelle G. King
Advanced Environmental Consultants, Inc
775 N. President Street
Jackson, Mississippi 39202

Dear DeJonnelle G. King:

Re: Certificate Of Licensure
Asbestos Inspector Certification

Enclosed please find the certificate issued to you by the Commission on Environmental Quality for the asbestos abatement category referenced above.

Your certification will expire as referenced on the face of the certificate. During the year of valid certification you should ensure that required refresher training is completed and proof of completion of this training is obtained for submittal when renewal of certification is sought.

Any inquiries regarding this certificate should reference your name, certification number, and category of certification. If you have any questions or if we can be of service, please contact us.

Sincerely,



Greg Mallery, P.E., Chief
Asbestos & Lead Branch

Enclosure

40698 LIC20210003

State of Mississippi

***Department of Environmental Quality
Office of Pollution Control***

Certificate of Licensure

In accordance with the Asbestos Abatement Accreditation and Certification Act,
Enacted as 1989 Mississippi Law, Chapter 505

Be it known that

DeJonnelle G. King

Having submitted acceptable evidence of qualifications and
training and other appropriate information, is hereby granted this

***Asbestos Inspector
Certification***



***Certificate No.: ABI-00001497
Expiration Date: Jul 26th, 2022
Training Expires on Jul 26th, 2022***

Chief, Asbestos & Lead Branch

40698 LIC20210003

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200870-0

SanAir Technologies Laboratory, Inc.
Powhatan, VA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2021-04-01 through 2022-03-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive

Suite B

Powhatan, VA 23139

Ms. Sandra Sobrino

Phone: 804-897-1177 Fax: 804-897-0070

Email: ssobrino@sanair.com

<http://www.sanair.com>

ASBESTOS FIBER ANALYSIS

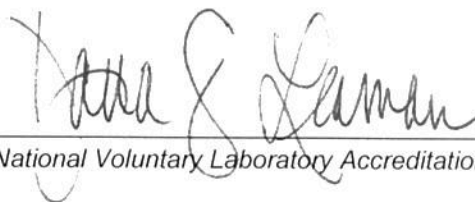
NVLAP LAB CODE 200870-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

APPENDIX B

ASBESTOS ANALYTICAL RESULTS
CHAIN OF CUSTODY FORMS



The Identification Specialists

Analysis Report
prepared for
Advanced Environmental Consultants, Inc

Report Date: 2/14/2022

Project Name: 701 Woodland Ct, Hattiesburg, MS

Project #: AEC 017.22

SanAir ID#: 22006616



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
22006616
FINAL REPORT
2/14/2022 4:56:41 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017.22
P.O. Number:
Project Name: 701 Woodland Ct, Hattiesburg, MS
Collected Date: 2/9/2022
Received Date: 2/11/2022 10:50:00 AM

Dear Kristian King,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Friday, February 11, 2022 via UPS. The final report(s) is enclosed for the following sample(s): 701-AS-01, 701-AS-02.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 2 samples in Good condition.



SanAir ID Number

22006616

FINAL REPORT

2/14/2022 4:56:41 PM

Name: Advanced Environmental Consultants, Inc
Address: 775 North President Street
Jackson, MS 39202
Phone: 601-362-1788

Project Number: AEC 017.22

P.O. Number:

Project Name: 701 Woodland Ct, Hattiesburg, MS

Collected Date: 2/9/2022

Received Date: 2/11/2022 10:50:00 AM

Analyst: Roseblock, Mary

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
701-AS-01 / 22006616-001 Roof Shingle - Side Of House	Black Non-Fibrous Heterogeneous	10% Glass	90% Other	None Detected
701-AS-02 / 22006616-002 Bathroom - Ceiling Near Tub	Silver Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Mary E. Roseblock*

Approved Signatory: *[Signature]*

Analysis Date: 2/14/2022

Date: 2/14/2022

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020

APPENDIX C
SITE PHOTOGRAPHS

SITE PHOTOGRAPHS

Asbestos Inspection

Residence
701 Woodland Court
Hattiesburg, MS 39401



701-AS-01
Shingle/ Roof



701-AS-02
Ceiling/ Bathroom

HALL AVENUE WEST BUILDING DEMOLITION

CITY OF HATTIESBURG

FORREST COUNTY

SCALES

PLAN 1 IN. = 20 FT.
PROFILE { HOR. 1 IN. = 20 FT.
VERT. 1 IN. = 5 FT.
LAYOUT 1 IN. = 250 FT.

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

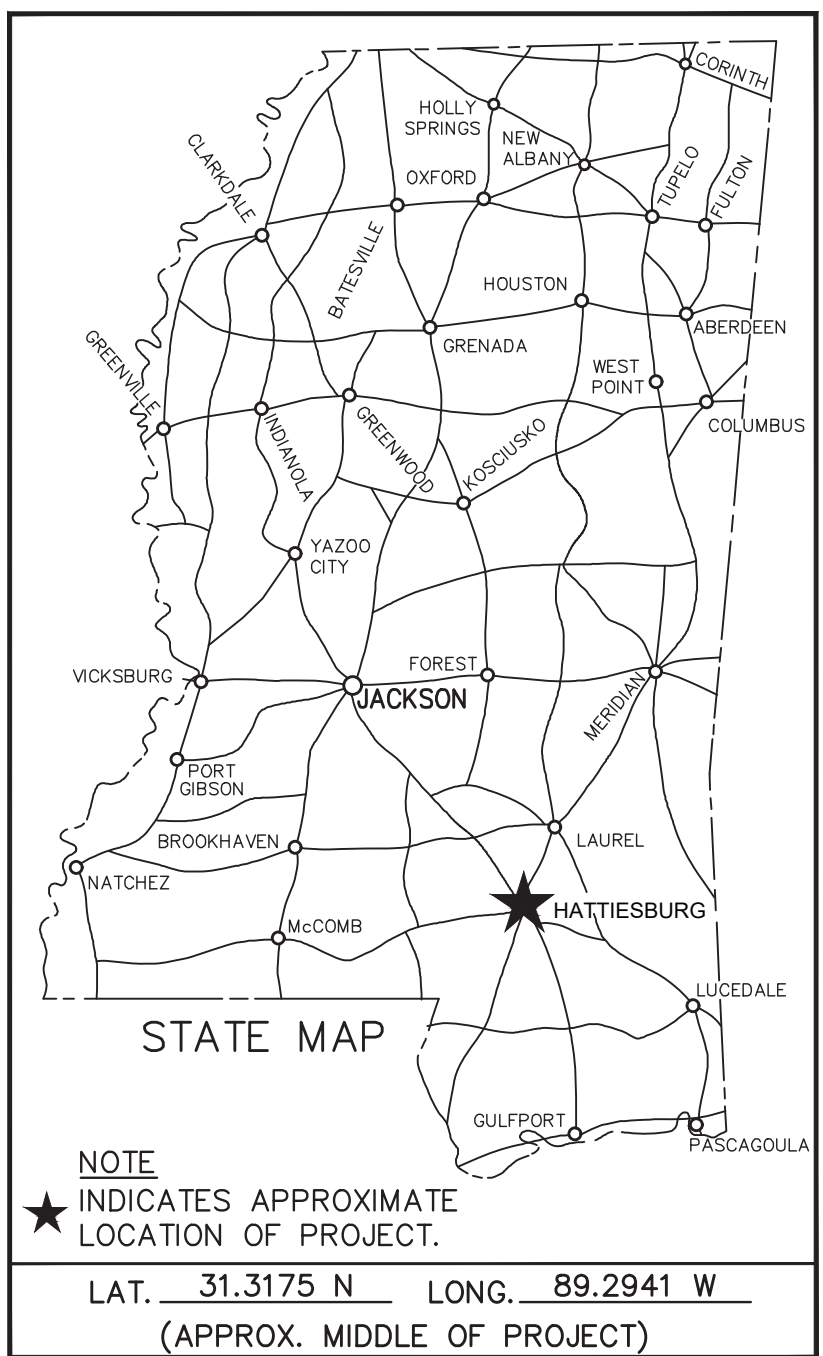
CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026

PROJECT SITES

TO HWY 49

VICINITY MAP
PROJECT LOCATION

TO HWY 98



PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon



DATE :

WILLIAM K. HARDIN
MISSISSIPPI LICENSE NO. 26952

GENERAL NOTES

INDEX TO DRAWINGS

GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY LICENSES AND PERMITS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASSOCIATED FEES AND COSTS.
2. ALL DIMENSIONS SHOWN ON THE PLANS (SCALED OR COMPUTED), OR STAKED IN THE FIELD SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN THE EVENT THE CONTRACTOR DISCOVERS ANY APPARENT ERROR OR DISCREPANCY, HE SHALL NOTIFY THE ENGINEER IMMEDIATELY IN WRITING, REQUESTING HIS INTERPRETATION. THE ENGINEER WILL MAKE SUCH CORRECTIONS AND DECISIONS IN WRITING AS MAY BE DEEMED NECESSARY TO CARRY OUT THE INTENT OF THE PLANS.
3. VERIFY ALL UTILITY ELEVATIONS, LOCATIONS, AND DEPTHS BEFORE BEGINNING CONSTRUCTION. THE OWNER DOES NOT ASSUME RESPONSIBILITY FOR THE POSSIBILITY THAT UTILITIES, OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT THE ACTUAL UTILITY LOCATIONS MAY BE DIFFERENT FROM THE LOCATIONS DESIGNATED ON THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE UNDERGROUND UTILITY POSITIONS.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS EXISTING BUILDINGS AND STRUCTURES TO REMAIN, LIGHTS, PIPES, INLETS, SIDEWALKS, PAVEMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS APPROVED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE COURSE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING TREES, SHRUBS, SOD, FLOWERS, OR OTHER VEGETATION NOT SCHEDULED FOR REMOVAL FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. BEFORE CLEARING, FLAG TREES TO REMAIN. AVOID DAMAGING THESE TREES AND THEIR ROOT SYSTEMS DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS APPROVED BY THE ENGINEER, ANY VEGETATION DAMAGED DURING THE COURSE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
6. CONTRACTOR SHALL VISIT THE SITE AND BE FAMILIAR WITH THE CONDITIONS OF THE WORK. SUBMITTAL OF A BID IS PRIMA FACIE EVIDENCE THAT THE BIDDER HAS EXAMINED THE SITE AND IS SATISFIED AS TO THE CONDITIONS TO BE ENCOUNTERED IN PERFORMING THE WORK AND TO THE REQUIREMENTS OF THE PLANS, SPECIFICATIONS, FEDERAL, STATE, AND LOCAL LAWS WHICH IN ANY WAY AFFECT THE EXECUTION OF THE WORK. WHEN ANY SERVICES OR MATERIALS ARE REQUIRED TO COMPLETE THE PROJECT AND ARE NOT SHOWN IN THE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL ACCEPT AND ABSORB ANY AND ALL COSTS INVOLVED TO COMPLETE THE PROJECT.
7. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPROPRIATE PERMITS/APPROVALS FROM FEDERAL, STATE, AND LOCAL GOVERNING AGENCIES AND ENSURE THAT ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS/GUIDELINES ARE MET.

UTILITY NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL ARRANGE TO HAVE UTILITIES LOCATED BEFORE EXCAVATION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING MISSISSIPPI-811 TO VERIFY EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND FOR ALL INTERRUPTIONS CAUSED AS A RESULT OF HIS WORK.
3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT EXISTING UTILITIES ARE LOCATED WITHIN THE FOOTPRINT OF THE PROPOSED IMPROVEMENTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS WITH LIKE MATERIALS AND CRAFTSMANSHIP.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
5. BEFORE UNDERTAKING EACH PART OF THE WORK, THE SITE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS AND SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD CONDITIONS, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER, AND SHALL OBTAIN A WRITTEN INTERPRETATION OF CLARIFICATION FROM THE ENGINEER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

EROSION/SILTATION CONTROL NOTES

1. COMPLY WITH ALL LOCAL AND STATE SOIL EROSION AND SEDIMENT CONTROL REQUIREMENTS. PREVENT ANY SOIL EROSION ONTO PUBLIC ROADS OR INTO EXISTING DRAINAGE DITCHES. ALL SOIL EROSION AND SEDIMENT CONTROL COSTS ARE THE CONTRACTOR'S RESPONSIBILITY AND SHOULD BE INCLUDED IN THE PROJECT BID.
2. MAINTAIN CRUSHED STONE AT THE SITE ACCESS. CONSTRUCTION VEHICLES SHALL NOT TRACK SOIL ONTO PUBLIC STREETS. ANY SOIL TRACKED ON TO PUBLIC STREETS SHALL BE REMOVED DAILY.
3. INSTALL AND MAINTAIN EROSION/SILTATION CONTROL DEVICES, AS DESIGNATED ON THE PLAN OR REQUIRED TO PROHIBIT EROSION AND DISCHARGE OF SILT FROM THE PROJECT SITE, UNTIL PERMANENT VEGETATION IS PRESENT TO PREVENT EROSION.
4. EROSION CONTROL – CONTRACTOR SHALL INSTALL SILT FENCE AND HAY BALES, AS WELL AS OTHER EROSION CONTROL MEASURES AS NECESSARY TO PREVENT THE MOVEMENT OF SEDIMENT OFF-SITE AND ON-SITE. ALL DISTURBED AREAS WITHOUT PAVEMENT SHALL RECEIVE SEEDING AND MULCHING AT THE END OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL MEASURES DURING THE COURSE OF CONSTRUCTION PER MDEQ STORMWATER CONTROL GUIDELINES.

DEMO NOTES:

1. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED FOR DEMOLITIONS, REMOVAL AND DISPOSAL OF WORK SHOWN AND SPECIFIED.
2. CLOSING OR OBSTRUCTING OF ROADWAYS, SIDEWALKS, AND PASSAGEWAYS ADJACENT TO THE WORK BY THE PLACEMENT OR STORAGE OF MATERIALS WILL NOT BE PERMITTED, AND ALL OPERATIONS SHALL BE CONDUCTED WITHOUT INTERFERENCE TO TRAFFIC.
3. CONTRACTOR SHALL EXECUTE THE DEMOLITION AND REMOVAL WORK TO PREVENT DAMAGE TO ADJACENT PROPERTIES.
4. ALL MATERIALS AND EQUIPMENT REMOVED FROM SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION MATERIALS, EQUIPMENT, DEBRIS AND ALL OTHER ITEMS OFF SITE AND IN CONFORMANCE WITH ALL EXISTING APPLICABLE LAWS AND REGULATIONS.
6. POLLUTION CONTROLS: USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
7. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REQUIREMENTS INCLUDING BUT NOT LIMITED TO ALL LOCAL, STATE, U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION(OSHA) AND OTHER APPLICABLE FEDERAL REGULATIONS.
8. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
9. CONTRACTOR SHALL PROVIDE A COPY OF THE WASTE SHIPMENT RECORD FOR THE ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL.
10. DISPOSAL OF ASBESTOS MATERIAL SHALL MEET THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE ENVIRONMENTAL PROTECTION AGENCY FOR ASBESTOS MATERIALS.

DESCRIPTION OF SHEET

COVER SHEET (1)

GENERAL NOTES AND INDEX TO DRAWINGS (1)

DRAWING INDEX AND GENERAL NOTES

PLAN SHEETS AND TYPICAL SECTIONS (4)

OVERALL LAYOUT

110 MARTIN LUTHER KING AVENUE, HATTIESBURG, MS

701 WOODLAND COURT, HATTIESBURG, MS

701 WOODLAND COURT, HATTIESBURG, MS

STANDARDS (4)

TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS

DETAILS OF SILT FENCE INSTALLATION

STABILIZED CONSTRUCTION ENTRANCE

TRAFFIC CONTROL DETAILS – ONE LANE CLOSURE (2 LANE ROAD)

SHT.
NO.

1

2

3

4

5

6

7

8

9

10

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

NO.			REVISIONS		DRAWING INFORMATION	
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			DSGN:	WKH	DATE:	03/2022
			DRWN:	WKH	DATE:	03/2022
			CHKD:		DATE:	
			QA/QC:		DATE:	

HALL AVENUE WEST
BUILDING DEMOLITION

CITY OF HATTIESBURG
FORREST COUNTY



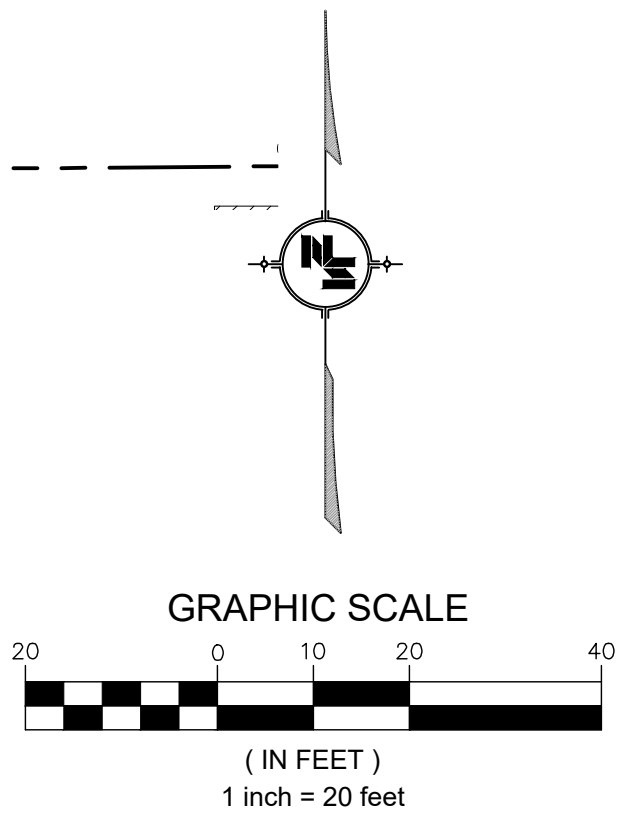
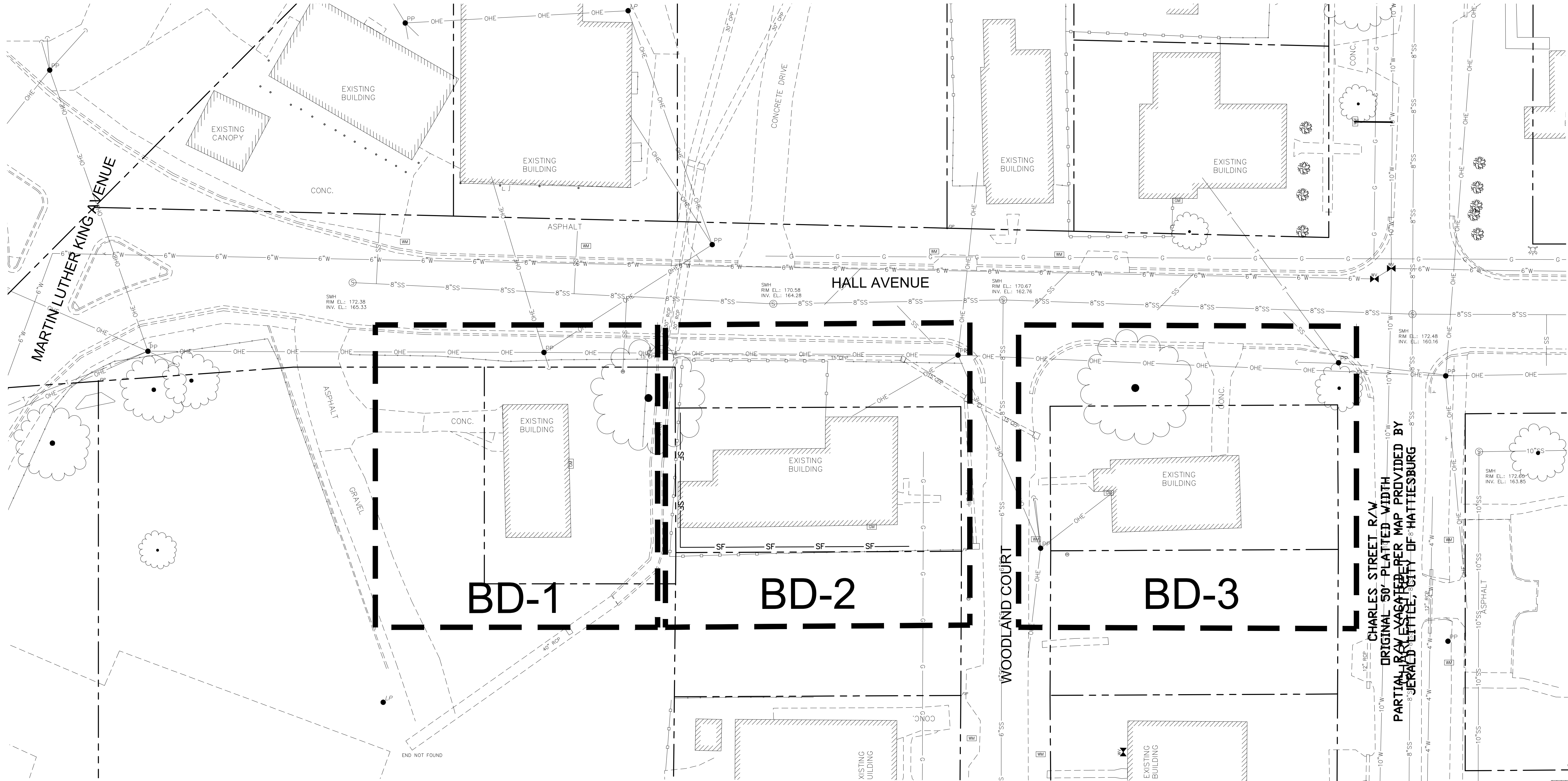
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DRAWING NUMBER:

