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BOOK

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71348

NOTICE OF CONSTRUCTION LIEN

on

B&B Grocery & Antique Shop
306 West Peace Street
Canton, Mississippi 39046
Owned by Mr. and Mrs. Berl Hamilton

STATE OF MISSISSIPPI
COUNTY OF MADISON

NOTICE is hereby given pursuant to Mississippi Code Annotated § 85-7-131 (Supp. 1990), that McIntosh Construction, Inc., 205 Raymond Road, Jackson, Mississippi 39204, claims a lien on the real property and structure located at 306 West Peace Street, Canton, Mississippi 39046 and more particularly described as follows, to-wit:

See exhibit "A".

Said lien being for and on account of construction provided on and for the premises and structure known as B & B Grocery & Antique Shop owned by Mr. and Mrs. Berl Hamilton, 306 West Peace Street, Canton, Mississippi 39046 and that said construction was provided on the property to repair and improve the building and structure of the aforesaid premises, between the 1st day of November, 1990, and the 21st day of December, 1990; the amount claimant demands for said repairs is \$10,645.20, and there is now due and owing and remaining unpaid thereon the sum of \$10,645.20, in which amount McIntosh Construction, Inc., claims a lien on said property.

SO NOTICED, this the 21st day of October, 1991.

McINTOSH CONSTRUCTION, INC.

By: James R. McIntosh President
JAMES R. McINTOSH, President

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority, in and for the jurisdiction aforesaid, on October 21, 1991, the within named J.R. McINTOSH who acknowledge that he is the President of McIntosh Construction, Inc., and that in said representative capacity he executed the above and foregoing Notice of Construction Lien after first having been authorized so to do.

WITNESS MY SIGNATURE, this the 21st day of October, 1991.

Virginia Kennedy
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Feb. 3, 1993

Stephanie M. Daughdrill
Stephanie M. Daughdrill
Langston & Frazer
P.O. Box 23307
188 East Capitol Street • Suite 1356
Jackson, MS 39225
(601) 969-1356

PROPOSAL

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No. 1

Date Nov. 20, 1990

Sheet No. 1

Proposal Submitted To:

Name Mr. Earl Hamilton
Street 306 West Peace St.
City Canton, Ms.
State Miss.
Phone 859-8492

Work To Be Performed At:

dba, B&B Grocery & Antique shop
Street 306 West Peace St.
City Canton, Ms. State
Date of Plans
Architect

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Repair of damaged building per attached itemized estimate.

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 (\$10,690.41).

with payments to be made as follows: upon completion and when insurance check is received.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an integral part of the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control, Owner to carry on, tornado and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on above work to be carried out by

Respectfully submitted, McIntosh Construction, Inc.

Per Art Spencer
Art Spencer

Note—This proposal may be withdrawn by us if not accepted within days.

ACCEPTANCE OF PROPOSAL

The above prices, terms, conditions and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

its

Signature

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JAN. 9, 1990
Next regularly
scheduled meeting

CITY OF Canton

 226 EAST PEACE STREET
P. O. BOX 83 CANTON, MISSISSIPPI 39046 PHONE (601) 868-4331

RE: CERTIFICATE OF APPROPRIATENESS

Dear *Mr. Spawick*

On behalf of the Canton Historic Preservation Commission, I am pleased to advise you that your application for authority to alter the property located at 310 West Peace St. in the Historic Preservation District, as described in your formal application dated Nov. 27, 1989 has been favorably considered. This letter serves as the Certificate of Appropriateness as required by the ordinances of the City of Canton.

PERMISSION IS HEREBY GRANTED TO TAKE THE ACTION DESCRIBED IN YOUR APPLICATION, ON FILE WITH THE CITY, SUBJECT TO ALL OTHER APPLICABLE LAWS AND ORDINANCES AND SUBJECT TO ANY QUALIFICATIONS OR LIMITATIONS SET FORTH BELOW. PLEASE BE ADVISED THAT ANY DEVIATION FROM THE PLANS, SPECIFICATIONS, AND/OR INFORMATION CONTAINED IN OR ATTACHED TO YOUR APPLICATION OR FROM THE QUALIFICATIONS OR LIMITATIONS, IF ANY, SET FORTH BELOW, WILL BE IN VIOLATION OF THE ORDINANCES OF THE CITY OF CANTON. NO CHANGES FROM THE APPROVED PLAN OF WORK WILL BE ACCEPTED BY THIS BOARD IF THE WORK IS PERFORMED BEFORE THE CHANGES ARE DISCUSSED WITH THE BOARD AND ANY CHANGES MADE WITHOUT PRIOR APPROVAL OF THE BOARD WILL HAVE TO BE REVERSED AND PERFORMED ACCORDING TO THE SPECIFICATIONS OF THE APPROVED CERTIFICATE OF APPROPRIATENESS. THOSE QUALIFICATIONS OR LIMITATIONS APPLICABLE TO YOUR PROJECT ARE AS FOLLOWS:

1. Replace brick front as in photograph presented
2. Remove brick which had been replaced on corner (issue in old staircase)
3. Repair and replace trim.
4. Return to commission (for drawing and paint color approval).

