

AMENDED NOTICE OF CONSTRUCTION LIEN

51
3350
STATE OF MISSISSIPPI
COUNTY OF Madison

Notice is hereby given that Clear River Construction Co., Inc., 611 South Farrish Street, Jackson, Hinds County, Mississippi 39205, does hereby claim a lien pursuant to Miss. Code Ann. §85-7-131 (Supp. 1994), in the following described real estate and the improvements located thereon, said property being situated at 340 Arbor Drive, Ridgeland, Madison County, Mississippi 39157, and being more particularly described, to-wit:

PARCEL A

A 7.588 acre parcel being part of Lots 1, 6, 7 and 8 Block 11, Highland Colony Subdivision, being situated in the East ½ of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the south line of Lot 1, Block 11 of Highland Colony, and the westerly right-of-way of Pear Orchard Road; run thence North 00 degrees 12 minutes 56 seconds West a distance of 1,057.72 feet along said right-of-way to its intersection with the northerly right-of-way of Towne Center Boulevard; thence run South 89 degrees 47 minutes 06 seconds West a distance of 125.00 feet along said right-of-way; thence Southwesterly along said right-of-way in the arc of a curve to the left, said curve having a radius of 637.77 feet and a chord bearing South 79 degrees 04 minutes 13 seconds West a distance of 237.15 feet; thence South 68 degrees 21 minutes 20 seconds West a distance of 34.56 feet along said right-of-way to the POINT OF BEGINNING; thence South 68 degrees 21 minutes 20 seconds West a distance of 465.00 feet along said right-of-way; thence leave the right-of-way and run North 21 degrees 38 minutes 40 seconds West a distance of 157.83 feet; thence South 89 degrees 57 minutes 48 seconds West a distance of 449.70 feet to a point on the easterly right-of-way of Arbor Drive; thence Northeasterly along said right-of-way in the arc of a curve to the right, said curve having a radius of 419.55 feet and a chord bearing North 50 degrees 01 minute 10 seconds East a distance of 538.33 feet; thence North 89 degrees 55 minutes 40 seconds East a distance of 288.79 feet along said right-of-way; thence Northeasterly along said right-of-way in the arc of a curve to the left, said curve having a radius of 504.09 feet and a chord bearing North 77 degrees 26 minutes 08 seconds East a distance of 217.92 feet; thence North 64 degrees 57 minutes 07 seconds East a distance of 7.50 feet along said right-of-way; thence leave the right-of-way and run South 25 degrees 54 minutes 49 seconds East a distance of 200.00 feet; thence South 64 degrees 05 minutes 01 second West a distance of 75.00 feet; thence South 00 degrees 13 minutes 39 seconds West a distance of 159.08 feet to the POINT OF BEGINNING.

PARCEL B

A 4.457 acre parcel being part of Lots 6 and 7 in Block 11, Highland Colony Subdivision, being situated in the East ½ of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Satisfied & Cancelled this the 5th day
of August, 1997 in Book 9 Page 270.
Steve Duncan Chancery Clerk
By: K. Gregory D.C.

* Cancellation was filed October 26, 1995.

Commencing at the intersection of the south line of Lot 1, Block 33 of Highland Colony, and the westerly right-of-way of Pear Orchard Road; run thence North 00 degrees 12 minutes 56 seconds West a distance of 1,057.72 feet along said right-of-way to its intersection with the northerly right-of-way of Towne Center Boulevard; thence run South 89 degrees 47 minutes 06 seconds West a distance of 125.00 feet along said right-of-way; thence Southwesterly along said right-of-way in the arc of a curve to the left, said curve having a radius of 637.77 feet and a chord bearing South 79 degrees 04 minutes 13 seconds West a distance of 237.15 feet; thence South 68 degrees 21 minutes 20 seconds West a distance of 499.56 feet along said right-of-way; thence leave the right-of-way and run North 21 degrees 38 minutes 40 seconds West a distance of 157.83 feet; thence South 89 degrees 57 minutes 48 seconds West a distance of 510.53 feet to a point on the westerly right-of-way of Arbor Drive, the TRUE POINT OF BEGINNING of the tract herein conveyed; thence continue South 89 degrees 57 minutes 48 seconds West a distance of 555.02 feet to the easterly line of Appleridge Subdivision; thence North 00 degrees 01 minute 25 seconds East along the easterly line of said subdivision a distance of 220.00 feet; thence North 89 degrees 57 minutes 48 seconds East a distance of 200.00 feet; thence North 00 degrees 01 minutes 26 seconds East a distance of 125.00 feet; thence North 89 degrees 57 minutes 48 seconds East a distance of 595.07 feet to a point on the westerly right-of-way line of Arbor Drive; thence run along a said right-of-way in the arc of a curve to the left, said curve having a radius of 479.55 feet and a chord bearing South 34 degrees 50 minutes 05 seconds West a distance of 420.51 feet to the TRUE POINT OF BEGINNING.