2



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NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
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				SURVEYED BY: CLEARPOINT
				DSGN: WKH DATE: 03/2022
				DRWN: WKH DATE: 03/2022
				CHKD: DATE:
				QA/QC: DATE:

HALL AVENUE WEST
BUILDING DEMOLITION

CITY OF HATTIESBURG
FORREST COUNTY



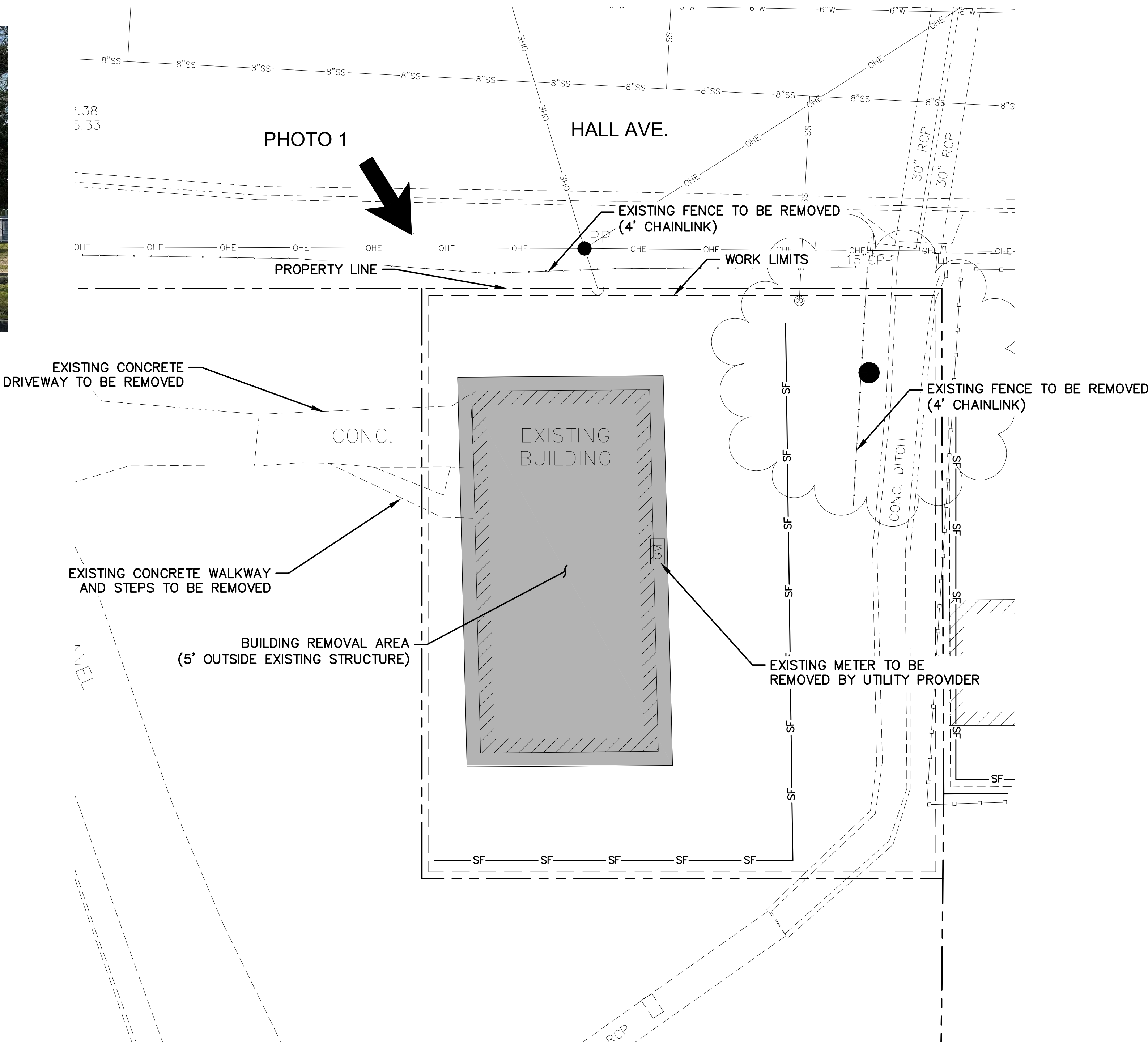
OVERALL LAYOUT	
WORKING NUMBER: OL-1	DRAWING NUMBER: 3

PROPERTY INFORMATION:

- SINGLE FAMILY RESIDENTIAL DWELLING
- ADDRESS: 110 MARTIN LUTHER KING AVE
HATTIESBURG, MS 39401



PHOTO 1

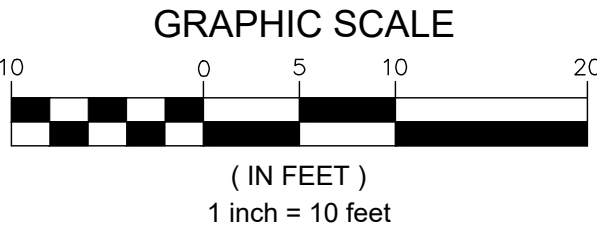
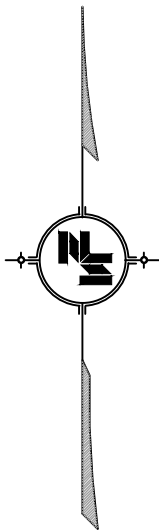


DEMOLITION NOTES:

- EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL MASONRY, SCRAP, DEBRIS, FENCING, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN.
- CONTRACTOR SHALL PROVIDE A COPY OF THE WASTE SHIPMENT RECORD FOR THE ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL.
- DISPOSAL OF ASBESTOS CONTAINING MATERIAL SHALL MEET THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND PROTECTION AGENCY FOR ASBESTOS TRANSITE MATERIALS.
- THE CONTRACTOR SHALL VISIT THE SITE AND BE FAMILIAR WITH THE CONDITIONS OF THE WORK. SUBMITTAL OF A BID IS PRIMA FACIE EVIDENCE THAT THE BIDDER HAS EXAMINED THE SITE AND IS SATISFIED AS TO THE CONDITIONS TO BE ENCOUNTERED IN PERFORMING THE WORK AND TO THE REQUIREMENTS OF THE PLANS SPECIFICATIONS, FEDERAL, STATE, AND LOCAL LAWS WHICH IN ANY WAY AFFECT THE EXECUTION OF THE WORK. WHEN ANY SERVICES OR MATERIALS ARE REQUIRED TO COMPLETE THE PROJECT AND ARE NOT SHOWN IN THE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL ACCEPT AND ABSORB ANY AND ALL COSTS INVOLVED TO COMPLETE THE PROJECT.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS/APPROVALS FROM FEDERAL, STATE, AND LOCAL GOVERNING AGENCIES AND ENSURE THAT ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS/GUIDELINES ARE FOLLOWED.
- ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE WITH THE CITY ON UTILITY SERVICE LOCATIONS (WATER, SEWER, ETC.). DISCONNECT NEAREST TO MAIN AND CAP. CONTRACTOR PAY FOR ALL REQUIRED FEES ASSOCIATED WITH CITY UTILITY DISCONNECTION.
- BURNING WILL NOT BE ALLOWED ON SITE.
- CONTRACTOR SHALL COORDINATE WITH UTILITY SERVICE PROVIDER TO HAVE ALL UTILITY SERVICES DISCONNECTED. ANY EXISTING METERING DEVICES SHALL BE REMOVED BY THE APPROPRIATE UTILITY PROVIDER.COST IS TO BE ABSORBED IN OTHER PAY ITEMS.
- AFTER DEMOLITION IS COMPLETE, CONTRACTOR SHALL SITE GRADE AS NEEDED TO PROVIDE A UNIFORM SURFACE WITH POSITIVE DRAINAGE.
- CONTRACTOR SHALL SEED GRADED SITE IN ACCORDANCE WITH THE SECTION 329200 IN THE CONTRACT SPECIFICATIONS.
- EROSION CONTROL – CONTRACTOR SHALL INSTALL SILT FENCE AND HAY BALES, AS WELL AS OTHER EROSION CONTROL MEASURES AS NECESSARY TO PREVENT THE MOVEMENT OF SEDIMENT OFF-SITE AND ON-SITE. ALL DISTURBED AREAS WITHOUT PAVEMENT SHALL RECEIVE SEEDING AND MULCHING AT THE END OF CONSTRUCTION.CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL MEASURES DURING THE COURSE OF CONSTRUCTION PER MDEQ STORMWATER CONTROL GUIDELINES.

LEGEND

SILT FENCE —SF—



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
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			SURVEYED BY: CLEARPOINT	
			DSGN: WKH	DATE: 03/2022
			DRWN: WKH	DATE: 03/2022
			CHKD:	DATE:
			QA/QC:	DATE:

HALL AVENUE WEST
BUILDING DEMOLITION

CITY OF HATTIESBURG
FORREST COUNTY



110 Martin Luther King Ave
Hattiesburg, MS

WORKING NUMBER:
BD-1

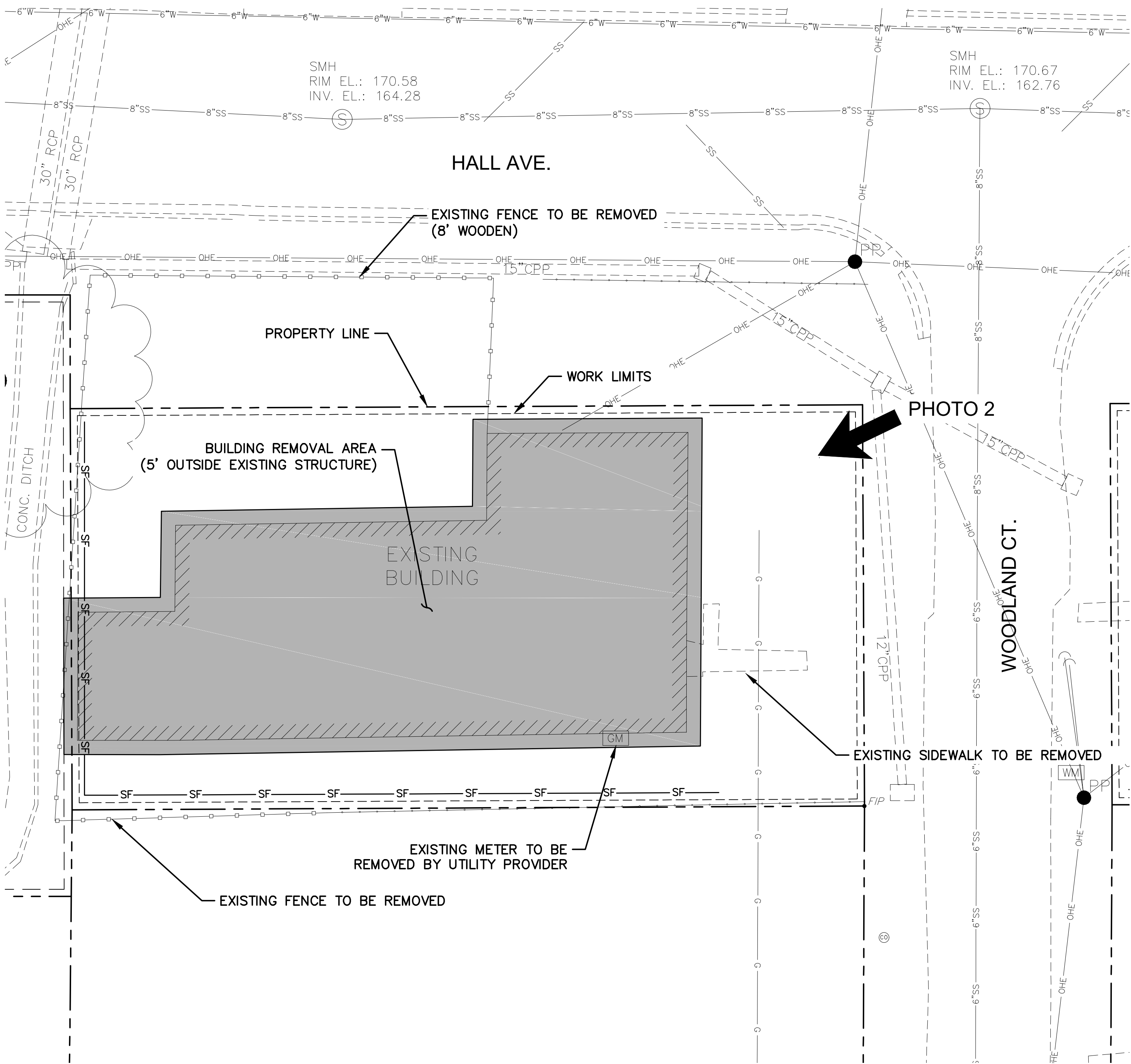
DRAWING NUMBER:
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PROPERTY INFORMATION:

- SINGLE FAMILY RESIDENTIAL DWELLING
- ADDRESS: 701 WOODLAND COURT
HATTIESBURG, MS 39401



PHOTO 2

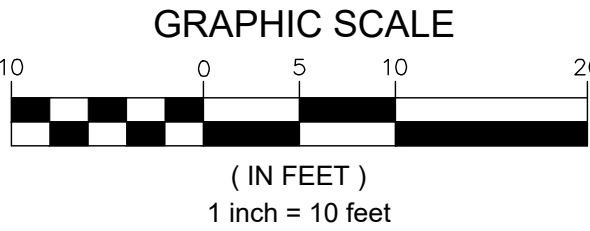
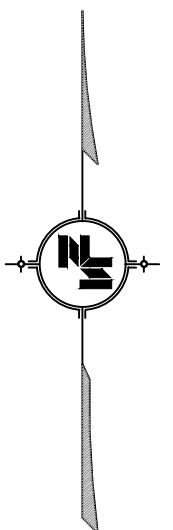


DEMOLITION NOTES:

- EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION.
- UNLESS OTHERWISE NOTED, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL MASONRY, SCRAP, DEBRIS, FENCING, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN.
- CONTRACTOR SHALL PROVIDE A COPY OF THE WASTE SHIPMENT RECORD FOR THE ACCEPTANCE OF ASBESTOS CONTAINING MATERIAL.
- DISPOSAL OF ASBESTOS CONTAINING MATERIAL SHALL MEET THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY AND PROTECTION AGENCY FOR ASBESTOS TRANSITE MATERIALS.
- THE CONTRACTOR SHALL VISIT THE SITE AND BE FAMILIAR WITH THE CONDITIONS OF THE WORK. SUBMITTAL OF A BID IS PRIMA FACIE EVIDENCE THAT THE BIDDER HAS EXAMINED THE SITE AND IS SATISFIED AS TO THE CONDITIONS TO BE ENCOUNTERED IN PERFORMING THE WORK AND TO THE REQUIREMENTS OF THE PLANS SPECIFICATIONS, FEDERAL, STATE, AND LOCAL LAWS WHICH IN ANY WAY AFFECT THE EXECUTION OF THE WORK. WHEN ANY SERVICES OR MATERIALS ARE REQUIRED TO COMPLETE THE PROJECT AND ARE NOT SHOWN IN THE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL ACCEPT AND ABSORB ANY AND ALL COSTS INVOLVED TO COMPLETE THE PROJECT.
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- ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL COORDINATE WITH THE CITY ON UTILITY SERVICE LOCATIONS (WATER, SEWER, ETC.). DISCONNECT NEAREST TO MAIN AND CAP. CONTRACTOR PAY FOR ALL REQUIRED FEES ASSOCIATED WITH CITY UTILITY DISCONNECTION.
- BURNING WILL NOT BE ALLOWED ON SITE.
- CONTRACTOR SHALL COORDINATE WITH UTILITY SERVICE PROVIDER TO HAVE ALL UTILITY SERVICES DISCONNECTED. ANY EXISTING METERING DEVICES SHALL BE REMOVED BY THE APPROPRIATE UTILITY PROVIDER.COST IS TO BE ABSORBED IN OTHER PAY ITEMS.
- AFTER DEMOLITION IS COMPLETE, CONTRACTOR SHALL SITE GRADE AS NEEDED TO PROVIDE A UNIFORM SURFACE WITH POSITIVE DRAINAGE.
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LEGEND

SILT FENCE —SF—



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NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 16214.004
				FILENAME: BD-PLAN SHEETS.dwg
				SCALE: AS SHOWN
				SURVEYED BY: CLEARPOINT
				DSGN: WKH DATE: 03/2022
				DRWN: WKH DATE: 03/2022
				CHKD: DATE:
				QA/QC: DATE:

HALL AVENUE WEST
BUILDING DEMOLITION

CITY OF HATTIESBURG
FORREST COUNTY



701 Woodland Ct
Hattiesburg, MS

WORKING NUMBER:
BD-2

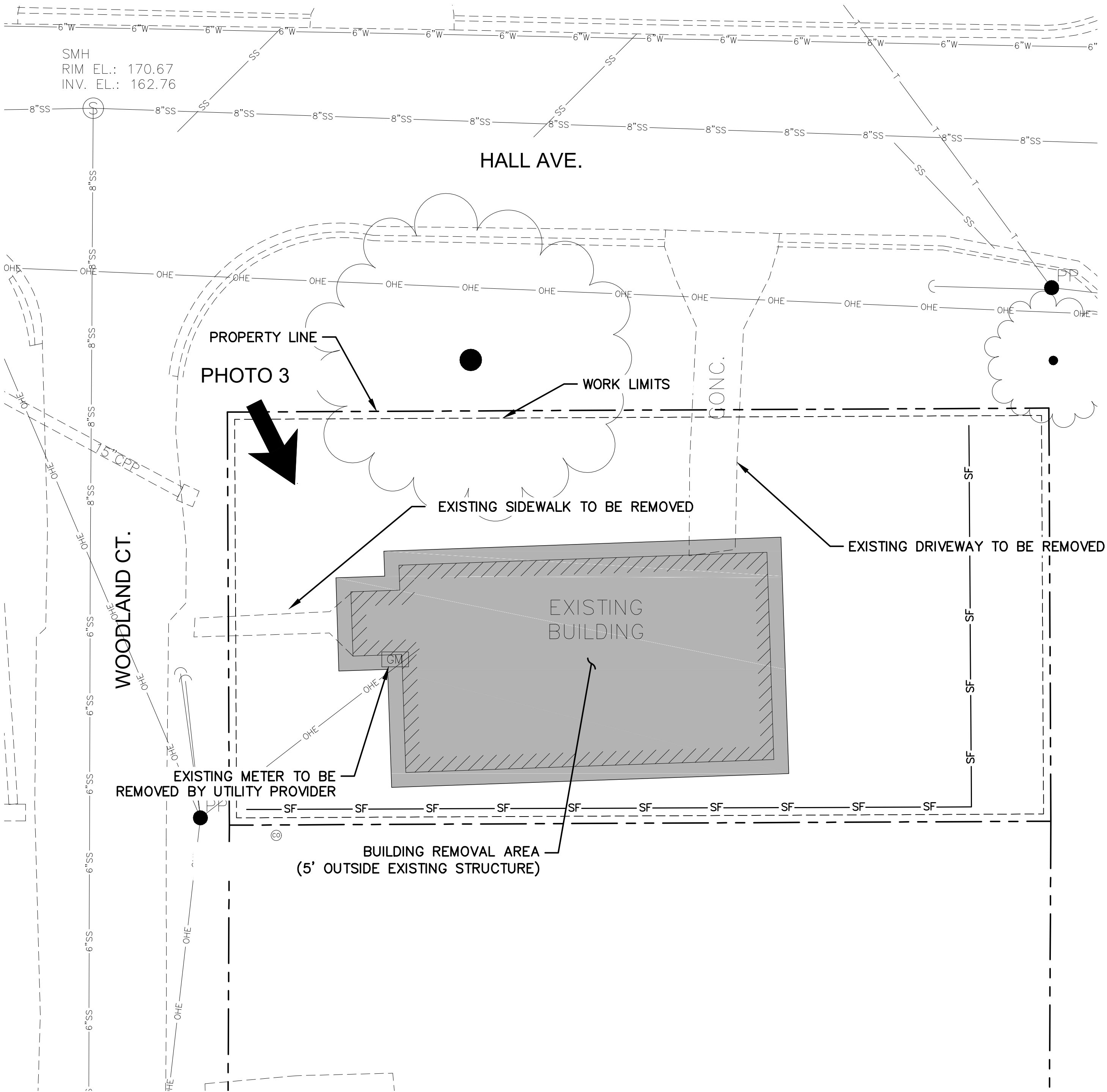
DRAWING NUMBER:
5

PROPERTY INFORMATION:

- SINGLE FAMILY RESIDENTIAL DWELLING
- ADDRESS: 700 WOODLAND COURT
HATTIESBURG, MS 39401



PHOTO 3

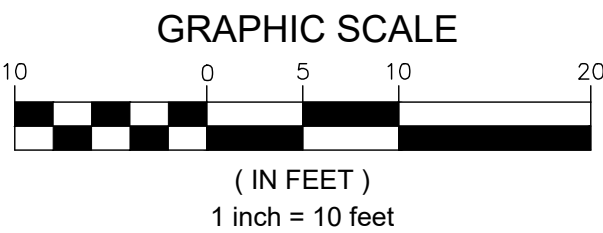
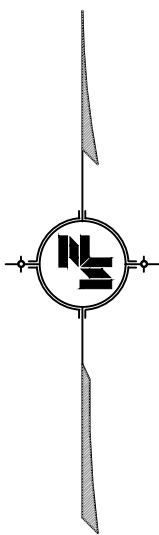


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LEGEND

SILT FENCE —SF—



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NOTICE TO DRAWING HOLDER

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			CHKD:	DATE:
			QA/QC:	DATE:

HALL AVENUE WEST
BUILDING DEMOLITION

CITY OF HATTIESBURG
FORREST COUNTY

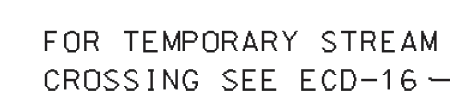


700 Woodland Ct
Hattiesburg, MS

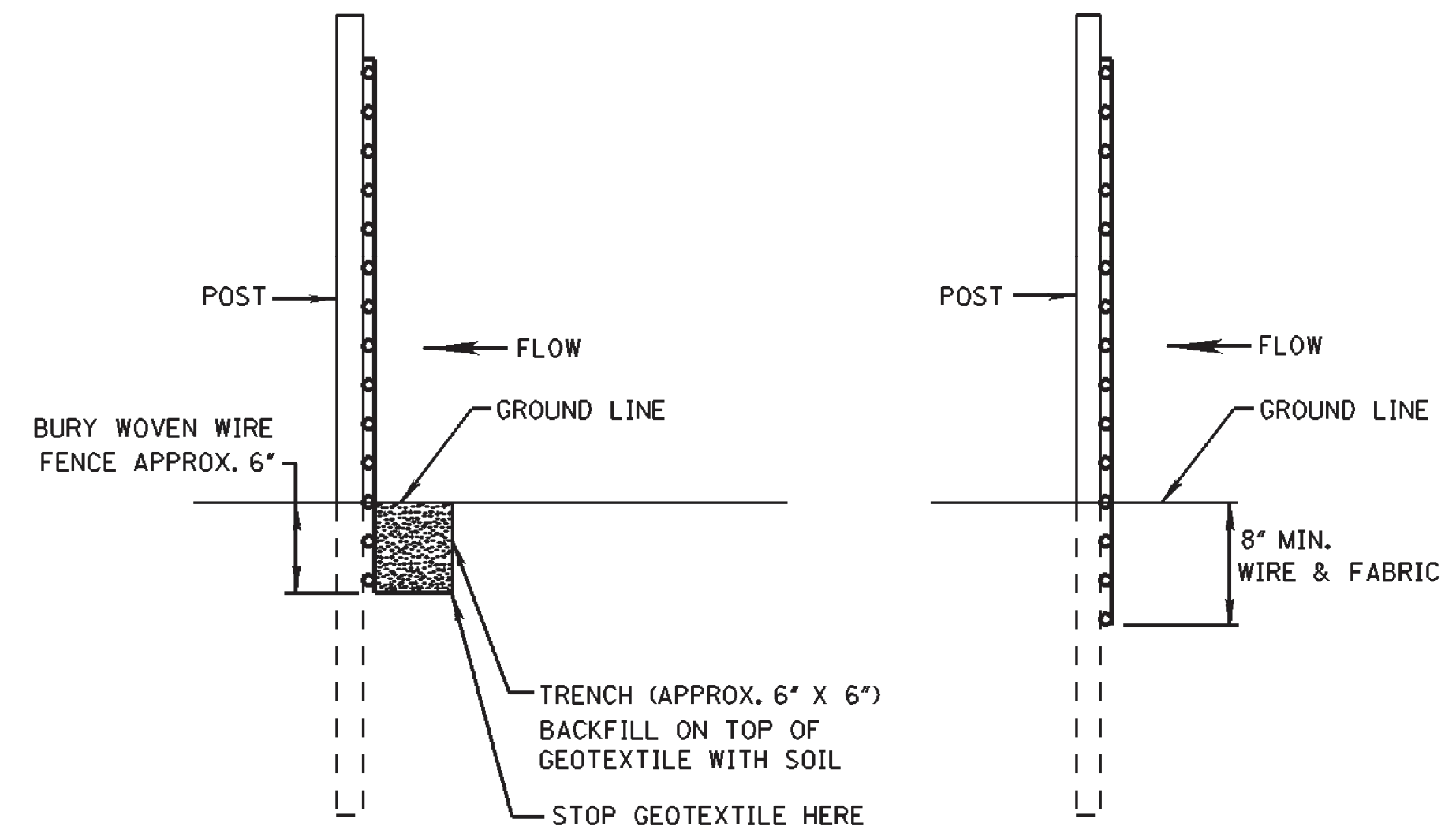
WORKING NUMBER:
BD-3

DRAWING NUMBER:
6

1. "U-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION					
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					FILENAME: STANDARDS.DWG				
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					QA/QC: DATE:				
					HALL AVENUE WEST BUILDING DEMOLITION		 NEEL-SCHAFFER <i>Solutions you can build upon</i>	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	
					CITY OF HATTIESBURG FORREST COUNTY			WORKING NUMBER: ECD-1	DRAWING NUMBER: 7



METHOD II

MECHANICAL INSTALLATION

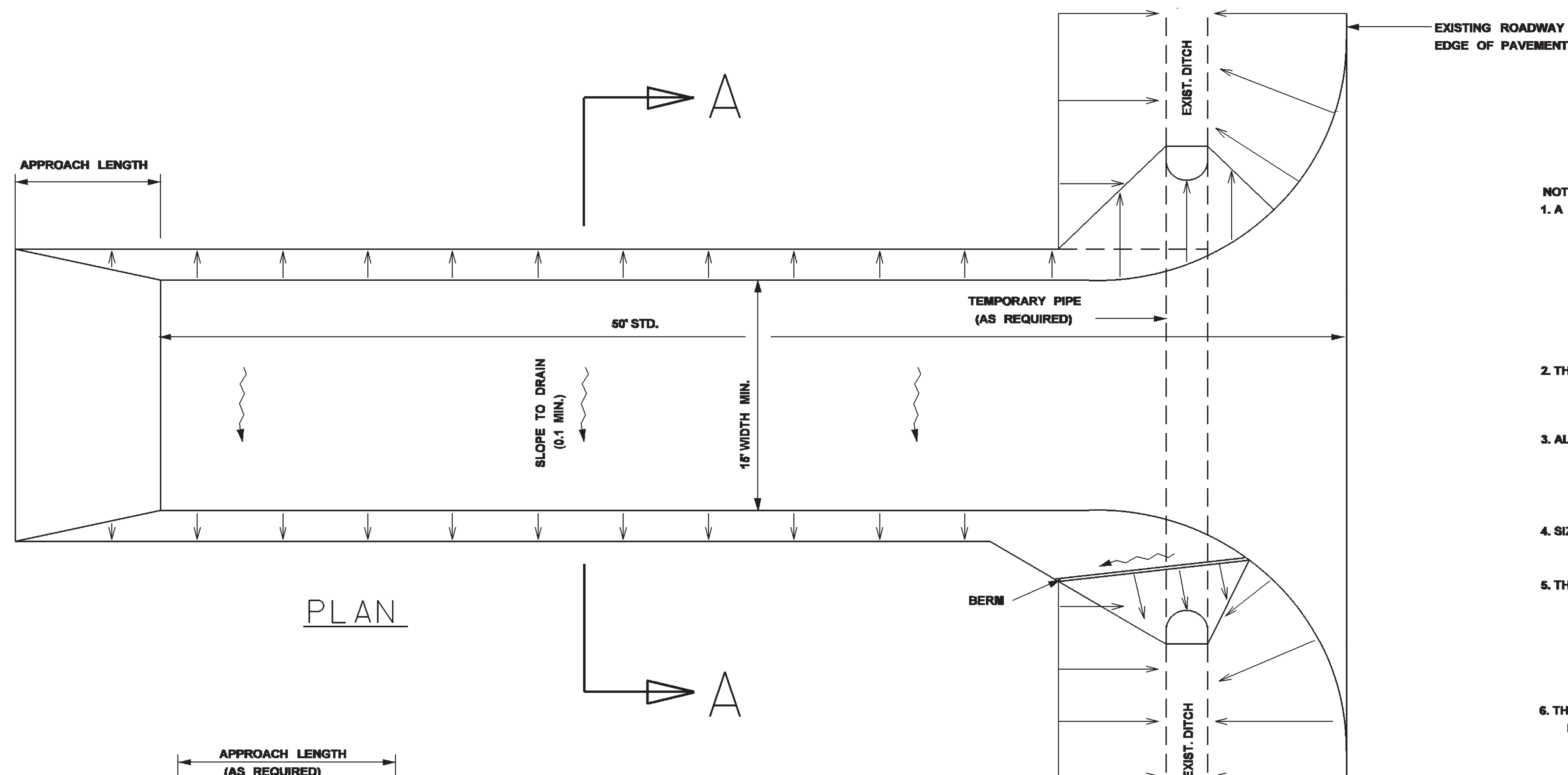
REQUIRED LAPPING

-
- The diagram illustrates the connection of woven wire mesh and geotextile reinforcement across a bridge deck. A central vertical post is shown. To the left, a horizontal line represents the 'WOVEN WIRE ENDS' and 'WOVEN WIRE'. To the right, a horizontal line represents the 'WOVEN WIRE ENDS'. A 'POST' is shown in the center. Above the post, a dimension line indicates a '2' - 0" WIRE OVERLAP AT POST (USE 3-FASTENERS MIN.)'. To the right of the post, a dimension line indicates a '1' - 0" OVERLAP (USE TWO FASTENERS MIN.)'. A 'GEOTEXTILE' layer is shown below the wire mesh on the right side. Arrows labeled 'FLOW' point downwards on both ends of the diagram.

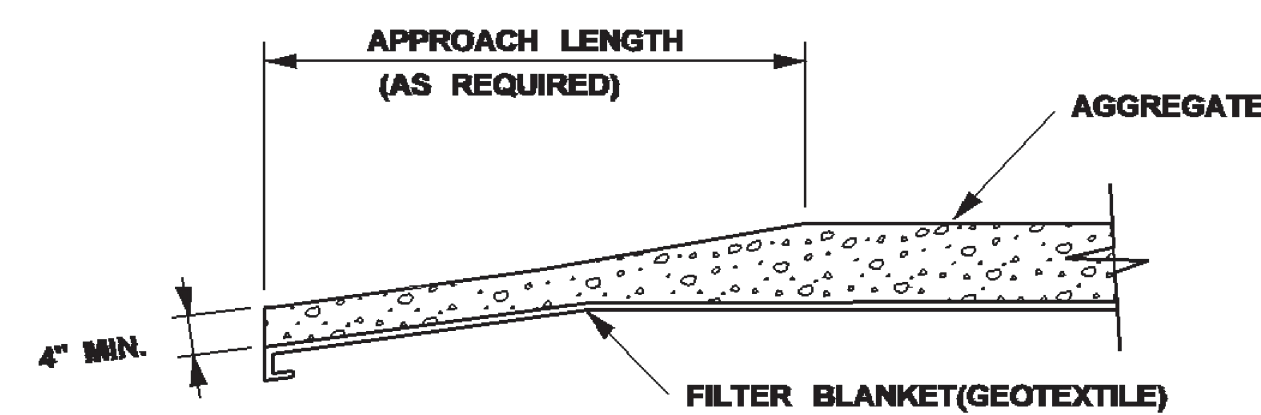
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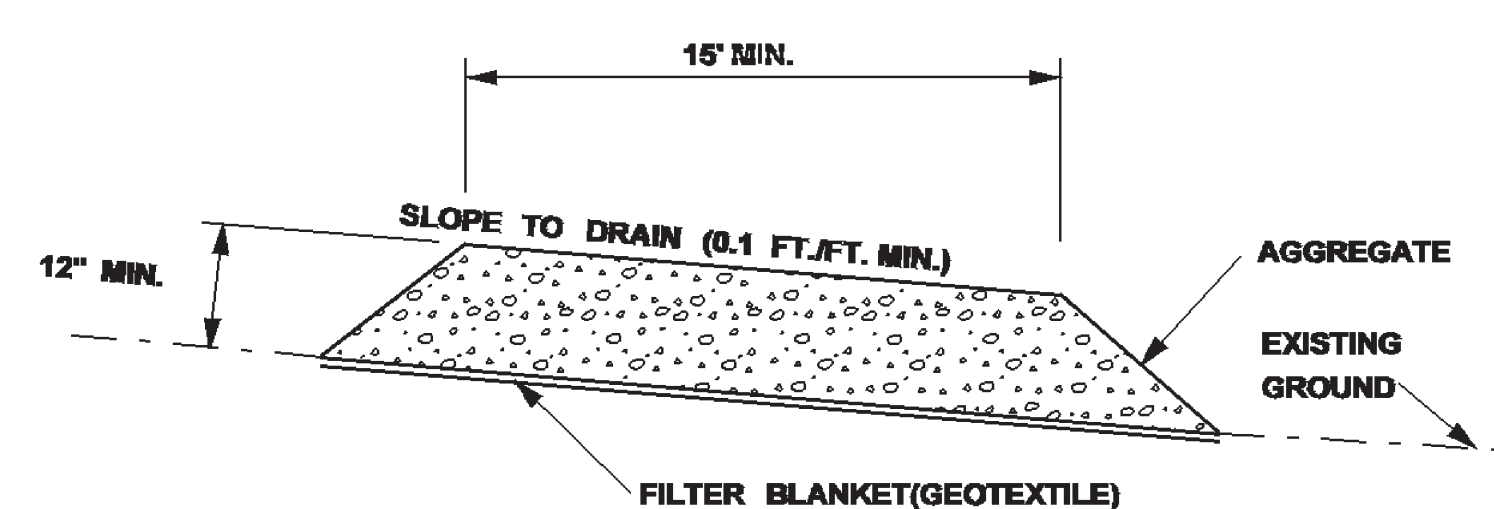
NEEL-SCHAFFER
Solutions you can build upon