We congratulate you on your efforts to improve this property.

Sincerely,

Nancy Grogan
Chairman, Historic Preservation Commission



SIDNEY RUNNELS, Mayor
WANDA A. BALDWIN, City Clerk
GINGER PARKER MONK, Deputy Clerk
C. R. MONTGOMERY, Attorney
MERVYN (Pete) SLAY, Chief of Police
WILSON H. TYNER, City Engineer

Aldermen
JOHN E. TAYLOR
WILLIAM J. (Bill) MOSBY
JON FLYNN
CHARLES A. WEEMS
MS. JEWEL WILLIAMS
FRED ESCO, JR.
GEORGE C. NICHOLS

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form 01-200
rev 01/90

mailed
1/15/91

CONTRACTOR'S APPLICATION FOR MATERIAL
PURCHASE CERTIFICATE AND/OR CONTRACT QUALIFICATION

STATE TAX COMMISSION
POST OFFICE BOX 1003
JACKSON, MS. 39216
ATTN: CONTRACT SECTION

Must Be Completed By Prime Contractor For Each
Commercial Construction Contract Over \$10,000

IPC # _____ SALES TAX ACCOUNT # _____ PHONE # _____
to be completed by Tax Commission

CONTRACTOR'S NAME McIntosh Construction, Inc. (James R McIntosh)

RADING AS McIntosh Const., Inc.

BUSINESS ADDRESS 205 Raymond Road

TOWN JACKSON COUNTY Hinds STATE/ZIP CODE MS. 39204

MAILING ADDRESS, IF NOT SAME N-A

DIVIDUAL () PARTNERSHIP () CORPORATION (X) OTHER SPECIFY ()

PARTNERSHIP, NAME OF PARTNERS N-A

APPLICATION IS MADE FOR MATERIAL PURCHASE CERTIFICATE COVERING THE FOLLOWING CONTRACT:

DATE OF CONTRACT Dec. 1, 1991 EST. STARTING DATE Dec. 16, 1991 EST. COMPLETION DATE Jan. 31, 1991

NAME & ADDRESS OF OWNERS FOR WHOM CONTRACT IS TO BE PERFORMED BERL HAMILTON,
306 West Peace Street, Canton, MS.

LOCATION OF JOB SITE 306 West Peace St., Canton, MS. (ANTIQUES SHOP)

TOWN Canton COUNTY Madison STATE Miss.

DESCRIPTION OF WORK TO BE PERFORMED Remove & Replace damaged brick, Repair Roof, Woodwork, painting

TOTAL CONTRACT PRICE OR COMPENSATION TO BE RECEIVED \$ 11,600.00

SALES TAX AND USE TAX ON CONTRACTS IN EXCESS OF \$75,000 (\$10,000 IF OUT OF STATE CONTRACTOR) MUST BE
PAID OR BOND POSTED FOR PAYMENT OF SALES, USE, INCOME, FRANCHISE, WITHHOLDING AND OTHER
TAXES BEFORE MATERIAL PURCHASE CERTIFICATE WILL BE ISSUED.
CHECK ONE OF THE FOLLOWING:

() TOTAL CONTRACT PRICE \$75,000 OR LESS (WITH A BUSINESS LOCATION INSIDE THE STATE OF
MISSISSIPPI)

() SALES TAX PREPAID \$ _____ USE TAX PREPAID \$ _____
TAX DUE ON OVERRUNS IS TO BE REMITTED WITH MONTHLY SALES TAX RETURN

() BLANKET BOND _____ BONDING COMPANY _____ AMOUNT _____ DATE _____

() JOB BOND _____ BONDING COMPANY _____

() JOB BOND (RIDER WITH PERFORMANCE BOND) _____ BONDING COMPANY _____

NOTE: TAX MUST BE PAID ON A MONTHLY BASIS AS COMPENSATION IS RECEIVED.
YOU PLANNING TO IMPORT ANY NON-COMPONENT EQUIPMENT INTO MISSISSIPPI? YES () NO (X)

ANY PORTION OF WORK BE PERFORMED BY SUBCONTRACTORS? YES (X) NO ()

ON THE BACK OF THIS FORM OR ON A SEPARATE SHEET, LIST ALL SUBCONTRACTORS, INDICATING NAME
ADDRESS OF EACH, CONTRACT AMOUNT, AND KIND OF WORK TO BE PERFORMED.

CONTRACT DESCRIBED ABOVE IS NOT IN ANY WAY FOR WORK TO BE PERFORMED ON OR ASSOCIATED WITH A
DENTIAL STRUCTURE AS STATED IN RULE 41. IF IT IS LATER DETERMINED THAT IT IS RESIDENTIAL IN NATURE,
IPC WILL BE WITHDRAWN AND ADJUSTMENTS WILL BE MADE TO THE CORRECT TAX LIABILITY IN AUDIT.

