

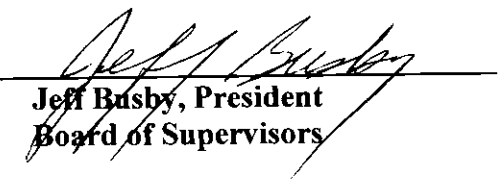
ORDER: APPROVE GRANTING WATER LINE EASEMENT TO THE CITY OF OXFORD

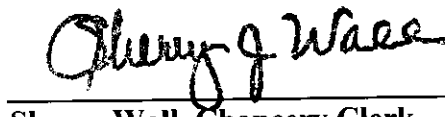
Motion was made by Robert Blackmon, duly seconded by Chad McLarty, to approve granting Water Line Easement to the City of Oxford.

The vote on the motion was as follows:

Supervisor Mike Pickens, voted yes
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 21st day of April, 2014.


Jeff Busby, President
Board of Supervisors


Sherry Wall, Chancery Clerk

PREPARED BY AND RETURNED TO:

City of Oxford, Mississippi
107 Courthouse Square
Oxford MS 38655
662-232-2315

WATER LINE EASEMENT

GRANTOR

Lafayette County
152 Hwy 7 South
Oxford MS 38655
Telephone: 234-2121

GRANTEE

City of Oxford, Mississippi
107 Courthouse Square
Oxford MS 38655
662-232-2315

INDEXING INFORMATION: A fraction of the Northeast Quarter (NE 1/4) of Section 4, Township 9 South, Range 3 West, Lafayette County, Mississippi

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Lafayette County, Grantor, has this day bargained and sold, and these presents do hereby grant, bargain, sell, transfer, convey and warrant unto the City of Oxford, Mississippi, Grantee, and to its successors or assigns a perpetual easement and right-of-way for the following purposes, namely: the perpetual right to construct, reconstruct, relocate, replace, remove, repair, install, and thereafter use, operate, inspect, repair, maintain, replace, and remove, a potable water distribution line and appurtenances as depicted on the attached drawing; over, across, under and through the land of the Grantor, said land being described as follows:

A strip of land 10 feet in width, lying 5 feet on either side of the water distribution line as installed and shown on the attached drawing; said strip of land begins at a point being 162 feet left of and perpendicular to Mississippi State Highway No. 7 South centerline station 1388+00, run thence northward for approximately 295 feet to a point, said point being 168 feet left of and perpendicular to Mississippi State Highway No. 7 South centerline station 1391+00, said strip of land being located in the Northeast Quarter (NE 1/4) of Section 4, Township 9 South, Range 3 West, Lafayette County, Mississippi.

AND ALSO

A strip of land 10 feet in width, lying 5 feet on either side of the water distribution line as installed and shown on the attached drawing; said strip of land begins at a point approximately 5 feet north of an existing asphalt drive being 240 feet left of and perpendicular to Mississippi State Highway No. 7 South centerline station 1392+38, run thence westward north of said drive for approximately 200 feet to a point, run thence northward approximately 8 feet west of an existing chain link fence line for approximately 290 feet to a point approximately 5 feet south of said existing asphalt drive, run thence eastward south of said drive for approximately 220 feet to a point, said point being 240 feet left of and perpendicular to Mississippi State Highway No. 7 South centerline station 1395+60, said strip of land being located in the Northeast Quarter (NE 1/4) of Section 4, Township 9 South, Range 3 West, Lafayette County, Mississippi.

This easement also includes, and said Grantor hereby grants, bargains, sells, transfers, conveys and warrants unto said Grantee a right of ingress and egress over the adjacent lands of the Grantor, their successors and assigns, for the purposes of this easement. Grantor agrees that pipe and other facilities installed on or below the above described lands at the Grantee's expense shall remain the property of Grantee, removable at its option upon termination of service of said water line.

The covenants of this easement shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether purchase, devise, descent, or succession. This instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreement or representations of any kind.

WITNESS MY SIGNATURE, this the 22 day of April, 2014.

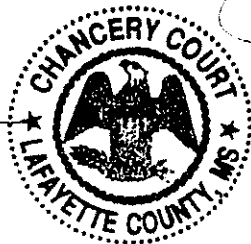
Jeff Busby
STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 22 day of April, 2014, within my jurisdiction, the within named Jeff Busby (Name of Official Representative), who acknowledged that he/she is President (Title/Relationship of Representative) of Lafayette County Board of Supervisors (Name of Entity/Person Being Represented) and that in said representative capacity (he)(she) executed the above and foregoing instrument, after having been duly authorized so to do.

Given under my hand and seal of office.

My Commission Expires:

1/3/16



Sherry Wall
NOTARY PUBLIC