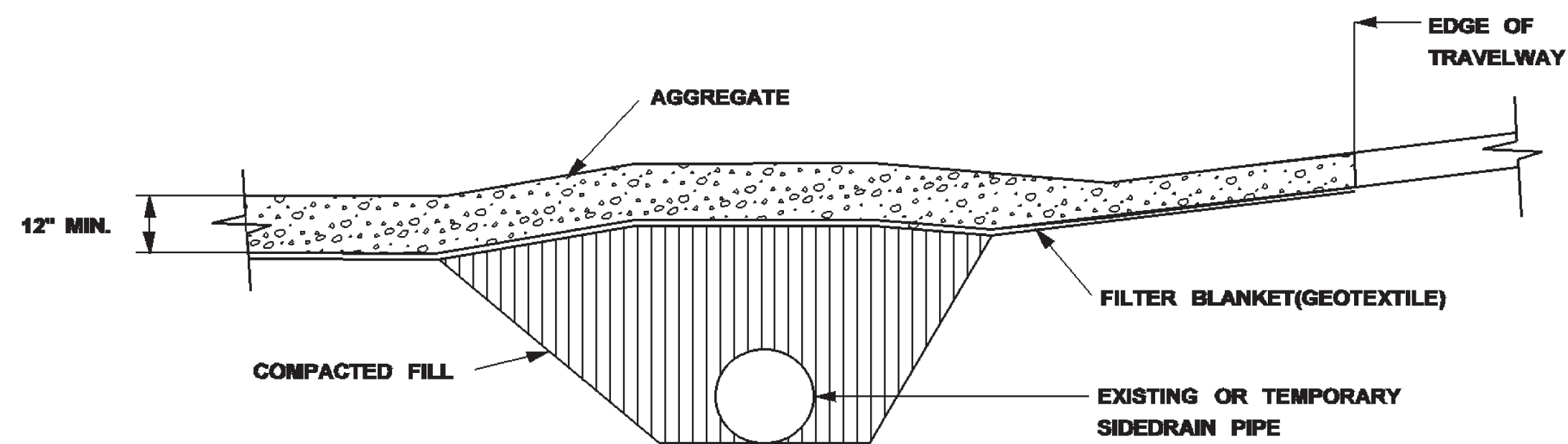
PLAN



TRANSITION DETAIL



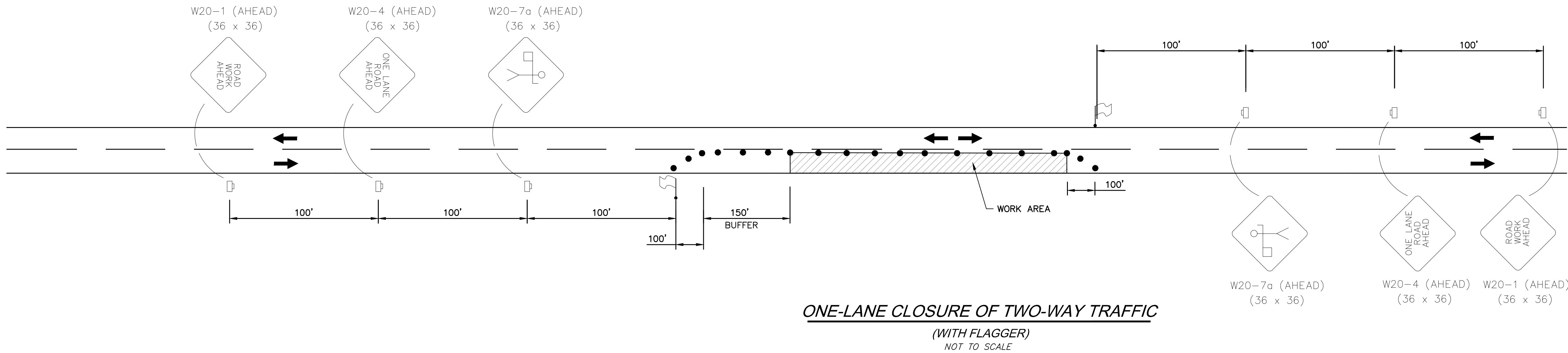
SECTION A-A



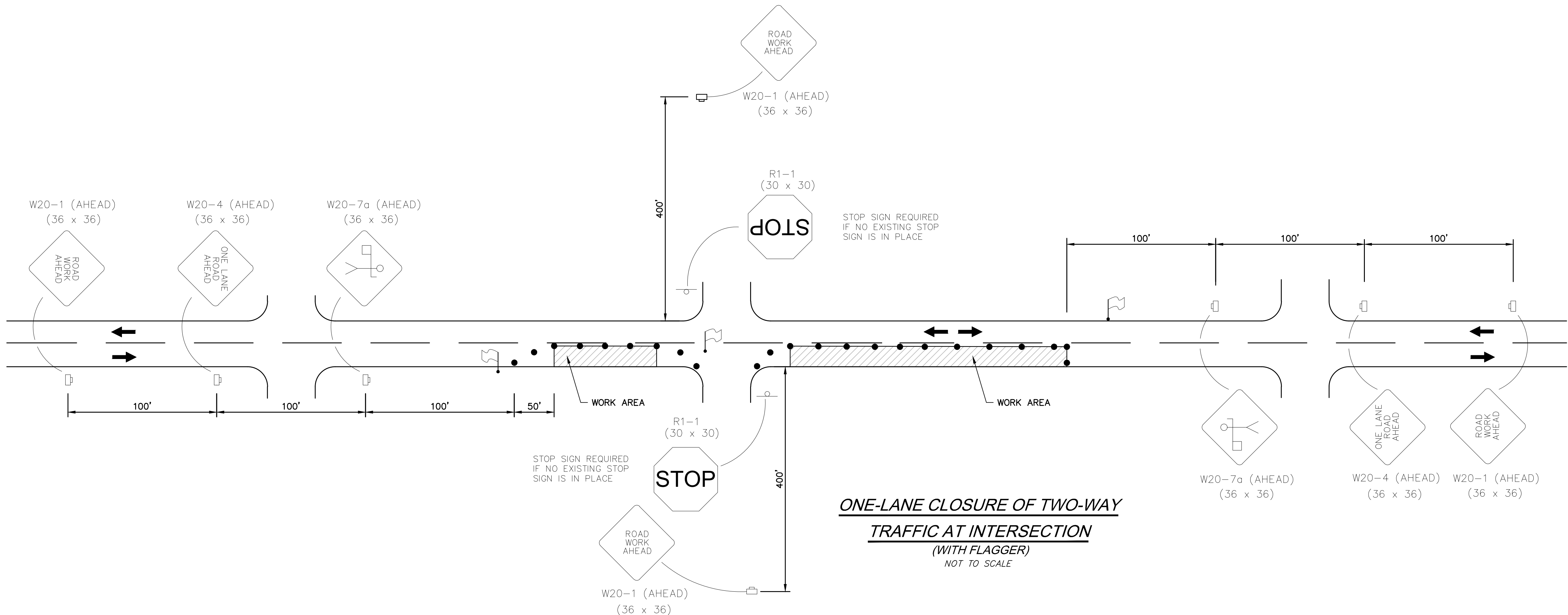
RURAL CONNECTION DETAIL

- NOTES:
1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
 2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
 3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
 4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED
 5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
 6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 00.16214.005				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: STANDARDS.DWG				ECD-15	9
					SCALE: NOT TO SCALE					
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					QA/QC:	DATE:				



- SYMBOLS**
- WORK AREA
 - TRAFFIC CONTROL SIGN
 - WORK ZONE SIGN
 - STOP SIGN
 - TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
 - LOCATION OF FLAGGER



- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
 - WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
 - WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO: 00.16214.005				WORKING NUMBER:	DRAWING NUMBER:
					FILENAME: STANDARDS.DWG				TCP-1	10
					SCALE: NOT TO SCALE					
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					DSGN: WKH DATE: 03/2022					
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					QA/QC: DATE:					



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Chris McGee, Director of Parks and Recreation

cc:

Date: Tuesday, May 3, 2022

Re: Approve the City's purchase of (1) one grave space located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot# 109, Section 38, at Highland Cemetery, Minute Book# 2021, Page# 317, in the amount of \$175.00, from DeWayne Fairley, authorize manual check for the same.
File Number: 2022-291
Minute Book #

Summary

Approve the City's purchase of (1) one grave space located in the South Half (S 1/2) of the Northeast Quarter (NE 1/4), Lot# 109, Section 38, at Highland Cemetery, Minute Book# 2021, Page# 317, in the amount of \$175.00, from DeWayne Fairley, authorize manual check for the same.

Recommendation Statement

I am recommending approval of the City's purchase of (1) one grave space.

Please place this on the May 3, 2022 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

Date: 04/18/2022

To whom it may concern:

I, DeWayne Fairley am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, in Section 38, Lot 109, S 1/2 of the NE 1/4, to the

City of Hattiesburg, which was purchased on October 28, 2021 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰

MB 2021- 317

Sincerely,

Mail to:

DeWayne Fairley
447 William Carey Parkway, Apt # 78
Hattiesburg, MS 39401

Phone#

601-307-7698

Approved By:
Deborah Denard

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11/04/20 2

SOLD TO:

Mr. Mrs. Miss DE VOYE FRELEY

ADDRESS 447 WELLS (AR) LOPNEY #78

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 ME 1/4 Lot No. 109 Section No. 38 in SENIOR Cemetery

Number of grave spaces 2 Price per grave space \$ 125.00

Price Received \$ 250.00

CITY OF HATTIESBURG, MISSISSIPPI

By Anthony Debari Beane
Supt. of City Cemeteries

(ph # 5330)
(Lrgy)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Dewayne Fairley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 109 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day December, 2021.

ATTEST:

CITY CLERK

(SEAL)



CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

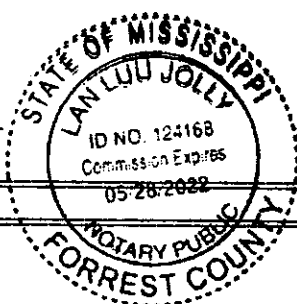
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of December, 2021

My Commission Expires: .

05-28-2022



NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, May 3, 2022
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2022-292
Minute Book #

Summary

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the May 3, 2022 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Date: April 13, 2022

Jessie R. McGilvery

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 1, Section 39, Highland Cemetery

Raymond McGilvery

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 1, Section 39, Highland Cemetery

William Myers, Jr

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 73, Section 34, Highland Cemetery

Teressa Paige

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 128, Section 39, Highland Cemetery

Mary Newell Eaton

(1) Space \$ 150.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 92, Section 2, South Hill Cemetery

Grayson Thomas (Infant)

(1) Space \$ 45.00

Baby Space# 62

Lot 2, Section 3, Highland Cemetery

Phyliss Graves

(2) Spaces \$ 300.00

Northwest Quarter (NW ¼)

Lot 83, Section 2, South Hill Cemetery

Jacob Sandifer

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 81, Section 34, Highland Cemetery

Leona Smith

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 93, Section 34, Highland Cemetery

David & Jan Sandifer

(2) Spaces \$ 350.00

Southeast Quarter (Se ¼)

Lot 81, Section 34, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/14/ 2022

SOLD TO:

Mr. Mrs. Miss Phyllis Graves

ADDRESS 1258 Richburg Rd, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 83 Section No. 2 in South H. 71 Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

ck # 1040 (Forest)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/14/ 2022

SOLD TO:

Mr. Mrs. Miss Crayson Thomas

ADDRESS 1258 Richburg Rd Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 62 Lot No. 2 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

ck # 1040

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-08- 20 22

SOLD TO:

Mr. Mrs. Miss Mary Newell Eaton

ADDRESS 1431 Still Ridge Lane Lawrenceville, Georgia 30045

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 92 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

002

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/13/ 20 22

SOLD TO:

Mr. Mrs. Miss Teressa Paige

ADDRESS 107 Marshall Place Hattiesburg, MS. ~~39404~~
39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 128 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Barne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-08- 20 22

SOLD TO:

Mr. Mrs. Miss Jessie R. McGilvery

ADDRESS 702 Bowling St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 1 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/12/ 20 22

SOLD TO:

Mr. Mrs. Miss Raymond McGilvery

ADDRESS 702 Bowling St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 1 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

Cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/05/ 20 22

SOLD TO:

Mr. Mrs. Miss William Myers, JR

ADDRESS 1006 Tichn St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 73 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/14/ 2022

SOLD TO:

Mr. Mrs. Miss Jacob Sandifer

ADDRESS 310 Miller St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 81 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boline
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/14/ 2022

SOLD TO:

Mr. Mrs. Miss David & Jan Sandifer

ADDRESS 310 Miller St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 81 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boline
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04/14/ 2022

SOLD TO:

Mr. Mrs. Miss Leona Smith

ADDRESS 512 Melba Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 93 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Leona Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 93

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (~~\$350.00~~), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, David & Jan Sandifer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 81 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jacob Sandifer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 81

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Newell Eaton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot Number: 92 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jessie R. McGilvery, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 1 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Raymond McGilvery, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 1 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Teressa Paige, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 128

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William Myers, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 73

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Phyliss Graves, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number: 83

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May 2022.

My Commission Expires:

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Grayson Thomas subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #62

Lot Number: 2 **Section Number:** 3
according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of May, 2022.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of May, 2022

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, May 3, 2022

Re: Approve claims docket for the period ending April 30, 2022.
File Number: 2022-309
Minute Book #

Summary

Recommendation Statement

Please place this on the May 3, 2022 City Council meeting for consideration.

04/27/2022 14:35 | City of Hattiesburg, MS
6050sjackson | A/P CASH DISBURSEMENTS JOURNAL

| P 32
| apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		541,985.18
002 PARKS & RECREATION FUND		76,515.09
009 WATER & SEWER OPERATION/MAINT.		308,744.03
011 WATER & SEWER FUND		686.91
019 POLICE FORFEITURES FUND		421.65
039 AIRPORT IMPROVEMENT FUND		346,210.76
072 MUNICIPAL ROAD & BRIDGE		47,264.63
073 MASS TRANSIT FUND		23,025.34
075 WATER&SEWER CONSTRUCTION FUND		71,457.36
077 COMMUNITY CENTERS' FUND		5,115.49
082 COMMUNITY DEVELOP. BLOCK GRANT		46.83
086 SPEC SALES TAX-P&R/UNIV IMPROV		12,665.98
088 PUBLIC SAFETY/REC CONSTRUCTION		81,255.69
801 CLAIMS FUND		
	1,515,394.94	
	-----	-----
TOTAL	1,515,394.94	1,515,394.94

** END OF REPORT - Generated by Sherry Jackson **

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001000											BALANCE SHEET
001000	060100										GAS/LUBRICANT-CITY BARN
003308	KEITHCO	PETROLEUM	100376	227418	2022	7	INV	P	13,084.20	043022	290295 DIESEL FOR FUEL STA
003308	KEITHCO	PETROLEUM	953924	227216	2022	7	INV	P	10,208.53	043022	290295 DIESEL FOR FUEL STA
									23,292.73		
003497	MAPLES	GAS COMPANY	226987	227584	2022	7	INV	P	19,810.90	043022	290306 GAS FOR FUEL STATIO
003918	PINE BELT	OIL COMPAN	075018	227415	2022	7	INV	P	19,975.47	043022	290334 GAS FOR FUEL STATIO
									ACCOUNT TOTAL		63,079.10
									ORG 001000	TOTAL	63,079.10
001001											REVENUES
001001	222400										LAND CODE ENFORCEMENT
048738	FLOYD KEVIN		REF INV 79807	0	2022	7	INV	P	100.00	043022	290275 REFUND SITE PLAN FE
									ACCOUNT TOTAL		100.00
									ORG 001001	TOTAL	100.00
001015											CITY COURT
001015	604800										OTHER PROF.-VICTIM'S ADV.GRANT
002564	COURT PROGRAMS INC	4483388		0	2022	7	INV	P	645.00	043022	290255 COURT BH/DRUG COURT
003917	PINE BELT MENTAL HEA	2022-03		0	2022	7	INV	P	15,530.78	043022	290333 COURT BH/DC PINE BE
									ACCOUNT TOTAL		16,175.78
001015	604900										OTHER PROFESSIONAL SERV.
002564	COURT PROGRAMS INC	90		0	2022	7	INV	P	3,730.00	043022	290255 COURT MONTHLY ANKLE
002564	COURT PROGRAMS INC	91		0	2022	7	INV	P	4,110.00	043022	290255 COURT MONTHLY ANKLE
									7,840.00		
									ACCOUNT TOTAL		7,840.00
001015	604901										OTHER PROF-TECHNOLOGY
004057	RJ YOUNG COMPANY	INV4703072		0	2022	7	INV	P	2,274.63	043022	290347 CRT MO. CANON COPIE
									ACCOUNT TOTAL		2,274.63
001015	611800										TRVL-HHS SAMHSA GRANT
004575	WALMART STORES INC	104200314		227488	2022	7	INV	P	900.00	043022	290380 GIFT CARDS FOR BH/D
									ACCOUNT TOTAL		900.00
001015	630500										ELECTRICITY
003700	MS POWER COMPANY	E2022-04/21		0	2022	7	INV	P	1,001.67	043022	290319 MISSISSIPPI POWER-V

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							1,001.67				
001015	684500										
003694	MS MUNICIPAL LEAGUE	2490779703379	0	2022	7	INV P	275.00	043022	290318	COURT CLERK'S ASSOC	
ACCOUNT TOTAL							275.00				
ORG 001015 TOTAL							28,467.08				
001020			MAYOR/ADMIN.								
001020	620000										
002294	BOURNE BROTHERS PRIN	83037	0	2022	7	INV P	30.00	043022	290230	40-OVERPASS ARTWORK	
ACCOUNT TOTAL							30.00				
ORG 001020 TOTAL							30.00				
001040			MUNICIPAL CLERK								
001040	501000										
004327	STANDARD OFFICE SUPP	H02750-00	227530	2022	7	INV P	331.66	043022	290368	CITY CLERK DEPT OFF	
004327	STANDARD OFFICE SUPP	H02803-00	227530	2022	7	INV P	21.74	043022	290368	CITY CLERK DEPT OFF	
							353.40				
ACCOUNT TOTAL							353.40				
001040	620000										
004356	STRICKLAND PAPER COM	BH876815-01.2	226385	2022	7	INV P	80.49	043022	290369	PAPER SUPPLIES FOR	
ACCOUNT TOTAL							80.49				
ORG 001040 TOTAL							433.89				
001042			ACCOUNTING DIV.								
001042	501000										
002775	F T I GROUP	169187	227215	2022	7	INV P	517.54	043022	290273	CLAIMS FUND CHECKS	
ACCOUNT TOTAL							517.54				
ORG 001042 TOTAL							517.54				
001045			PURCHASING DIV.								
001045	636500										
002406	CANON FINANCIAL SERV	28377421	0	2022	7	INV P	208.02	043022	290237	MB 2018-145 PURCHAS	
ACCOUNT TOTAL							208.02				
ORG 001045 TOTAL							208.02				
001090			URBAN DEVELOPMT								
001090	611000										
003458	LOWREY, GINGER MADDO	Airline Ticket Adj.	0	2022	7	INV P	216.00	043022	290305	United Airline Tick	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							216.00				
001090	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	36453185	0	2022	7	INV P	232.90	043022	290346	COPIER FEE MAY 2022	
ACCOUNT TOTAL							232.90				
ORG 001090 TOTAL							448.90				
INFO TECHNOLOGY											
001091	500300			PAPER							
001091	500300			PAPER							
004356	STRICKLAND PAPER COM	BH876815-01.2	226385	2022	7	INV P	.02	043022	290369	PAPER SUPPLIES FOR	
ACCOUNT TOTAL							.02				
OTHER PROFESSIONAL SERV.											
001091	604900			2022	7	INV P	2,800.00	043022	290376	MUNIS IMPLEMENTATIO	
004482	TYLER TECHNOLOGIES IN	045-370874	0	2022	7	INV P	2,238.00	043022	290376	MUNIS IMPLEMENTATIO	
004482	TYLER TECHNOLOGIES IN	045-372137	0	2022	7	INV P	1,400.00	043022	290376	MUNIS IMPLEMENTATIO	
004482	TYLER TECHNOLOGIES IN	045-373254	0	2022	7	INV P	6,438.00				
ACCOUNT TOTAL							6,438.00				
NETWORK											
001091	606800			2022	7	INV P	6,320.52	043022	290236	NETWORK/INTERET - M	
002384	C SPIRE (MEGAGATE)	3000667134-8	0	2022	7	INV P	14,701.33	043022	290236	NETWORK/INTERET - M	
002384	C SPIRE (MEGAGATE)	683013-54	0	2022	7	INV P	21,021.85				
ACCOUNT TOTAL							21,021.85				
OFFICE EQUIPMENT R&M											
001091	636500			2022	7	INV P	17,752.10	043022	290308	LASERFICHE MAINTENA	
003531	MCCI LLC	RN6427	0	2022	7	INV P	1,760.00	043022	290310	OFFICE 365 LICENSES	
003583	METRIX SOLUTIONS	M77298	0	2022	7	INV P	19,512.10				
ACCOUNT TOTAL							19,512.10				
ORG 001091 TOTAL							46,971.97				
GEN. GOVT. BLDG											
001092	513000			CHEMICALS							
001092	513000			CHEMICALS							
002459	CHEM-AQUA	7755358	0	2022	7	INV P	583.33	043022	290242	WATER TREATMENT PRG	
ACCOUNT TOTAL							583.33				
ELECTRICITY											
001092	630500			2022	7	INV P	360.74	043022	290319	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV P	3,825.71	043022	290319	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV P					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									4,186.45		
ACCOUNT TOTAL									4,186.45		
001092	637000	HOUSEHOLD EQUIPMENT R&M									
003185	INNOVATIVE SERVICE S	20220061	227450	2022	7	INV	P		105.00	043022	290289 SEMI-ANNUAL AED MAI
ACCOUNT TOTAL									105.00		
ORG 001092 TOTAL									4,874.78		
001093	630500	INTERMODAL FAC O&M									
001093	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P		2,232.35	043022	290319 MISSISSIPPI POWER-V
ACCOUNT TOTAL									2,232.35		
001093	635000	BUILDING R&M									
003185	INNOVATIVE SERVICE S	20220061	227450	2022	7	INV	P		105.00	043022	290289 SEMI-ANNUAL AED MAI
004272	SOUTHERN FIRE & SPRI	20-34255	0	2022	7	INV	P		300.00	043022	290359 2022 ANNUAL INSPECT
ACCOUNT TOTAL									405.00		
001093	639400	DISINFECT./EXTERMINATION									
003040	HAVARD PEST CONTROL	1924207	0	2022	7	INV	P		85.00	043022	290288 HAVARD PEST CONTROL
ACCOUNT TOTAL									85.00		
ORG 001093 TOTAL									2,722.35		
001094	511500	METRPLTN PLANG.									
001094	511500			FOOD							
047828	GRIN COFFEE	5997	227609	2022	7	INV	P		70.00	043022	290285 PUBLIC MEETING REFR
047828	GRIN COFFEE	5998	227615	2022	7	INV	P		74.50	043022	290285 PUBLIC MEETING REFR
									144.50		
ACCOUNT TOTAL									144.50		
ORG 001094 TOTAL									144.50		
001095	602500	G/G INS.OTH SER									
001095	602500			LEGAL							
003944	POPE & POPE, PA	2231	0	2022	7	INV	P		600.00	043022	290339 BOLTON - EEOC
003944	POPE & POPE, PA	2232	0	2022	7	INV	P		2,234.00	043022	290339 MICHAEL FOSTER
003944	POPE & POPE, PA	2233	0	2022	7	INV	P		1,737.50	043022	290339 LAMAR COUNTY ANNEXA
003944	POPE & POPE, PA	2234	0	2022	7	INV	P		3,400.00	043022	290339 PLANTATION PLACE AP
003944	POPE & POPE, PA	2235	0	2022	7	INV	P		14,727.00	043022	290339 UDC VS COH
003944	POPE & POPE, PA	2236	0	2022	7	INV	P		7,218.50	043022	290339 VALLEY RAILROAD COM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
							29,917.00			
047351	LOWREY & FORTNER PA	34762	0	2022	7	INV P	1,000.00	043022	290304	LOWREY & FORTNER CI
ACCOUNT TOTAL							30,917.00			
001095	604900									
002523	COMCAST CABLEVISION	4.11.22	0	2022	7	INV P	168.70	043022	290252	COMCAST H'BURG CITY
003433	LOCAL IMPACT ANALYTI	04152022-1	0	2022	7	INV P	20,000.00	043022	290303	CITY OF HATTIESBURG
004694	ZAC FAIRLEY APPRAISA	1088	0	2022	7	INV P	450.00	043022	290388	APPRAISAL REPORT FO
ACCOUNT TOTAL							20,618.70			
001095	606000									
002158	AT&T	L2022 4.4	0	2022	7	INV P	244.12	043022	290219	AT&T BLUE LIGHTS 4.
ACCOUNT TOTAL							244.12			
001095	615500									
048735	REID JOHN T	134	0	2022	7	INV P	5,000.00	043022	290345	ADVERTISEMENT FOR C
ACCOUNT TOTAL							5,000.00			
001095	620000									
004356	STRICKLAND PAPER COM	BH876815-01.2	226385	2022	7	INV P	.03	043022	290369	PAPER SUPPLIES FOR
ACCOUNT TOTAL							.03			
ORG 001095 TOTAL							56,779.85			
001100	POLICE/PUB.SFTY									
001100	508000									
003350	L E A DATA TECHNOLOG	12-2761-05	0	2022	7	INV P	105.00	043022	290299	L.E.A. DATA UPGRAD
ACCOUNT TOTAL							105.00			
001100	535000									
003588	MID SOUTH UNIFORM &	627811	227521	2022	7	INV P	264.66	043022	290312	TROUSERS FOR ASST.
003588	MID SOUTH UNIFORM &	627812	227520	2022	7	INV P	65.19	043022	290312	LONG SLEEVE WHITE S
003588	MID SOUTH UNIFORM &	627830	226576	2022	7	INV P	195.85	043022	290312	OUTER VEST CARRIER
							525.70			
ACCOUNT TOTAL							525.70			
001100	535500									
003588	MID SOUTH UNIFORM &	627812	227520	2022	7	INV P	41.41	043022	290312	LONG SLEEVE WHITE S
003590	MIDSOUTH SOLUTIONS	180959	226943	2022	7	INV P	1,700.00	043022	290313	CARRIER COVER BLAUE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003590	MIDSOUTH SOLUTIONS	180960	227039	2022	7	INV	P		1,290.00	043022	290313 SHORT SLEEVE SHIRTS
									2,990.00		
									ACCOUNT TOTAL		3,031.41
001100	546000								MINOR EQUIPMENT		
002764	EVIDENT INC	186165C	225927	2022	7	INV	P		163.20	043022	290272 SUPPLIES FOR CRIME
002901	GILKEY ELECTRIC SUPP	354230	227470	2022	7	INV	P		376.61	043022	290282 SUPPLIES FOR CAMERA
003543	MCELHANEY PLUMBING I	291993	227555	2022	7	INV	P		162.49	043022	290309 REPAIR PARTS FOR SE
003587	MID SOUTH GLASS INC	0049259	226210	2022	7	INV	P		400.00	043022	290311 REPLACE BROKEN DOOR
003742	N & H ELECTRONIC DIS	227127	227437	2022	7	INV	P		565.35	043022	290323 CAMERAS FOR CHANGE
									ACCOUNT TOTAL		1,667.65
001100	570000								MTR VEHICLE REP. PTS/SPL		
002413	CARQUEST AUTO PARTS	14758-9483	227346	2022	7	INV	P		231.77	043022	290238 REPAIR PARTS FOR ST
002413	CARQUEST AUTO PARTS	14758-9485	227291	2022	7	INV	P		11.10	043022	290238 6G-6MP-HPD
									242.87		
004514	UNIVERSITY TIRE & SE	INV192975	227423	2022	7	INV	P		2,854.00	043022	290377 TIRES FOR STOCK-HPD
004514	UNIVERSITY TIRE & SE	inv193188	227525	2022	7	INV	P		3,230.92	043022	290377 TIRES FOR TAHOES &
									6,084.92		
									ACCOUNT TOTAL		6,327.79
001100	604900								OTHER PROFESSIONAL SERV.		
002473	CIOX HEALTH	0370004455	0	2022	7	INV	P		64.25	043022	290248 MEDICAL RECORDS RET
002750	EQUIFAX INFORMATION	6751733	0	2022	7	INV	P		85.36	043022	290270 ONLINE INVESTIGATIO
									ACCOUNT TOTAL		149.61
001100	606000								TELEPHONE AND TELEGRAPH		
002158	AT&T	54549101030591 4/8	0	2022	7	INV	P		188.40	043022	290220 POLICE DISPATCH 601
002158	AT&T	L2022 4.8.22	0	2022	7	INV	P		94.00	043022	290219 AT&T POLICE 601M2
002158	AT&T	L2022 4.8	0	2022	7	INV	P		76.00	043022	290219 AT&T POLICE 4.8.22
									358.40		
									ACCOUNT TOTAL		358.40
001100	630000								GAS		
004321	SPIRE	G2022 4.11.22	0	2022	7	INV	P		2,808.34	043022	290366 SPIRE(WILLMUT GAS)
									ACCOUNT TOTAL		2,808.34