1-16 19 91 Art Spencer
SIGNATURE OF APPLICANT OR AGENT

McIntosh Construction, Inc.

205 Raymond Road
Jackson, Ms. 39204
(601) 372-6425

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PH: 782. 4242
782-9362

March 15, 1991

Honorable Eugene Tullos
Tullos & Tullos, Attorneys at Law
P.O. Box 74
Raliegh, MS 39153

Dear Mr. Tullos:

On November 19, 1990, I submitted an estimate of damage to Phillips and Associates, Jackson, Ms., insurance adjusters, for \$10,690.41, with an added supplement February 12, 1991 of \$3,698.83 for a total of \$14,389.24 to complete repairs to Mr. & Mrs. Berl Hamiltons Antique Store at 310 West Peace St., Canton, Ms.

Mr. Tullos. I entered into the repairs in good faith with the consent of the Hamiltons. After approximately 75% of the repairs where completed I was informed by Mr. Hamilton that he was upset with the city of Canton Historic Preservation Commission's guidelines requiring certain aspects of the work to meet code and historical requirements, namely the type of awning to be replaced and maintaining the transom windows in the same style as before the damage. He took offense to this and informed me that I was not the problem, the repairs looked good, but that he would not sign a release with the insurance company, I explained to Mr. Hamilton that my company could not be paid if the release form was not signed, to which he informed me this was not his concern. I had no choice but to stop work until this dispute was settled between the City of Canton and the Hamiltons.

On or about November 28, 1990, Mr. & Mrs. Hamilton were invited to a committee meeting with the Canton Historic Preservation Commission at Canton City Hall to discuss the repairs. For whatever reason the Hamiltons chose not to attend. I explained to the committee members the nature of the repairs. They were very cooperative, but concerned that the historical style of the building should be preserved. However, they agreed with the nature of repairs and gave approval to continue work. When my people resumed work, Mr. Hamilton was then critical of the remaining repairs being done. We felt it was best to stop work again until we could find out what the problem was. At this point I knew we were caught in the middle of a disagreement between the Hamiltons and the City of Canton.

At present the amount due my company is \$10,645.20, leaving \$3,744.04, to sufficiently complete the repairs. I am respectfully requesting the former amount be paid my company for work it has already completed within 10 days, further we stand ready to complete this project to the Hamiltons satisfaction with in the guidelines of the governing authority. These delays have caused

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a financial strain on my company since our sub-contractors and suppliers have already been paid. If I can be of any assistance in resolving this matter please do not hesitate to call on me.

Sincerely,

Art Spencer

The West Half of Lot 18 on the north side of West Peace Street as shown by and according to the map of the City of Canton, Mississippi, prepared by George and Dunlap in 1898, which is on file and of record in the office of the Chancery Clerk of Madison County, Mississippi, reference to which is hereby expressly made in aid and as a part of this description;

AND ALSO:

From the southeast corner of Lot 18 on the north side of West Peace Street run thence West 22 feet and 9 inches to the point of beginning, thence run North 108 feet to the north line of said lot, thence run West 23 feet and 6 inches, thence run South 108 feet to the south line of said lot, thence run east 23 feet and 6 inches to the point of beginning, said property being described with reference to map of the City of Canton, Mississippi, made by George and Dunlap in 1898, and intending to describe the same property conveyed to Joe K. Hong, Joe B. Cheow and M. S. Low by Albert Saab et al by warranty deed recorded in Book 39 at page 374 of the records in the Chancery Clerk's office in Canton, Mississippi. This is a conveyance of store building No. 233 on West Peace Street in Canton, Mississippi, and the lot on which said building is situated. Subject to a right of way given by Sam Wiener, Jr., to the City.

EXHIBIT

"A"

AFFIDAVIT OF NOTICE

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I, James R. McIntosh Agent of McIntosh Construction, Inc., being duly sworn do hereby certify that I have this day served a true and correct copy of the foregoing Notice of Construction Lien by certified mail, return receipt requested, postage-prepaid to B & B Grocery & Antique Shop owned by Mr. and Mrs. Berl Hamilton, 306 West Peace Street, Canton, Mississippi 39046.

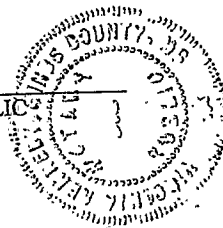
This the 21st day of October, 1991.

McINTOSH CONSTRUCTION, INC.

James R. McIntosh
JAMES R. MCINTOSH, PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME this the 21st day of October, 1991.

Virginia Kenney
NOTARY PUBLIC



My commission expires:

My Commission Expires Feb. 3, 1993

Stephanie M. Daughdrill
Langston & Frazer
P.O. Box 23307
188 East Capitol Street • Suite 1356
Jackson, MS 39225
(601) 969-1356



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 21 day of Oct, 19 91, at 3:45 o'clock P M., and was duly recorded on the October 21, 1991, Book No. 7, Page 450.

BILLY V. COOPER, CHANCERY CLERK

BY: *K. Caragory* D.C.