The aforesaid lien on the above described property is in the amount of Sixty-Five Thousand Three Hundred Ninety Three and Seventy-Six Hundredths Dollars (\$65,393.76), together with a sum computed in accordance with Miss. Code Ann. § 87-7-3 (1972) at the rate of one percent per month on the past due balance from substantial completion or beneficial use and occupancy of the Project, whichever first occurred, until paid, or, alternatively interest at the maximum rate provided by law until paid, punitive damages, post-judgment interest, court costs and attorneys fees incurred by Clear River Construction Co., Inc. in enforcing its right to receive payment from Columbus Realty Trust. The basis of the lien claim is the debt contracted and owing Clear River Construction Co., Inc. by Columbus Realty Trust, as owner, pursuant to a written contract for an aggregate price for construction soil stabilization, concrete curbs and asphalt paving on improvements located at the above-described property and for delays and additional costs incurred by Clear River Construction Co., Inc. as set forth in Exhibit "A" hereto.

Clear River Construction Co., Inc. knows of no other parties who may be affected by Clear River's lien claim. Suit has not been

FILE 211

filed by Clear River Construction Co., Inc. and no contract has been filed of record by Clear River Construction Co., Inc.

Notice of the aforesaid lien was given to Columbus Realty Trust, Owner, on June 8, 1995, by mailing a copy of this Amended Notice of Construction Lien, certified mail, return receipt requested, to Columbus Realty Trust, 15851 Dallas Parkway, Suite 855, Dallas, Texas 75248.

WITNESS my signature, this the 8th day of June, 1995.

CLEAR RIVER CONSTRUCTION CO., INC.

By: Nicholas B. Travis III
President

SWORN TO AND SUBSCRIBED BEFORE ME, this the 8th day of June, 1995.

Brenda H. Vang
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 24, 1998
BONDED THROUGH THE STATE SERVICE

CONTRACT SUMMARY

| | |
|---|-------------------|
| Original contract | \$139,500.00 |
| Agreed changes (Nos. 1-5) | 20,724.13 |
| Change Order No. 6 | 4,808.75 |
| Inefficiency Costs: Additional cost (excluding idle equipment to complete work after performance of Change Order No. 6 (8/16/94 through completion) less estimated cost to complete original contract work (actual cost of \$70,108.38 - estimated cost of \$34,937.30 = \$35,171.08 plus 10% overhead and plus 10% profit = \$42,557.01) | 42,557.01 |
| Idle equipment costs (See Attachment "A") | <u>18,028.00</u> |
| | \$225,617.89 |
| less payments received | <u>160,224.13</u> |
| principal sum due | \$65,393.76 |



Trace II Apartments
Recap Idle Equipment

DEC 213

| Machine | Days Idle | X 8 Hours | X Rate | Total |
|--------------------|------------|-----------|--------|-----------------|
| Pulvi-mixer | 11 | 88 | 68.00 | 5,984.00 |
| Sheepfoot | 3 | 24 | 8.00 | 192.00 |
| CAT 12 Grader | 10 | 80 | 41.00 | 3,280.00 |
| Box Tractor | 6 | 48 | 28.00 | 1,344.00 |
| Hyster Rubber tire | 15 + 3 hrs | 123 | 25.00 | 3,075.00 |
| Hyster Steel wheel | 5 | 40 | 25.00 | 1,000.00 |
| Backhoe | 4 | 32 | 30.00 | 960.00 |
| Cedar Rapids Paver | 5 + 3 hrs | 43 | 51.00 | <u>2,193.00</u> |
| | | | | 18,028.00 |



AFFIDAVIT TO AMENDED NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI
COUNTY OF HINDS

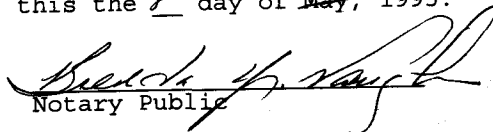
FILE 214

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Nicholas B. Travis III, who acknowledged to and before me that he is the President of Clear River Construction Co., Inc., and that the facts set forth in the above and foregoing Amended Notice of Construction Lien are true and correct to the best of his knowledge, information and belief, and that he executed the Amended Notice of Construction Lien on behalf of Clear River Construction Co., Inc. as said corporation's act and deed, being authorized to do so by said corporation and that notice of Clear River Construction Co., Inc.'s lien has been given by filing an Amended Notice of Construction Lien with the Chancery Clerk of Madison County, Mississippi for recording in the Notice of Construction Liens Book and by mailing a copy to Columbus Realty Trust via certified mail, return receipt.

This the 8 day of June, 1995.


NICHOLAS B. TRAVIS III

Given under my hand and seal this the 8th day of June, 1995.


Notary Public

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 24, 1996
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 12th day of June, 1995, at 9 o'clock A M., and was duly recorded on the JUN 12 1995, Book No. 9, Page 209.

STEVE DUNCAN, CHANCERY CLERK

BY: Ileneis D.C.