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	630500										
											ELECTRICITY
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV	P	2,444.70	043022		290319 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P	7,770.46	043022		290319 MISSISSIPPI POWER-V
								10,215.16			
								ACCOUNT TOTAL		10,215.16	
001100	638400										
											MOTOR VEHICLE EQ. R&M
002035	AAMCO TRANSMISSION (I144696		227301	2022	7	INV	P	3,133.49	043022		290213 REPAIRS TO UNIT#166
002282	BODY TECH INC	2940	226057	2022	7	INV	P	1,793.60	043022		290228 REPAIRS TO UNIT#204
004205	SIGNS FIRST	H-80395	0	2022	7	INV	P	107.61	043022		290356 CHANGE DECALS ON MO
004514	UNIVERSITY TIRE & SE	INV175199	0	2022	7	INV	P	89.59	043022		290377 ALIGNMENT
								ACCOUNT TOTAL		5,124.29	
001100	639400										
											DISINFECT./EXTERMINATION
003040	HAVARD PEST CONTROL	1924182	0	2022	7	INV	P	125.00	043022		290288 HAVARD PEST CONTROL
								ACCOUNT TOTAL		125.00	
001100	639800										
											TOW IN CHARGES
003389	LARRY'S WRECKER SERV 9417		0	2022	7	INV	P	55.00	043022		290301 TOWING OF UNIT#1820
003389	LARRY'S WRECKER SERV 9418		0	2022	7	INV	P	55.00	043022		290301 TOWING OF UNIT#2112
003389	LARRY'S WRECKER SERV 9478		0	2022	7	INV	P	55.00	043022		290301 TOWING OF UNIT#2042
003389	LARRY'S WRECKER SERV 9479		0	2022	7	INV	P	55.00	043022		290301 TOWING OF UNIT#1934
003389	LARRY'S WRECKER SERV 9495		0	2022	7	INV	P	55.00	043022		290301 TOWING OF UNIT#1831
								275.00			
								ACCOUNT TOTAL		275.00	
001100	641000										
											OFFICE EQUIPMENT RENT
004057	RJ YOUNG COMPANY	INV4743892	0	2022	7	INV	P	250.00	043022		290347 MB#2021-285 ADMIN.
								ACCOUNT TOTAL		250.00	
								ORG 001100 TOTAL		30,963.35	
001131	504000										
											JOINT P&F TRNG.
002862	FRAMES & PANES	6177	0	2022	7	INV	P	402.82	043022		290280 P/F RECRUIT CLASS 3
								ACCOUNT TOTAL		402.82	
001131	511500										
											FOOD
048744	THE MERCHANT CO	1548984	0	2022	7	INV	P	145.45	043022		290371 P/F REFRESHMENTS FO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		145.45			
001131	5460PO				MINOR EQUIPMENT-POLICE					
047882	NORTHERN SAFETY	904774359	227613	2022	7	INV P	172.38	043022	290327	P/F MINOR EQUIPMENT
					ACCOUNT TOTAL		172.38			
001131	560000				BUILDING MATERIALS & SPLY					
002567	COURTNEY'S RESTAURAN	14667	0	2022	7	INV P	561.74	043022	290257	P/F REPAIR TO ICE M
					ACCOUNT TOTAL		561.74			
001131	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV P	936.77	043022	290319	MISSISSIPPI POWER-V
					ACCOUNT TOTAL		936.77			
001131	639400				DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	1924194	0	2022	7	INV P	50.00	043022	290288	HAVARD PEST CONTROL
					ACCOUNT TOTAL		50.00			
001131	639900				OTHER REPAIRS AND MAINT.					
003905	PIERCE PLUMBING INC	607622	226311	2022	7	INV P	643.73	043022	290332	REPAIRS LEAK AT RAN
					ACCOUNT TOTAL		643.73			
001131	6845PO				REGISTRATION-POLICE					
002521	COLUMBIA LAW ENFORCE	007	225924	2022	7	INV P	250.00	043022	290251	P/F REGISTRATION
					ACCOUNT TOTAL		250.00			
					ORG 001131 TOTAL		3,162.89			
FIRE DIVISION										
001160	510000				CLEANING/JANITORIAL SPLY					
002472	CINTAS FIRST AID J71	4116588770	0	2022	7	INV P	120.71	043022	290247	HFD JANITORIAL SUPP
002472	CINTAS FIRST AID J71	4116688622	0	2022	7	INV P	33.13	043022	290247	HFD JANITORIAL AND
							153.84			
					ACCOUNT TOTAL		153.84			
001160	535000				UNIFORMS, BADGES, ETC.					
002733	EMERGENCY EQUIPMENT	469397	226745	2022	7	INV P	384.00	043022	290266	HFD HELMET FRONTS F
					ACCOUNT TOTAL		384.00			
001160	570000				MTR VEHICLE REP. PTS/SPL					
002733	EMERGENCY EQUIPMENT	469299	227551	2022	7	INV P	55.90	043022	290266	HFD UNIT # 13932 TU
002733	EMERGENCY EQUIPMENT	469369	227362	2022	7	INV P	1,172.57	043022	290266	HFD UNIT # 18100 &

YEAR/PERIOD:						TO									
ACCOUNT/VENDOR								INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
											[REDACTED]				
											1,228.47				
048167	MUNN WILLIAM JUSTICE	005456						227625	2022	7	INV P	388.56	043022	290322	HFD 18098 REPAIR PA
											ACCOUNT TOTAL 1,617.03				
001160	606900							NETWORK WIRELESS							
003583	METRIX SOLUTIONS	M77501						225383	2022	7	INV P	3,842.40	043022	290310	WIFI FOR STATIONS 3
											ACCOUNT TOTAL 3,842.40				
001160	612000							FREIGHT							
002733	EMERGENCY EQUIPMENT	469299						227551	2022	7	INV P	13.04	043022	290266	HFD UNIT # 13932 TU
002733	EMERGENCY EQUIPMENT	469369						227362	2022	7	INV P	140.93	043022	290266	HFD UNIT # 18100 &
002733	EMERGENCY EQUIPMENT	469397						226745	2022	7	INV P	16.00	043022	290266	HFD HELMET FRONTS F
											169.97				
											ACCOUNT TOTAL 169.97				
001160	630000							GAS							
004321	SPIRE	G2022 4.11.22					0	2022	7	INV P	264.52	043022	290366	SPIRE(WILLMUT GAS)	
004321	SPIRE	G2022 4.18					0	2022	7	INV P	216.32	043022	290366	SPIRE(WILLMUT GAS)	
004321	SPIRE	G2022 4.22					0	2022	7	INV P	1,540.41	043022	290366	SPIRE 104 LAMAR BLV	
											2,021.25				
											ACCOUNT TOTAL 2,021.25				
001160	630500							ELECTRICITY							
003700	MS POWER COMPANY	E2022-04/12					0	2022	7	INV P	368.39	043022	290319	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-04/21					0	2022	7	INV P	2,302.25	043022	290319	MISSISSIPPI POWER-V	
											2,670.64				
											ACCOUNT TOTAL 2,670.64				
001160	638400							MOTOR VEHICLE EQ.	R&M						
002194	BARDING GENERATOR &	179278					0	2022	7	INV P	330.95	043022	290226	HFD UNIT # 17838 RE	
004297	SOUTHERN TIRE MART (	2520089949						227490	2022	7	INV P	1,229.48	043022	290363	HFD UNIT # 18098 RE
											ACCOUNT TOTAL 1,560.43				
001160	639000							COMMUNICATION EQ.	R&M						
002905	GILLILANDS ELECTRONI	7656						226796	2022	7	INV P	1,750.00	043022	290283	HFD INSTALL BASE RA
											ACCOUNT TOTAL 1,750.00				
001160	639400							DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	1924184					0	2022	7	INV P	50.00	043022	290288	HAVARD PEST CONTROL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003040	HAVARD	PEST	CONTROL	1924186	0	2022	7	INV	P	48.00	043022	290288 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1924188	0	2022	7	INV	P	48.00	043022	290288 HAVARD PEST CONTROL
003040	HAVARD	PEST	CONTROL	1924209	0	2022	7	INV	P	48.00	043022	290288 HAVAR PEST CONTROL-
										194.00		
ACCOUNT TOTAL										194.00		
ORG 001160						TOTAL		14,363.56				
001180 LAND DEVEL.ADM.												
001180	500300				PAPER							
004356	STRICKLAND	PAPER	COM	BH876815-01.2	226385	2022	7	INV	P	.00	043022	290369 PAPER SUPPLIES FOR
ACCOUNT TOTAL										.00		
001180 601300 DEMOLITION												
003718	MSP ENTERPRISES, LLC	042222-0			0	2022	7	INV	P	8,995.20	043022	290320 MB 2021-340 TASK OR
ACCOUNT TOTAL										8,995.20		
001180 604900 OTHER PROFESSIONAL SERV.												
004075	RODCO, LLC	1793				0	2022	7	INV	P	750.00	043022 290349 PLAN REVIEW, 23,2 S
ACCOUNT TOTAL										750.00		
001180 644900 OTHER RENT												
004057	RJ YOUNG COMPANY	INV4674493				0	2022	7	INV	P	226.58	043022 290347 COPIER 2/11/22 - 3/
004057	RJ YOUNG COMPANY	INV4726607				0	2022	7	INV	P	253.56	043022 290347 COPIER 3/11/22 - 4/
										480.14		
ACCOUNT TOTAL										480.14		
ORG 001180						TOTAL		10,225.34				
001191 TRAFFIC MAINT.												
001191	630000				GAS							
004321	SPIRE	G2022 4.11.22				0	2022	7	INV	P	138.73	043022 290366 SPIRE(WILLMUT GAS)
ACCOUNT TOTAL										138.73		
001191 630500 ELECTRICITY												
003700	MS POWER COMPANY	E2022-04/21				0	2022	7	INV	P	1,241.85	043022 290319 MISSISSIPPI POWER-V
ACCOUNT TOTAL										1,241.85		
001191 639400 DISINFECT./EXTERMINATION												
003040	HAVARD	PEST	CONTROL	1924204	0	2022	7	INV	P	45.00	043022	290288 HAVARD PEST CONTROL
ACCOUNT TOTAL										45.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001191	643000					UNIFORM RENT					
002471	CINTAS	CORPORATION #	4115304515	0	2022	7	INV	P	25.00	043022	290245 TRAFFIC SC/820004
002471	CINTAS	CORPORATION #	4115990291	0	2022	7	INV	P	25.00	043022	290245 TRAFFIC UNIFORM SC
002471	CINTAS	CORPORATION #	4116686673	0	2022	7	INV	P	25.54	043022	290245 TRAFFIC SC/82000447
002471	CINTAS	CORPORATION #	4117369527	0	2022	7	INV	P	25.54	043022	290245 TRAFFIC UNIFORM
									101.08		
ACCOUNT TOTAL									101.08		
001191	643500					MOP-MAT-RAG RENT					
002471	CINTAS	CORPORATION #	4114616773	0	2022	7	INV	P	7.26	043022	290246 TRAFFIC SC/8200044
002471	CINTAS	CORPORATION #	4115304106	0	2022	7	INV	P	7.26	043022	290246 TRAFFIC SC/8200044
002471	CINTAS	CORPORATION #	4115989940	0	2022	7	INV	P	7.26	043022	290246 TRAFFIC MATS SC/820
002471	CINTAS	CORPORATION #	4116686255	0	2022	7	INV	P	7.65	043022	290245 TRAFFIC SC/82000447
002471	CINTAS	CORPORATION #	4117369200	0	2022	7	INV	P	7.65	043022	290245 TRAFFIC SC/ 8200044
									37.08		
ACCOUNT TOTAL									37.08		
ORG 001191 TOTAL									1,563.74		
001201	STREET DIV.										
001201	535500					WEARING APPAREL					
002795	FASTENAL	COMPANY	MSHAT233311	227281	2022	7	INV	P	303.52	043022	290274 AMBER FRAME SAFTEY
ACCOUNT TOTAL									303.52		
001201	540000					ASPHALT & ASPHALT PROD.					
004586	WARREN	PAVING INC	60220	0	2022	7	INV	P	227.10	043022	290382 ASPHALT USED
004586	WARREN	PAVING INC	60252	0	2022	7	INV	P	364.31	043022	290382 ASPHALT USED
004586	WARREN	PAVING INC	60804	0	2022	7	INV	P	253.66	043022	290382 USED ASPHALT
004586	WARREN	PAVING INC	61191	0	2022	7	INV	P	139.51	043022	290382 USED ASPHALT
004586	WARREN	PAVING INC	61213	0	2022	7	INV	P	222.65	043022	290382 USED ASPHALT
									1,207.23		
ACCOUNT TOTAL									1,207.23		
001201	540500					CONCRETE, CEMENT, ETC.					
047525	DELTA	INDUSTIRES	751683	226563	2022	7	INV	P	1,900.00	043022	290260 CONCRETE 3000 PSI
ACCOUNT TOTAL									1,900.00		
001201	559000					OTHER OPERATING MATL/SPLY					
002729	ELKINS	WHOLESALE INC	482638	227065	2022	7	INV	P	236.24	043022	290265 SPAR634300 AEROSOL
004634	WHEELER'S	JANITORIAL	9733	227085	2022	7	INV	P	313.90	043022	290387 SPS05253 OFFICE SUP
ACCOUNT TOTAL									550.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001201	560000			BUILDING MATERIALS & SPLV							
002714	ECONOMY SUPPLY CO	073982	227409	2022	7	INV P	1,795.50	043022	290264	MATERIAL FOR TRAILER	
004256	SOLAR SUPPLY INC	3450943	227603	2022	7	INV P	502.20	043022	290358	FREON FOR ICE MACHI	
ACCOUNT TOTAL							2,297.70				
001201	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC	27905	227656	2022	7	INV P	159.95	043022	290223	UNIT 9605 BATTERY S	
002169	AUTOMOTIVE GLASS SPE	1248929	226971	2022	7	INV P	290.00	043022	290224	UNIT 21723 DOOR REA	
002169	AUTOMOTIVE GLASS SPE	1248937	226973	2022	7	INV P	290.00	043022	290224	UNIT 21723 STREET F	
							580.00				
002413	CARQUEST AUTO PARTS	14758-10320	227634	2022	7	INV P	26.64	043022	290238	UNIT 9605 RELAY YNP	
002739	EMPIRE TRUCK SALES(J	CE006194480.01	227691	2022	7	INV P	48.70	043022	290268	UNIT 20503 SWITCH N	
004297	SOUTHERN TIRE MART (	2520090421	227548	2022	7	INV P	928.00	043022	290363	TIRES FOR TRAILER U	
004583	WARING OIL CO (GULFP	136225	227545	2022	7	INV P	4,500.00	043022	290381	CHEVRON URSA/15/40	
ACCOUNT TOTAL							6,243.29				
001201	604900			OTHER PROFESSIONAL SERV.							
003186	INSTALLATION PLUS	10057	0	2022	7	INV P	155.00	043022	290290	REPAIR OF PUMPS OFF	
ACCOUNT TOTAL							155.00				
001201	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4116686360	0	2022	7	INV P	58.07	043022	290244	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4116686542	0	2022	7	INV P	44.38	043022	290244	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4116686662	0	2022	7	INV P	124.97	043022	290243	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4116686696	0	2022	7	INV P	20.20	043022	290245	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4116686728	0	2022	7	INV P	66.50	043022	290244	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4117369320	0	2022	7	INV P	58.07	043022	290244	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4117369442	0	2022	7	INV P	44.38	043022	290244	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	4117369449	0	2022	7	INV P	20.20	043022	290245	UNIFORM 8200044758	
002471	CINTAS CORPORATION #	4117369595	0	2022	7	INV P	66.50	043022	290244	UNIFORM SC 82000447	
002471	CINTAS CORPORATION #	411739448	0	2022	7	INV P	124.97	043022	290243	UNIFORM SC 82000447	
							628.24				
ACCOUNT TOTAL							628.24				
ORG 001201 TOTAL							13,285.12				
001202	STREET LIGHTS										
001202	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV P	2,275.17	043022	290319	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV P	102,370.06	043022	290319	MISSISSIPPI POWER-V	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003700 MS POWER COMPANY				E2022-23 MAR	0	2022	7	INV P	101.09	043022	290319 MISSISSIPPI POWER-V
									104,746.32		
003873 PEARL RIVER VALLEY E				2022 4.6.22	0	2022	7	INV P	1,333.71	043022	290330 PRVEPA VARIOUS DEPT
003873 PEARL RIVER VALLEY E				2022-20 APR	0	2022	7	INV P	16.68	043022	290330 PEARL RIVER VALLEY
									1,350.39		
004282 SOUTHERN PINE ELECTR				E2022-04/05	0	2022	7	INV P	66.06	043022	290361 SOUTHERN PINE ELECT
004282 SOUTHERN PINE ELECTR				E2022-04/18	0	2022	7	INV P	211.93	043022	290361 SOUTHERN PINE ELECT
									277.99		
ACCOUNT TOTAL									106,374.70		
ORG 001202 TOTAL									106,374.70		
001203 ENGR/PUBLIC SER											
001203 560000 BUILDING MATERIALS & SPLY											
003543 MCELHANEY PLUMBING I				292103	227695	2022	7	INV P	10.00	043022	290309 PLUMBING PARTS FOR
003543 MCELHANEY PLUMBING I				293217	226759	2022	7	INV P	16.95	043022	290309 PLUMBING PARTS FOR
									26.95		
ACCOUNT TOTAL									26.95		
001203 601500 ENGINEERING											
003764 NEEL-SCHAFFER INC				1078282	0	2022	7	INV P	9,166.67	043022	290324 MB 2021-373 MS4 PRO
ACCOUNT TOTAL									9,166.67		
001203 604900 OTHER PROFESSIONAL SERV.											
002850 FORREST CTY SOIL & W				041522	0	2022	7	INV P	22,500.00	043022	290278 MB 2008-5/567 INSTA
ACCOUNT TOTAL									22,500.00		
001203 630500 ELECTRICITY											
003700 MS POWER COMPANY				E2022-04/21	0	2022	7	INV P	382.21	043022	290319 MISSISSIPPI POWER-V
ACCOUNT TOTAL									382.21		
001203 639400 DISINFECT./EXTERMINATION											
003040 HAVARD PEST CONTROL				1924203	0	2022	7	INV P	55.00	043022	290288 HAVARD PEST CONTROL
ACCOUNT TOTAL									55.00		
ORG 001203 TOTAL									32,130.83		
001204 SHOP DIVISION											
001204 502000 MINOR OFFICE EQUIP/FURN.											
002613 DAKTECH COMPUTERS				INV0344191	227539	2022	7	INV P	950.00	043022	290259 DAKTECH COMPUTER SY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										950.00		
001204	513000			CHEMICALS								
002413	CARQUEST AUTO PARTS	14758-10267	227622	2022	7	INV	P	269.64	043022	290238	AEROSOL AND BRAKE C	
ACCOUNT TOTAL										269.64		
001204	559000			OTHER OPERATING MATL/SPLY								
003772	NEWELL PAPER COMPANY	4128436	227274	2022	7	INV	P	113.13	043022	290325	BATHROOM SUPPLIES/P	
004175	SHERWIN-WILLIAMS COM	5232-3	227237	2022	7	INV	P	127.58	043022	290353	PAINTING SUPPLIES/P	
ACCOUNT TOTAL										240.71		
001204	560000			BUILDING MATERIALS & SPLY								
002413	CARQUEST AUTO PARTS	14758-10235	227612	2022	7	INV	P	59.78	043022	290238	STRING FOR PW SHOP	
004176	SHERWIN-WILLIAMS COM	3103-6	227331	2022	7	INV	P	20.05	043022	290354	LIGHTWEIGHT COMPOUN	
ACCOUNT TOTAL										79.83		
001204	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV	P	1,834.81	043022	290319	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P	52.57	043022	290319	MISSISSIPPI POWER-V	
								1,887.38				
ACCOUNT TOTAL										1,887.38		
001204	643000			UNIFORM RENT								
002471	CINTAS CORPORATION #	4115990311	0	2022	7	INV	P	56.07	043022	290244	UNIFORM RENTAL/PW S	
002471	CINTAS CORPORATION #	4116686579	0	2022	7	INV	P	59.11	043022	290244	UNIFORM RENTAL/PW S	
002471	CINTAS CORPORATION #	4117369528	0	2022	7	INV	P	59.11	043022	290244	UNIFORM RENTAL/PW S	
								174.29				
ACCOUNT TOTAL										174.29		
ORG 001204 TOTAL										3,601.85		
001205	G O & F S DIV.											
001205	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P	75.81	043022	290319	MISSISSIPPI POWER-V	
ACCOUNT TOTAL										75.81		
ORG 001205 TOTAL										75.81		
001206	DRAINAGE DIV.											
001206	729500			OTHER IMPROVEMENTS								
003764	NEEL-SCHAFFER INC	1077479	0	2022	7	INV	P	1,623.07	043022	290324	MB 2011-4/307 MOBIL	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004058	RJM MCQUEEN CONTRACT	2605			227635	2022	7	INV P	1,708.00	043022	290348 HEMPHILL/GORDON CRE
004197	SHOWS DEARMAN & WAIT	22625			0	2022	7	INV P	1,360.00	043022	290355 MB 2012-1/34 DRAIN
004197	SHOWS DEARMAN & WAIT	22649			0	2022	7	INV P	1,662.50	043022	290355 MB 2012-1/34 DAHMER
004197	SHOWS DEARMAN & WAIT	22659			0	2022	7	INV P	157.50	043022	290355 MB 2012-1/34 DRAIN
									3,180.00		
ACCOUNT TOTAL									6,511.07		
ORG 001206 TOTAL									6,511.07		
CONSTRUCTION											
001207	502000										
001207	502000										
002613	DAKTECH COMPUTERS	INV0344190			227538	2022	7	INV P	950.00	043022	290259 DAKTECH COMPUTER SY
ACCOUNT TOTAL									950.00		
001207	560500										
002499	COBURN'S SUPPLY CO I	605291310-2			0	2022	7	INV P	1,198.44	043022	290250 A/C CARPENTER SHOP/
002905	GILLILANDS ELECTRONI	7587			227410	2022	7	INV P	155.93	043022	290283 RUN HDMI CABLE FOR
002905	GILLILANDS ELECTRONI	7599			227410	2022	7	INV P	434.94	043022	290283 RUN HDMI CABLE FOR
									590.87		
ACCOUNT TOTAL									1,789.31		
001207	570000										
002413	CARQUEST AUTO PARTS	14758-10021			227537	2022	7	INV P	237.24	043022	290238 POWER WINDOW/UNIT#1
002413	CARQUEST AUTO PARTS	14758-10280			227629	2022	7	INV P	409.91	043022	290238 REPAIRS FOR UNIT#11
									647.15		
ACCOUNT TOTAL									647.15		
001207	599102										
002901	GILKEY ELECTRIC SUPP	354281			226930	2022	7	INV P	1,350.00	043022	290282 STERNBERG GLOBES/DO
ACCOUNT TOTAL									1,350.00		
001207	612000										
002901	GILKEY ELECTRIC SUPP	354281			226930	2022	7	INV P	150.00	043022	290282 STERNBERG GLOBES/DO
ACCOUNT TOTAL									150.00		
001207	638400										
002361	BURKETT RADIATOR SHO	67569			227479	2022	7	INV P	529.00	043022	290234 REPAIR FOR UNIT#152
ACCOUNT TOTAL									529.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001207	643000					UNIFORM RENT					
002471	CINTAS CORPORATION #	4115990222	0	2022	7	INV	P	62.85	043022	290244	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4116686455	0	2022	7	INV	P	66.30	043022	290244	UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION #	4117369359	0	2022	7	INV	P	66.30	043022	290244	UNIFORM RENTAL/CONS
								195.45			
ACCOUNT TOTAL								195.45			
ORG 001207 TOTAL								5,610.91			
001220			SANITATION DIV.								
001220	501000					OTHER EXPENDABLE OFF.SPL					
002714	ECONOMY SUPPLY CO	074122	227535	2022	7	INV	P	39.50	043022	290264	MAILBOX 129 17TH PL
ACCOUNT TOTAL								39.50			
001220	513000					CHEMICALS					
048655	AMERICAN CHEMICAL LL	12623	227229	2022	7	INV	P	1,375.00	043022	290217	TRUCKWASH-C/CLEANIN
ACCOUNT TOTAL								1,375.00			
001220	559000					OTHER OPERATING MATL/SPLY					
002714	ECONOMY SUPPLY CO	074369	227600	2022	7	INV	P	53.00	043022	290264	CHAIN & LOCK FOR CH
ACCOUNT TOTAL								53.00			
001220	559100					OTHER OPER.MATLS-FULL R					
004011	RECYCLING PROMOTIONS	2023044	227262	2022	7	INV	P	1,241.00	043022	290344	RECYCLING PROMOTION
ACCOUNT TOTAL								1,241.00			
001220	570000					MTR VEHICLE REP. PTS/SPL					
002413	CARQUEST AUTO PARTS	14758-10137	227562	2022	7	INV	P	91.68	043022	290238	SIPHON HOSE FOR SAN
002739	EMPIRE TRUCK SALES(J	CE006194291:01	227623	2022	7	INV	P	132.28	043022	290268	UNIT 20074 OIL BATH
004120	SANSOM EQUIPMENT CO	P02804	227574	2022	7	INV	P	384.04	043022	290350	UNIT 20074 SIDE ARM
004120	SANSOM EQUIPMENT CO	P02823	227566	2022	7	INV	P	880.86	043022	290350	UNIT 20070 ARM SPRI
								1,264.90			
004139	SCOTTS HYDRAULIC SER	49973	227601	2022	7	INV	P	1,804.66	043022	290351	UNIT 20070 REPAIR P
004583	WARING OIL CO (GULFP	136216	227543	2022	7	INV	P	3,800.00	043022	290381	CHEVRON AW68 FOR SA
047038	KENWORTH OF MISSISSI	0530605615	0	2022	7	INV	P	114.00	043022	290296	AIR FILTER FOR SANI
ACCOUNT TOTAL								7,207.52			
001220	604900					OTHER PROFESSIONAL SERV.					
003185	INNOVATIVE SERVICE S	20220060	227392	2022	7	INV	P	380.00	043022	290289	PUBLIC WORKS AED IN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			380.00			
001220	612000	FREIGHT									
004011	RECYCLING PROMOTIONS	2023044	227262	2022	7	INV	P	204.77	043022	290344	RECYCLING PROMOTION
004120	SANSOM EQUIPMENT CO	P02804	227574	2022	7	INV	P	26.53	043022	290350	UNIT 20074 SIDE ARM
004139	SCOTTS HYDRAULIC SER	49973	227601	2022	7	INV	P	53.23	043022	290351	UNIT 20070 REPAIR P
048655	AMERICAN CHEMICAL LL	12623	227229	2022	7	INV	P	219.60	043022	290217	TRUCKWASH-C/CLEANIN
048658	QUALITY LOGO PRODUCT	QSI-930281	227247	2022	7	INV	P	81.45	043022	290341	KEEP H`BEAUTIFUL AD
					ACCOUNT TOTAL			585.58			
001220	615001	ADVERTISING-RECYCLING									
048658	QUALITY LOGO PRODUCT	QSI-930281	227247	2022	7	INV	P	307.74	043022	290341	KEEP H`BEAUTIFUL AD
					ACCOUNT TOTAL			307.74			
001220	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV	P	504.72	043022	290319	MISSISSIPPI POWER-V
					ACCOUNT TOTAL			504.72			
001220	638400	MOTOR VEHICLE EQ. R&M									
002252	BIG IRON DIESEL REPA	RO4930	0	2022	7	INV	P	4,343.90	043022	290227	TEAR DOWN & REPAIR
					ACCOUNT TOTAL			4,343.90			
001220	639800	TOW IN CHARGES									
003253	JOHNNY'S WRECKER SER	43787	0	2022	7	INV	P	350.00	043022	290294	TOW UNIT 21387 FROM
					ACCOUNT TOTAL			350.00			
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4115304159	0	2022	7	INV	P	35.18	043022	290245	SC8200044758 SANIT.
002471	CINTAS CORPORATION #	4115304781	0	2022	7	INV	P	206.01	043022	290243	SC820004758 SANITAT
002471	CINTAS CORPORATION #	4116686869	0	2022	7	INV	P	210.50	043022	290243	SC8200044758-SANITA
002471	CINTAS CORPORATION #	4117369833	0	2022	7	INV	P	238.72	043022	290243	SC8200044758 SANITA
								690.41			
					ACCOUNT TOTAL			690.41			
001220	643500	MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION #	4116686279	0	2022	7	INV	P	37.07	043022	290244	SC8200044758 SANIT-
002471	CINTAS CORPORATION #	4117369295	0	2022	7	INV	P	37.04	043022	290245	SC200044758 SANITAT
								74.11			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							74.11		
001220	688000			TIPPING FEES					
002007	98 WASTE LLC	4237	0	2022	7	INV P	13,825.00	043022	290212 MB2016-322 SANIT. R
004591	WASTE MANAGEMENT OF	0013188-2526-0	0	2022	7	INV P	2,037.38	043022	290383 MB#2003-5/484 SANIT
ACCOUNT TOTAL							15,862.38		
ORG 001220 TOTAL							33,014.86		
001250	HEALTH DIVISION								
001250	559000			OTHER OPERATING MATL/SPLY					
002836	FLUIDS INC.	14383	0	2022	7	INV P	190.90	043022	290276 FREIGHT FOR PO#2272
002836	FLUIDS INC.	14414	0	2022	7	INV P	80.50	043022	290276 ADTL' FRGHT CHARGE
							271.40		
ACCOUNT TOTAL							271.40		
001250	570000			MTR VEHICLE REP. PTS/SPL					
002035	AAMCO TRANSMISSION (	144711	227617	2022	7	INV P	475.00	043022	290213 UNIT 17017 CRANK SE
002169	AUTOMOTIVE GLASS SPE	1249592	227494	2022	7	INV P	530.00	043022	290224 UNIT 17018 WINDOW R
002413	CARQUEST AUTO PARTS	14758-10197	227597	2022	7	INV P	20.58	043022	290238 UNIT 17018 18" XTRA
002413	CARQUEST AUTO PARTS	14758-10442	227675	2022	7	INV P	40.12	043022	290238 UNIT 15964 FUEL SIL
							60.70		
004514	UNIVERSITY TIRE & SE	INV193588	227561	2022	7	INV P	159.21	043022	290377 UNIT 15962 HEALTH W
ACCOUNT TOTAL							1,224.91		
001250	575500			AGRICLTRL REPAIR PTS/SPL					
047024	GREENPOINT AG HOLDIN	1342043	227558	2022	7	INV P	166.00	043022	290284 UNIT 7526 TEEJET LO
ACCOUNT TOTAL							166.00		
ORG 001250 TOTAL							1,662.31		
001402	ECONOMIC DEV.								
001402	604900			OTHER PROFESSIONAL SERV.					
047187	FOUR SEASONS LAWN	HPSC #4	0	2022	7	INV P	70,000.00	043022	290279 MB 2021-326 PUBLIC
ACCOUNT TOTAL							70,000.00		
001402	7150ST			QUINN ST SPEED TABLES					
003764	NEEL-SCHAFFER INC	1078136	0	2022	7	INV P	356.99	043022	290324 MB 2011-4/307 QUINN
ACCOUNT TOTAL							356.99		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
					ORG 001402	TOTAL			70,356.99				
					AIRPORT DIV.								
001551													
001551	630500				ELECTRICITY								
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV	P	1,349.21	043022	290319	MISSISSIPPI POWER-V		
ACCOUNT TOTAL								1,349.21					
					ORG 001551	TOTAL			1,349.21				
					CEMETERY DIV								
001553													
001553	525000				GAS AND OIL								
002413	CARQUEST AUTO PARTS	14758-10379	227657	2022	7	INV	P	34.18	043022	290238	COOLANT FOR KNUCKLE		
ACCOUNT TOTAL								34.18					
					AGRICLTRL REPAIR PTS/SPL								
001553	575500				227606	2022	7	INV	P	39.89	043022	290378	TRAILER CABLE
004528	UWOOD CO INC	21217	0	2022	7	INV	P	39.89					
ACCOUNT TOTAL								39.89					
					OTHER PROFESSIONAL SERV.								
001553	604900				0	2022	7	INV	P	48.34	043022	290291	MB2006-2/76-77 SECU
003191	INTERFACE SECURITY S	20213206	0	2022	7	INV	P	48.34	043022	290291	MB2006-2/76-77 SECU		
003634	MOLLY MAID	0522	0	2022	7	INV	P	245.00	043022	290315	MB2005-2/267-CLEANI		
ACCOUNT TOTAL								293.34					
					ELECTRICITY								
001553	630500				0	2022	7	INV	P	427.16	043022	290319	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P	427.16					
ACCOUNT TOTAL								427.16					
					DISINFECT./EXTERMINATION								
001553	639400				0	2022	7	INV	P	40.00	043022	290288	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1924220	0	2022	7	INV	P	40.00	043022	290288	HAVARD PEST CONTROL		
003040	HAVARD PEST CONTROL	1924221	0	2022	7	INV	P	60.00	043022	290288	HAVARD PEST CONTROL		
003040	HAVARD PEST CONTROL	1933504	0	2022	7	INV	P	300.00	043022	290288	HAVARD PEST CONTROL		
								400.00					
ACCOUNT TOTAL								400.00					
					UNIFORM RENT								
001553	643000				0	2022	7	INV	P	65.27	043022	290244	ST CONT#8200044758
002471	CINTAS CORPORATION #	4115307486	0	2022	7	INV	P	65.27	043022	290244	ST CONT#8200044758		
002471	CINTAS CORPORATION #	4115993058	0	2022	7	INV	P	70.84	043022	290244	ST CONT#8200044758		
002471	CINTAS CORPORATION #	4116689585	0	2022	7	INV	P	156.74	043022	290243	ST CONT#8200044758		
002471	CINTAS CORPORATION #	4117372042	0	2022	7	INV	P	54.39	043022	290244	ST CONT#8200044758		
								347.24					
ACCOUNT TOTAL								347.24					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001553		643500					MOP-MAT-RAG RENT					
002471	CINTAS	CORPORATION #	4115307523	0	2022	7	INV	P	25.35	043022	290245	ST CONT#8200044758
002471	CINTAS	CORPORATION #	4115992980	0	2022	7	INV	P	25.35	043022	290245	ST CONT#8200044758
002471	CINTAS	CORPORATION #	4116689542	0	2022	7	INV	P	26.17	043022	290245	ST CONT#8200044758
002471	CINTAS	CORPORATION #	4117371962	0	2022	7	INV	P	26.17	043022	290245	ST CONT#8200044758
									103.04			
ACCOUNT TOTAL									103.04			
ORG 001553 TOTAL									1,644.85			
PARKING OPER.												
001560		630500					ELECTRICITY					
003700	MS POWER	COMPANY	E2022-04/21	0	2022	7	INV	P	1,309.81	043022	290319	MISSISSIPPI POWER-V
ACCOUNT TOTAL									1,309.81			
ORG 001560 TOTAL									1,309.81			
FUND 001 REVENUES				TOTAL:				541,985.18				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300					PKS/REC-RECREATION MAINT. DIV.						
002300	510000				CLEANING/JANITORIAL SPLY						
002162	ATCO INTERNATIONAL		I0594776		227373	2022	7	INV P	635.00	043022	290221 P&R GRNDS MAINT-COV
					ACCOUNT TOTAL				635.00		
002300	511100				SUPPLIES - COVID 19						
002162	ATCO INTERNATIONAL		I0594776		227373	2022	7	INV P	692.64	043022	290221 P&R GRNDS MAINT-COV
					ACCOUNT TOTAL				692.64		
002300	525500				LUBRICANTS						
002304	BRACKMAN MOWER WAREH		21254		227571	2022	7	INV P	109.35	043022	290231 P&R MOWER 20745-SER
002413	CARQUEST AUTO PARTS		14758-9898		227287	2022	7	INV P	83.41	043022	290238 P&R GRNDS LUBRICANT
					ACCOUNT TOTAL				192.76		
002300	541500				SAND,CLAY,GRVL,FILL DIRT						
002359	BURGE EXCAVATING & G		1783		227507	2022	7	INV P	650.00	043022	290233 P&R JC/9TH ST SAND
					ACCOUNT TOTAL				650.00		
002300	544000				HORT./LANDSCAPING SPLY.						
003897	PHILLIPS BARK PROCES		151716		227374	2022	7	INV P	1,185.24	043022	290331 P&R GRNDS MAINT-MUL
					ACCOUNT TOTAL				1,185.24		
002300	551000				RECREATIONAL SUPPLIES						
002177	B S N SPORTS		916218409		226490	2022	7	INV P	2,955.90	043022	290225 P&R REC MAINTENANCE
002177	B S N SPORTS		916606629		226490	2022	7	INV P	1,446.26	043022	290225 P&R REC MAINTENANCE
									4,402.16		
003416	LIBERTY FLAG & SPECI		03220103		227202	2022	7	INV P	2,058.96	043022	290302 P&R GRNDS MAINT REC
047024	GREENPOINT AG HOLDIN		1340088		226324	2022	7	INV P	3,478.75	043022	290284 P&R GRNDS TWO QUOTE
					ACCOUNT TOTAL				9,939.87		
002300	560500				ELECTRICAL SUPPLIES						
004256	SOLAR SUPPLY INC		345045		227431	2022	7	INV P	442.06	043022	290358 P&R ALL A/C UNITS F
004256	SOLAR SUPPLY INC		3450635		227469	2022	7	INV P	1,482.97	043022	290358 P&R TATUM SOFTBALL-
									1,925.03		
					ACCOUNT TOTAL				1,925.03		
002300	561000				PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I		291919		227456	2022	7	INV P	148.89	043022	290309 P&R TATUM BASEBALL
003543	MCELHANEY PLUMBING I		291920		227457	2022	7	INV P	291.79	043022	290309 P&R EASTSIDE PARK-P

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
									440.68		
ACCOUNT TOTAL									440.68		
002300	565000	PAINT AND PAINTING SPLY.									
003926	PIONEER MANUFACTURIN	832704	227421	2022	7	INV	P	3,708.60	043022	290336	P&R TATUM SOCCER-FI
004176	SHERWIN-WILLIAMS COM	2459-3	227157	2022	7	INV	P	233.00	043022	290354	P&R TATUM BB-PAINT
ACCOUNT TOTAL									3,941.60		
002300	570000	MTR VEHICLE REP. PTS/SPL									
002361	BURKETT RADIATOR SHO	67572	227483	2022	7	INV	P	100.00	043022	290234	P&R TRK UNIT 11212-
002361	BURKETT RADIATOR SHO	67575	227506	2022	7	INV	P	254.00	043022	290234	P&R TRK UNIT 21328-
002361	BURKETT RADIATOR SHO	67587	227570	2022	7	INV	P	1,548.00	043022	290234	P&R TRK UNIT 18558-
									1,902.00		
002413	CARQUEST AUTO PARTS	14758-9897	227511	2022	7	INV	P	46.30	043022	290238	P&R TRK UNIT 20419-
002565	COURTESY MOTORS INC	536887	227460	2022	7	INV	P	60.70	043022	290256	P&R TRK UNIT 20419-
ACCOUNT TOTAL									2,009.00		
002300	575500	AGRICLTRL REPAIR PTS/SPL									
002304	BRACKMAN MOWER WAREH	19929	227280	2022	7	INV	P	1,284.20	043022	290231	P&R GRNDS MAINT-REP
002492	CLEMTS HARDWARE	127882	227279	2022	7	INV	P	161.94	043022	290249	P&R GRNDS MAINT SUP
003615	MISSISSIPPI AG COMPA	W83887	227599	2022	7	INV	P	257.94	043022	290314	P&R TRACTOR 8446-RE
004299	SOUTHERN TIRE MART L	2520090411	227544	2022	7	INV	P	399.80	043022	290364	P&R TRAILER 18597-T
ACCOUNT TOTAL									2,103.88		
002300	612000	FREIGHT									
002162	ATCO INTERNATIONAL	I0594776	227373	2022	7	INV	P	154.19	043022	290221	P&R GRNDS MAINT-COV
003897	PHILLIPS BARK PROCES	151716	227374	2022	7	INV	P	249.76	043022	290331	P&R GRNDS MAINT-MUL
003926	PIONEER MANUFACTURIN	832704	227421	2022	7	INV	P	159.60	043022	290336	P&R TATUM SOCCER-FI
047024	GREENPOINT AG HOLDIN	1340088B	0	2022	7	INV	P	1,360.00	043022	290284	P&R GRNDS MAINT FRE
ACCOUNT TOTAL									1,923.55		
002300	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P	772.17	043022	290319	MISSISSIPPI POWER-V
ACCOUNT TOTAL									772.17		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
002300	635500			ELECTRICAL R&M										
002672	DOLEAC	ELECTRIC CO I	H26161	0	2022	7	INV	P	414.39	043022	290262	P&R DAHMER PARK LIG		
002672	DOLEAC	ELECTRIC CO I	H26209	0	2022	7	INV	P	495.60	043022	290262	P&R 9TH ST ELECTRIC		
									909.99					
ACCOUNT TOTAL									909.99					
002300	638000			FIXED EQUIPMENT R&M										
003242	JEFCOAT	FENCE OF HAT	0023711	227285	2022	7	INV	P	2,314.09	043022	290293	P&R RAILS TO TRAILS		
ACCOUNT TOTAL									2,314.09					
002300	638400			MOTOR VEHICLE EQ. R&M										
002169	AUTOMOTIVE	GLASS SPE	I249415	227334	2022	7	INV	P	320.00	043022	290224	P&R TRK UNIT 21753-		
002361	BURKETT	RADIATOR SHO	67572	227483	2022	7	INV	P	175.00	043022	290234	P&R TRK UNIT 11212-		
002361	BURKETT	RADIATOR SHO	67575	227506	2022	7	INV	P	900.00	043022	290234	P&R TRK UNIT 21328-		
002361	BURKETT	RADIATOR SHO	67587	227570	2022	7	INV	P	175.00	043022	290234	P&R TRK UNIT 18558-		
									1,250.00					
004299	SOUTHERN TIRE	MART L	2520089530	227037	2022	7	INV	P	39.95	043022	290364	P&R GRNDS MAINT TRU		
004299	SOUTHERN TIRE	MART L	2520089537	227037	2022	7	INV	P	39.95	043022	290364	P&R GRNDS MAINT TRU		
									79.90					
ACCOUNT TOTAL									1,649.90					
002300	638700			AGRICULTURAL EQ. R&M										
002304	BRACKMAN	MOWER WAREH	19993	227124	2022	7	INV	P	175.24	043022	290231	P&R MOWER UNIT 2161		
002304	BRACKMAN	MOWER WAREH	21254	227571	2022	7	INV	P	96.36	043022	290231	P&R MOWER 20745-SER		
									271.60					
003615	MISSISSIPPI AG	COMPA	W83887	227599	2022	7	INV	P	495.00	043022	290314	P&R TRACTOR 8446-RE		
004299	SOUTHERN TIRE	MART L	2520089778	227465	2022	7	INV	P	36.25	043022	290364	P&R MOWER 14980-TIR		
004299	SOUTHERN TIRE	MART L	2520089880	227485	2022	7	INV	P	122.45	043022	290364	P&R TRAILER 17050-T		
004299	SOUTHERN TIRE	MART L	2520090411	227544	2022	7	INV	P	84.00	043022	290364	P&R TRAILER 18597-T		
									242.70					
ACCOUNT TOTAL									1,009.30					
002300	639600			SIGN PAINTING										
004316	SPEEDY PRINTING & SI		30109	227370	2022	7	INV	P	20.00	043022	290365	P&R GRNDS MAINT-MOW		
ACCOUNT TOTAL									20.00					
002300	643000			UNIFORM RENT										
002471	CINTAS CORPORATION #		4115054361	0	2022	7	INV	P	164.18	043022	290243	P&R GRNDS MAINT UNI		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4115743640		0	2022	7	INV	P	164.18	043022	290243	P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4116441329		0	2022	7	INV	P	164.18	043022	290243	P&R GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4117104537		0	2022	7	INV	P	197.07	043022	290243	P&R GRNDS MAINT UNI
									689.61			
ACCOUNT TOTAL									689.61			
002300	644900	OTHER RENT										
002071	AIRGAS USA LLC (NORD	9987304978		0	2022	7	INV	P	77.40	043022	290215	P&R GRNDS MAINT-CYL
002471	CINTAS CORPORATION #	4115053994		0	2022	7	INV	P	33.66	043022	290245	P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4115743208		0	2022	7	INV	P	22.90	043022	290245	P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4116441036		0	2022	7	INV	P	22.90	043022	290245	P&R GRNDS MAINT MAT
002471	CINTAS CORPORATION #	4117104189		0	2022	7	INV	P	24.25	043022	290245	P&R GRNDS MAINT MAT
									103.71			
ACCOUNT TOTAL									181.11			
002300	699900	SERVICES NOT SPECIFIED										
003380	LANCASTER'S MACHINE	25129		226731	2022	7	INV	P	864.00	043022	290300	P&R TATUM SOCCER-LA
003764	NEEL-SCHAFFER INC	1078131		0	2022	7	INV	P	356.70	043022	290324	MB 2011-4/307 KAMPE
004058	RJM MCQUEEN CONTRACT	WAYFINDING FINAL		0	2022	7	INV	P	9,862.76	043022	290348	MB 2020-192 WAYFIND
004609	WEBBS PAINT COMPANY	140354		227514	2022	7	INV	P	4,180.00	043022	290385	P&R CAMERON FIELD-L
047187	FOUR SEASONS LAWN	1929		227598	2022	7	INV	P	785.00	043022	290279	P&R 38TH AVE-LAWN M
ACCOUNT TOTAL									16,048.46			
ORG 002300 TOTAL									49,233.88			
002315	PKS/REC-REC.ADMIN/COM.REL.											
002315	501000	OTHER EXPENDABLE OFF.SPL										
003809	OFFICE DEPOT INC	2566753276		227516	2022	7	INV	P	384.24	043022	290328	OFFICE DEPOT - OFFI
003809	OFFICE DEPOT INC	2566753277		227516	2022	7	INV	P	74.22	043022	290328	OFFICE DEPOT - OFFI
									458.46			
ACCOUNT TOTAL									458.46			
002315	551000	RECREATIONAL SUPPLIES										
002177	B S N SPORTS	916218409		226490	2022	7	INV	P	2,180.42	043022	290225	P&R REC MAINTENANCE
002177	B S N SPORTS	916606629		226490	2022	7	INV	P	314.76	043022	290225	P&R REC MAINTENANCE
									2,495.18			
003921	PINE BELT TROPHY	4.22.22		227655	2022	7	INV	P	57.00	043022	290335	ADULT BASKETBALL TR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003937	PLAY IT AGAIN SPORTS	000896	226993	2022	7	INV	P		1,400.00	043022	290337 WALL PADS
003937	PLAY IT AGAIN SPORTS	INV-000928	227633	2022	7	INV	P		396.00	043022	290337 YOUTH TRACK AND FIE
003937	PLAY IT AGAIN SPORTS	INV-000929	227575	2022	7	INV	P		1,084.00	043022	290337 ADULT BASKETBALL
									2,880.00		
004575	WALMART STORES INC	1042000314	227541	2022	7	INV	P		56.62	043022	290380 EASTER BASKETBALLS
ACCOUNT TOTAL									5,488.80		
002315	570000										
003389	LARRY'S WRECKER SERV	9060	0	MTR VEHICLE REP.	2022	7	INV	PTS/SPL	65.00	043022	290301 WRECKER SERVICE FOR
ACCOUNT TOTAL									65.00		
002315	603400										
004432	THOMPSON, JESSE	4.22.22	0	OFFICIALS	2022	7	INV	P	425.00	043022	290373 HPR CONTRACT LABOR
048262	THOMPSON MARQIEL O	4.22.22	0		2022	7	INV	P	350.00	043022	290372 HPR CONTRACT LABOR
048583	BUNCH LATOYA L	4.22.22	0		2022	7	INV	P	150.00	043022	290232 HPR CONTRACT LABOR
048584	SUTTON DIONTA T	4.22.22	0		2022	7	INV	P	125.00	043022	290370 HPR CONTRACT LABOR
048589	SMITH JELISA K	4.22.22	0		2022	7	INV	P	75.00	043022	290357 HPR CONTRACT LABOR
048590	CRAWFORD OTTO	4.22.22	0		2022	7	INV	P	275.00	043022	290258 CONTRACT LABOR ADUL
048591	MORRIS ROBERT L	4.22.22	0		2022	7	INV	P	150.00	043022	290316 CONTRACT LABOR ADUL
048728	STALLINGS IVORY B	4.22.22	0		2022	7	INV	P	225.00	043022	290367 CONTRACT LABOR ADUL
048729	PAIGE NICHOLAS F	4.22.22	0		2022	7	INV	P	200.00	043022	290329 HPR CONTRACT LABOR
048730	MULLIGAN PHILIP D	4.22.22	0		2022	7	INV	P	150.00	043022	290321 HPR CONTRACT LABOR
ACCOUNT TOTAL									2,125.00		
002315	604900										
002540	CONNER, TOBARRA	4.22.22	0	OTHER PROFESSIONAL SERV.	2022	7	INV	P	330.00	043022	290253 HPR CONTRACT LABOR
002965	GUTHRIE, JONI S	4.22.22	0		2022	7	INV	P	180.00	043022	290287 CONTRACT LABOR SENI
003313	KETTLEY, ANNETTE	4.22.22	0		2022	7	INV	P	270.00	043022	290297 HPR CONTRACT LABOR
003508	MARTIN, MAGDALINE	4.22.22	0		2022	7	INV	P	96.00	043022	290307 CONTRACT LABOR SENI
003764	NEEL-SCHAFFER INC	1077522	0		2022	7	INV	P	265.17	043022	290324 MB 2011-4/307 ARPA
003958	POWELL, RANDY	4.22.22	0		2022	7	INV	P	660.00	043022	290340 HPR CONTRACT LABOR
048422	RAY NANCY REBEKAH	4.22.22	0		2022	7	INV	P	150.00	043022	290343 CONTRACT LABOR SENI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			1,951.17			
002315	612000			FREIGHT							
003937	PLAY IT AGAIN SPORTS 000896			226993	2022	7	INV	P	350.00	043022	290337 WALL PADS
					ACCOUNT TOTAL			350.00			
002315	630500			ELECTRICITY							
003700	MS POWER COMPANY			E2022-04/12	0	2022	7	INV	P	4,923.91	043022 290319 MISSISSIPPI POWER-V
003700	MS POWER COMPANY			E2022-04/21	0	2022	7	INV	P	11,745.87	043022 290319 MISSISSIPPI POWER-V
								16,669.78			
					ACCOUNT TOTAL			16,669.78			
002315	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL			1924193	0	2022	7	INV	P	125.00	043022 290288 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL			1924197	0	2022	7	INV	P	48.00	043022 290288 HAVARD PEST CONTROL
								173.00			
					ACCOUNT TOTAL			173.00			
					ORG 002315 TOTAL			27,281.21			
FUND 002 PARKS & RECREATION FUND					TOTAL:			76,515.09			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	500300			PAPER							
	003772	NEWELL PAPER COMPANY	4129438		227484	2022	7	INV P	272.96	043022	290325 COPY PAPER WATER BI
				ACCOUNT TOTAL					272.96		
009660	501000			OTHER EXPENDABLE OFF.SPL							
	002448	CHAMPION FLAGS	031131-IN		227343	2022	7	INV P	197.98	043022	290241 AMERICAN FLAG FOR W
				ACCOUNT TOTAL					197.98		
009660	546000			MINOR EQUIPMENT							
	002442	CENTRAL PIPE SUPPLY	S100293321.001		227553	2022	7	INV P	161.67	043022	290239 MINOR EQUIPMENT WAT
	003941	POLLARD WATER.COM-EA	0212112		227519	2022	7	INV P	1,162.00	043022	290338 MINOR EQUIPMENT WAT
	003941	POLLARD WATER.COM-EA	0212114		227519	2022	7	INV P	323.00	043022	290338 MINOR EQUIPMENT WAT
									1,485.00		
				ACCOUNT TOTAL					1,646.67		
009660	570000			MTR VEHICLE REP. PTS/SPL							
	002700	EAGLE TIRE AND SERVI	INV060272		225668	2022	7	INV P	834.00	043022	290263 TIRES FOR UNIT # 19
				ACCOUNT TOTAL					834.00		
009660	604900			OTHER PROFESSIONAL SERV.							
	002166	AUTO ARMATURE SERVIC	27921		227680	2022	7	INV P	250.95	043022	290223 REPAIR TO UNIT 1870
	002665	DIXIE COMMUNITY UTIL	DX 040422		0	2022	7	INV P	420.00	043022	290261 SEWER READS APR 202
	003681	MS FIRE & SAFETY OF	77340		0	2022	7	INV P	259.00	043022	290317 FIRE SAFETY INSPECT
	003796	NORTH LAMAR WATER AS	NL 041122		0	2022	7	INV P	147.00	043022	290326 SEWER READS APRIL 2
	004003	RAWLS SPRINGS UTILIT	RS 042022		0	2022	7	INV P	208.00	043022	290342 SEWER READS APR 202
				ACCOUNT TOTAL					1,284.95		
009660	607000			POSTAGE							
	047562	ENCO UTILITY	22043		0	2022	7	INV P	1,482.59	043022	290269 MB 2020-835 RT 2 BI
				ACCOUNT TOTAL					1,482.59		
009660	612000			FREIGHT							
	002448	CHAMPION FLAGS	031131-IN		227343	2022	7	INV P	6.99	043022	290241 AMERICAN FLAG FOR W
	003941	POLLARD WATER.COM-EA	0212112		227519	2022	7	INV P	55.00	043022	290338 MINOR EQUIPMENT WAT
				ACCOUNT TOTAL					61.99		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660	620000	047562	ENCO UTILITY	22043	0	PRINTING					
						2022	7	INV P	556.40	043022	290269 MB 2020-835 RT 2 BI
						ACCOUNT TOTAL			556.40		
009660	630000	004321	SPIRE	G2022 4.18	0	GAS					
						2022	7	INV P	74.07	043022	290366 SPIRE(WILLMUT GAS)
						ACCOUNT TOTAL			74.07		
009660	630500	003700	MS POWER COMPANY	E2022-04/12	0	ELECTRICITY					
						2022	7	INV P	514.92	043022	290319 MISSISSIPPI POWER-V
						ACCOUNT TOTAL			514.92		
009660	638400	002700	EAGLE TIRE AND SERVI	INV060272	225668	MOTOR VEHICLE EQ. R&M					
						2022	7	INV P	54.00	043022	290263 TIRES FOR UNIT # 19
						ACCOUNT TOTAL			54.00		
009660	643000	002471	CINTAS CORPORATION #	4116688342	0	UNIFORM RENT					
						2022	7	INV P	72.66	043022	290244 S/C 8200044758 UNIF
		002471	CINTAS CORPORATION #	4117370774	0	2022	7	INV P	72.66	043022	290244 S/C 8200044758 UNIF
									145.32		
						ACCOUNT TOTAL			145.32		
						ORG 009660 TOTAL			7,125.85		
009672						W&S O&M-WATER TRANSMISSION DIV					
009672	535500	002729	ELKINS WHOLESALE INC	475917-02	226552	WEARING APPAREL					
						2022	7	INV P	267.36	043022	290265 RUBBER KNEE HIGH ST
						ACCOUNT TOTAL			267.36		
009672	540000	004586	WARREN PAVING INC	59976	227034	ASPHALT & ASPHALT PROD.					
						2022	7	INV P	600.92	043022	290382 CRUSHED CONCRETE (I
		004586	WARREN PAVING INC	60370	227034	2022	7	INV P	741.34	043022	290382 CRUSHED CONCRETE (I
									1,342.26		
						ACCOUNT TOTAL			1,342.26		
009672	561000	002559	CORE & MAIN (HD SUPP	Q037576	225814	PLUMBING SUPPLIES					
						2022	7	INV P	4,459.50	043022	290254 COPPERSETTER 70 MET
		004284	SOUTHERN PIPE & SUPP	6537918	227472	2022	7	INV P	2,049.94	043022	290362 WAREHOUSE STOCK FOR
						ACCOUNT TOTAL			6,509.44		
009672	570000					MTR VEHICLE REP. PTS/SPL					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
002700	EAGLE TIRE AND SERVI	INV062479		0	2022	7	INV P	133.33	043022	290263	TRAILER WHEEL, PO22
ACCOUNT TOTAL								133.33			
009672	639800	TOW IN CHARGES									
003389	LARRY'S WRECKER SERV	8405		0	2022	7	INV P	85.00	043022	290301	TOW IN UNIT # 18564
003389	LARRY'S WRECKER SERV	8450		0	2022	7	INV P	135.00	043022	290301	TOW IN UNIT #20445
003389	LARRY'S WRECKER SERV	9110		0	2022	7	INV P	85.00	043022	290301	TOW IN UNIT # 18564
								305.00			
ACCOUNT TOTAL								305.00			
ORG 009672 TOTAL								8,557.39			
009673	W&S O&M-WATER PLANT DIVISION										
009673	570000	MTR VEHICLE REP. PTS/SPL									
004466	TRUCKS PLUS AUTO ACC	44404		227595	2022	7	INV P	597.00	043022	290375	STEPBARS & FLOOR MA
ACCOUNT TOTAL								597.00			
009673	604900	OTHER PROFESSIONAL SERV.									
002288	BONNER ANALYTICAL TE	76528		0	2022	7	INV P	1,378.00	043022	290229	APRIL 2022 ROUTINE
002380	BYRD, WADE J.	042022BYRD		0	2022	7	INV P	3,000.00	043022	290235	OPERATOR OF RECORD,
004143	SECURITY BLANKET	173859		0	2022	7	INV P	515.00	043022	290352	SERVICE CALL, SECUR
ACCOUNT TOTAL								4,893.00			
009673	630000	GAS									
004321	SPIRE	G2022 4.11.22		0	2022	7	INV P	92.88	043022	290366	SPIRE(WILLMUT GAS)
ACCOUNT TOTAL								92.88			
009673	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2022-04/12		0	2022	7	INV P	23,913.75	043022	290319	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-04/21		0	2022	7	INV P	11,359.52	043022	290319	MISSISSIPPI POWER-V
								35,273.27			
003873	PEARL RIVER VALLEY E	2022 4.6.22		0	2022	7	INV P	130.80	043022	290330	PRVEPA VARIOUS DEPT
ACCOUNT TOTAL								35,404.07			
009673	639400	DISINFECT./EXTERMINATION									
003040	HAVARD PEST CONTROL	1924213		0	2022	7	INV P	48.00	043022	290288	HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1924214		0	2022	7	INV P	50.00	043022	290288	HAVARD PEST CONTROL
								98.00			
ACCOUNT TOTAL								98.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009673	643000										
002471	CINTAS CORPORATION # 4116688780				0	2022	7	INV P	260.66	043022	290243 SC#8200044758- UNIF
ACCOUNT TOTAL									260.66		
009673	643500										
002471	CINTAS CORPORATION # 4116688419				0	2022	7	INV P	24.29	043022	290245 SC#8200044758- MOPS
002471	CINTAS CORPORATION # 4117370888				0	2022	7	INV P	24.29	043022	290245 SC#8200044758- MOPS
									48.58		
ACCOUNT TOTAL									48.58		
ORG 009673 TOTAL									41,394.19		
009676	513000										
009676	513000										
002443	CERTIFIED LABORATORI 7766279				227518	2022	7	INV P	26,433.00	043022	290240 CHERRY FLO,EMERGE,E
ACCOUNT TOTAL									26,433.00		
009676	561000										
002559	CORE & MAIN (HD SUPP Q568705				227073	2022	7	INV P	456.50	043022	290254 WAREHOUSE STOCK FOR
ACCOUNT TOTAL									456.50		
009676	630500										
003700	MS POWER COMPANY	E2022-04/12			0	2022	7	INV P	5,026.24	043022	290319 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-04/21			0	2022	7	INV P	3,637.51	043022	290319 MISSISSIPPI POWER-V
									8,663.75		
004282	SOUTHERN PINE ELECTR E2022 4.6.22				0	2022	7	INV P	1,267.49	043022	290361 SOUTHERN PINE SEWER
ACCOUNT TOTAL									9,931.24		
009676	636000										
004058	RJM MCQUEEN CONTRACT 2603				0	2022	7	INV P	104,468.59	043022	290348 MB2020-179:SEWER RE
ACCOUNT TOTAL									104,468.59		
009676	643000										
002471	CINTAS CORPORATION # 4117371327				0	2022	7	INV P	299.58	043022	290243 SC#8200044758- UNIF
ACCOUNT TOTAL									299.58		
ORG 009676 TOTAL									141,588.91		
009677	513000										
009677	513000										
002094	ALLIED UNIVERSAL COR I2772210				227471	2022	7	INV P	6,655.75	043022	290216 CHLORINE & SULFUR D

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002094	ALLIED UNIVERSAL COR	I2772214	227471	2022	7	INV	P		1,174.30	043022	290216 CHLORINE & SULFUR D
									7,830.05		
								ACCOUNT TOTAL	7,830.05		
009677	602500							LEGAL			
004599	WATKINS & EAGAR	417454	0	2022	7	INV	P		5,993.10	043022	290384 ENVIRONMENTAL MATTE
004599	WATKINS & EAGAR	417456	0	2022	7	INV	P		2,644.50	043022	290384 WASTEWATER AGREEMEN
									8,637.60		
								ACCOUNT TOTAL	8,637.60		
009677	630500							ELECTRICITY			
003700	MS POWER COMPANY	E2022-04/12	0	2022	7	INV	P		40,406.20	043022	290319 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2022-04/21	0	2022	7	INV	P		542.95	043022	290319 MISSISSIPPI POWER-V
									40,949.15		
003873	PEARL RIVER VALLEY E	2022 4.6.22	0	2022	7	INV	P		37.91	043022	290330 PRVEPA VARIOUS DEPT
003873	PEARL RIVER VALLEY E	2022-20 APR	0	2022	7	INV	P		50.00	043022	290330 PEARL RIVER VALLEY
									87.91		
								ACCOUNT TOTAL	41,037.06		
009677	638000							FIXED EQUIPMENT R&M			
003348	L & A CONTRACTING CO	483-212	0	2022	7	INV	P		52,532.98	043022	290298 MB 2016-64: LAGOONS
								ACCOUNT TOTAL	52,532.98		
009677	639400							DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	1924218	0	2022	7	INV	P		40.00	043022	290288 HAVARD PEST CONTROL
								ACCOUNT TOTAL	40.00		
								ORG 009677 TOTAL	110,077.69		
	FUND 009	WATER & SEWER OPERATION/MAINT.						TOTAL:	308,744.03		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7												
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
011000				WATER & SEWER		BALANCE SHEET						
011000 115000						COLLECTION FEES						
002058 ADELA INC		040201490000		3/31	0	2022 7 INV P			629.91	043022	290214	WATER COLLECTION FE
						ACCOUNT TOTAL			629.91			
						ORG 011000 TOTAL			629.91			
011660				WATER & SEWER		-CUST.ACCT.DIV.						
011660 6835WT						WATER RELATED REFUND						
048698 GILBERT AREVALO JR		115898	82464 1		0	2022 7 INV P			57.00	043022	290281	OVERPAYMENT 82464
						ACCOUNT TOTAL			57.00			
						ORG 011660 TOTAL			57.00			
FUND 011		WATER & SEWER FUND				TOTAL:			686.91			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
019100						POL.FORFEITURES-POLICE DIV.							
019100 559200						OTHER OPER.MATLS-D.A.R.E.							
004446	TOSHIBA	BUSINESS	SOL	2669529	0	2022	7	INV	P	145.00	043022	290374 MB#2018-164 COMMUNI	
004446	TOSHIBA	BUSINESS	SOL	5393655	0	2022	7	INV	P	276.65	043022	290374 MB#2018-164 COMMUNI	
										421.65			
ACCOUNT TOTAL										421.65			
ORG 019100 TOTAL										421.65			
FUND 019 POLICE FORFEITURES FUND										TOTAL:	421.65		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
039551			AIRPORT IMPR.-	AIRPORT DIV							
039551	601500		ENGINEERING								
004197	SHOWS DEARMAN & WAIT	22648	0	2022	7	INV P	875.00	043022	290355	MB	2012-1/34 HANGAR
ACCOUNT TOTAL							875.00				
039551	729502		AIRPORT IMP-FAA								
002843	FORD ENGINEERING SER	211116E	0	2022	7	INV P	14,000.00	043022	290277	MB	2021-306 TAXIWAY
004610	WEBSTER ELECTRIC COM	551-005	0	2022	7	INV P	331,335.76	043022	290386	MB	2021-189 AIRPORT
ACCOUNT TOTAL							345,335.76				
ORG 039551 TOTAL							346,210.76				
FUND 039 AIRPORT IMPROVEMENT FUND							TOTAL:	346,210.76			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072201						MUN.ROAD&BRIDGE-STREET DIV					
072201	601500					ENGINEERING					
	003764	NEEL-SCHAFFER INC		1077535	0	2022	7	INV P	1,530.00	043022	290324 MB 2011-4/307 4TH S
	004197	SHOWS DEARMAN & WAIT		22624	0	2022	7	INV P	630.00	043022	290355 MB 2012-1/34 MAR JA
	004197	SHOWS DEARMAN & WAIT		22630	0	2022	7	INV P	9,395.00	043022	290355 MB 2018-41 MLK FROM
									10,025.00		
						ACCOUNT TOTAL			11,555.00		
072201	601501					ENGINEERING-I&I STUDY					
	004197	SHOWS DEARMAN & WAIT		22638	0	2022	7	INV P	9,448.16	043022	290355 MB 2020-157 LINCOLN
						ACCOUNT TOTAL			9,448.16		
072201	723014					LAMAR BLVD-REGIONS					
	004197	SHOWS DEARMAN & WAIT		22653	0	2022	7	INV P	3,745.00	043022	290355 MB 2020-113 LAMAR B
						ACCOUNT TOTAL			3,745.00		
072201	723025					CTRY.CLUB RD. INTERSECTN.					
	004197	SHOWS DEARMAN & WAIT		22652	0	2022	7	INV P	8,506.47	043022	290355 MB 2021-171 COUNTRY
						ACCOUNT TOTAL			8,506.47		
072201	723056					GORDON'S CREEK COMMONS					
	003764	NEEL-SCHAFFER INC		1077519-1078126	0	2022	7	INV P	12,260.00	043022	290324 MB 2021-61 GORDON C
						ACCOUNT TOTAL			12,260.00		
072201	723099					OTHER STREET IMPR.					
	004058	RJM MCQUEEN CONTRACT		2604	221511	2022	7	INV P	1,750.00	043022	290348 VARIOUS STREET IMPR
						ACCOUNT TOTAL			1,750.00		
						ORG 072201 TOTAL			47,264.63		
		FUND 072 MUNICIPAL ROAD & BRIDGE				TOTAL:			47,264.63		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570											
073570	606000										
004543	VERIZON WIRELESS			9903778999	0	2022	7	INV P	570.20	043022	290379 PARATRANSIT TABLETS
									570.20		
073570	630500										
003700	MS POWER COMPANY			E2022-04/12	0	2022	7	INV P	1,615.93	043022	290319 MISSISSIPPI POWER-V
									1,615.93		
073570	638501										
002738	EMPIRE TRUCK SALES			RE006034838:01	223494	2022	7	INV P	605.56	043022	290267 CHECK ENGINE LIGHT
002738	EMPIRE TRUCK SALES			RE006034838:02	225288	2022	7	INV P	9,249.84	043022	290267 TEAR DOWN AND REPAI
									9,855.40		
									9,855.40		
073570	643000										
002471	CINTAS CORPORATION # 4109819337				0	2022	7	INV P	105.84	043022	290244 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4110497040				0	2022	7	INV P	105.84	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4111198686				0	2022	7	INV P	105.84	043022	290244 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4111872760				0	2022	7	INV P	345.82	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4112558144				0	2022	7	INV P	105.84	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4113245392				0	2022	7	INV P	105.84	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4113935408				0	2022	7	INV P	154.75	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4114619236				0	2022	7	INV P	113.25	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4115992188				0	2022	7	INV P	419.85	043022	290243 UNIFORM RENTAL
002471	CINTAS CORPORATION # 4117370969				0	2022	7	INV P	119.44	043022	290243 UNIFORM RENTAL
									1,682.31		
									1,682.31		
073570	686800										
002956	GROVE TRANSIT			031322-032622	0	2022	7	INV P	5,107.50	043022	290286 JARC RIDES 03/13/22
002956	GROVE TRANSIT			3/27-4/9/22	0	2022	7	INV P	4,194.00	043022	290286 JARC 3/27/22-4/9/22
									9,301.50		
									9,301.50		
									23,025.34		
									23,025.34		
									23,025.34		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695											
075695	601500										
		004197	SHOWS DEARMAN & WAIT	22654	0	2022	7	INV P	8,200.00	043022	290355 MB 2018-288 INFRAS
		004197	SHOWS DEARMAN & WAIT	22657	0	2022	7	INV P	1,700.00	043022	290355 MB 2012-1/34 GENERA
		004197	SHOWS DEARMAN & WAIT	22662	0	2022	7	INV P	7,661.25	043022	290355 MB 2021-338 HATTIES
									17,561.25		
									ACCOUNT TOTAL		17,561.25
075695	604900										
		004280	SOUTHERN MS PLANNING	12344	0	2022	7	INV P	139.62	043022	290360 MB 2017-164 LAMAR B
		004280	SOUTHERN MS PLANNING	12397	0	2022	7	INV P	127.82	043022	290360 MB 2017-164 LAMAR B
									267.44		
									ACCOUNT TOTAL		267.44
075695	722001										
		004197	SHOWS DEARMAN & WAIT	22656	0	2022	7	INV P	9,757.50	043022	290355 MB 2021-45 HALL AVE
									ACCOUNT TOTAL		9,757.50
075695	722002										
		004197	SHOWS DEARMAN & WAIT	22655	0	2022	7	INV P	5,647.50	043022	290355 MB 2019-237 LONGLEA
									ACCOUNT TOTAL		5,647.50
075695	722006										
		004058	RJM MCQUEEN CONTRACT	2599	0	2022	7	INV P	38,223.67	043022	290348 MB 2020-179 CAMP &
									ACCOUNT TOTAL		38,223.67
									ORG 075695 TOTAL		71,457.36
									FUND 075 WATER&SEWER CONSTRUCTION FUND		TOTAL: 71,457.36

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
002729	ELKINS WHOLESALE INC	480668		227126	2022	7	INV	P	359.54	043022	290265 JANITORIAL SUPPLIES
002729	ELKINS WHOLESALE INC	480773		227340	2022	7	INV	P	193.07	043022	290265 JANITORIAL SUPPLIES
									552.61		
				ACCOUNT TOTAL					552.61		
077650	560000			BUILDING MATERIALS & SPLY							
003543	MCELHANEY PLUMBING I	291954		227501	2022	7	INV	P	146.89	043022	290309 MATERIAL TO REPAIR
				ACCOUNT TOTAL					146.89		
077650	561000			PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	291981		227592	2022	7	INV	P	278.84	043022	290309 MATERIAL FOR TOILET
				ACCOUNT TOTAL					278.84		
077650	630000			GAS							
004321	SPIRE	G2022 4.18		0	2022	7	INV	P	266.87	043022	290366 SPIRE(WILLMUT GAS)
				ACCOUNT TOTAL					266.87		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2022-04/21		0	2022	7	INV	P	2,850.28	043022	290319 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					2,850.28		
077650	637000			HOUSEHOLD EQUIPMENT R&M							
003185	INNOVATIVE SERVICE S	20220061		227450	2022	7	INV	P	525.00	043022	290289 SEMI-ANNUAL AED MAI
				ACCOUNT TOTAL					525.00		
077650	638000			FIXED EQUIPMENT R&M							
002154	ASSA ABLOY ENTRANCE	SEI 1509963		0	2022	7	INV	P	351.00	043022	290218 SERVICE CALL REAR E
				ACCOUNT TOTAL					351.00		
077650	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	1924201		0	2022	7	INV	P	48.00	043022	290288 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1924202		0	2022	7	INV	P	48.00	043022	290288 HAVARD PEST CONTROL
003040	HAVARD PEST CONTROL	1924205		0	2022	7	INV	P	48.00	043022	290288 HAVARD PEST CONTROL
									144.00		
				ACCOUNT TOTAL					144.00		
				ORG 077650			TOTAL		5,115.49		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
FUND 077 COMMUNITY CENTERS' FUND				TOTAL:		5,115.49			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7															
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION		
082285						CDBG-ENTITLEMENTS									
082285 501000						OTHER EXPENDABLE			OFF.SPL						
004575		WALMART STORES INC		1042000314-A		227524	2022	7	INV	P	46.83	043022	290380	PURCHASE GOODS FOR	
ACCOUNT TOTAL										46.83					
ORG 082285 TOTAL										46.83					
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT										TOTAL:		46.83			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/7 TO 2022/7											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
086300				SPEC SALES TAX/RECREATION MAIN							
086300		729506		HBURG AMERICAN ARTS CENTER							
004256	SOLAR SUPPLY INC	3450791	227352	2022	7	INV P	1,078.75	043022	290358	THERMOSTATS FOR ART	
ACCOUNT TOTAL							1,078.75				
086300		729573		CHAIN PARK AMPHITHEATER							
003764	NEEL-SCHAFFER INC	1077518	0	2022	7	INV P	4,590.00	043022	290324	MB 2011-4/307 CHAIN	
ACCOUNT TOTAL							4,590.00				
086300		7295PR		CAPITAL PROJECTS							
003764	NEEL-SCHAFFER INC	1075787	0	2022	7	INV P	4,284.92	043022	290324	MB	2011-4/307 TIMBE
003764	NEEL-SCHAFFER INC	1076772	0	2022	7	INV P	1,571.22	043022	290324	MB	2011-4/307 TIMBE
003764	NEEL-SCHAFFER INC	1078138	0	2022	7	INV P	1,141.09	043022	290324	MB	2011-4/307 EAST
							6,997.23				
ACCOUNT TOTAL							6,997.23				
ORG 086300 TOTAL							12,665.98				
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV							TOTAL:	12,665.98			

YEAR/PERIOD: 2022/7 TO 2022/7		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION
088603						PUBLIC SAFETY/REC CONSTRUCTION						
088603	710022					POLICE DEPARTMENT						
004197	SHOWS DEARMAN & WAIT	22658		0	2022	7	INV	P	6,920.00	043022	290355	MB 2012-1/34 SITE P
047187	FOUR SEASONS LAWN	HPSC #4		0	2022	7	INV	P	51,582.98	043022	290279	MB 2021-326 PUBLIC
048320	EVANS CONSOLES INC	U038181		225952	2022	7	INV	P	9,802.71	043022	290271	DISPATCH CONSOLES P
ACCOUNT TOTAL									68,305.69			
088603	729501					HALL AVENUE OVERPASS						
003228	JACKSON, TULLOS & RO	6291		0	2022	7	INV	P	4,950.00	043022	290292	MB 2021-229 HALL AV
048733	ATLAS RIGHT OF WAY	204		0	2022	7	INV	P	8,000.00	043022	290222	MB 2021-349 HALL AV
ACCOUNT TOTAL									12,950.00			
ORG 088603 TOTAL									81,255.69			
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:									81,255.69			

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