

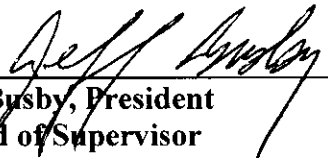
**ORDER: MOTION TO ENTER INTO CONTRACT AND
AUTHORIZE PAYMENT IN THE AMOUNT OF \$24,000
TO YAVUZ OZEREN FOR PROPERTY LOCATED AT
THE SE QUARTER OF SECTION 11 AND SW QUARTER
OF SECTION 12, TOWNSHIP 8 S, RANGE 4 WEST
CONTAINING 4.93 ACRES**

Motion was made by Chad McLarty, duly seconded by Kevin Frye,
to enter into contract and authorize payment in the amount of \$24,000 to Yavuz Ozeren
for property located at the SE quarter of Section 11 and SW quarter of Section 12,
Township 8 S, Range 4 West containing 4.93 acres.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, absent

After the vote, President Busby, declared the motion carried, this the
17th day of October, 2016.



Jeff Busby, President
Board of Supervisor



Sherry Wall, Clerancy Clerk

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE
AND CONVEYANCE OF TEMPORARY CONSTRUCTION EASEMENT**

BY THIS CONTRACT, entered into this the 13th day of October, 201~~6~~⁶ (the "Contract"), Yavuz Ozeren ("Seller"), agrees to sell to Lafayette County, Mississippi (the "County" or "Buyer"), and the County agrees to purchase from Seller the property described and on the terms and conditions contained herein, and pursuant to the resolution of the Board of Supervisors of Lafayette County, Mississippi, authorizing the purchase of said property. Seller also agrees to convey, and Buyer agrees to receive a Temporary Construction Easement, on the terms and conditions contained herein.

In consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. PROPERTY DESCRIPTION:

A. Property to Be Sold by Seller to the County: The property to be sold by Seller is described as a fraction of the Southeast Quarter of Section 11 and the Southwest Quarter of Section 12, Township 8 South, Range 4 West, Lafayette County, Mississippi, containing 4.93 acres, more or less, more fully described and shown on the survey attached hereto as Exhibit "A," together with all rights and appurtenance thereto.

B. Property to Be Conveyed by Seller to the County as a Temporary Construction Easement: The property to be conveyed by Seller to the County as a Temporary Construction Easement is described as:

Tract 1: A fraction of the Southeast Quarter (SE 1/4) of Section 11, Township 8 South, Range 4 West in Lafayette County, Mississippi, containing 0.01 acres, more or less; and also

Tract 2: A fraction of the Southwest Quarter (SW 1/4) of Section 12, and the Southeast Quarter (SE 1/4) of Section 11, all in Township 8 South, Range 4 West in Lafayette County, Mississippi, containing 0.15 acres, more or less; and also

Tract 3: A fraction of the Southeast Quarter (SE 1/4) of Section 11, and the Southwest Quarter (SW 1/4) of Section 12, Township 8 South, Range 4 West in Lafayette County, Mississippi, containing 0.17 acres, more or less; and also

Tract 4: A fraction of the Southwest Quarter (SW 1/4) of Section 12, Township 8 South, Range 4 West in Lafayette County, Mississippi, containing 0.33 acres, more or less; and also

Tract 5: A fraction of the Southwest Quarter (SW 1/4) of Section 12, Township 8 South, Range 4 West in Lafayette County, Mississippi, containing 0.07 acres, more or less; and also

Tract 6: A fraction of the Southwest Quarter (SW 1/4) of Section 12, Township 8 South,

Range 4 West in Lafayette County, Mississippi, containing 0.21 acres, more or less; and also

Tract 7: A fraction of the Southwest Quarter (SW 1/4) of Section 12, Township 8 South, Range 4 West in Lafayette County, Mississippi, containing 0.19 acres, more or less,

all as more fully described and shown on the survey attached hereto as Exhibit "A." The parties hereto acknowledge that said Temporary Construction Easement may be utilized by Lafayette County, the City of Oxford, or by any of their agents, contractors, representatives, or employees in furtherance of a joint project for construction of a road and appurtenances thereto, adjoining or adjacent to the Property.

2. PURCHASE PRICE: The consideration for sale of the Property and conveyance of the Temporary Construction Easement shall be a total of \$24,000, given at Closing.

3. TAXES: Responsibility of ad valorem taxes, if any, on the Property shall be the responsibility of the Seller and prorated and paid over to Buyer as of the day of Closing.

4. TITLE: Seller shall transfer the Property with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by the City, and conveyance shall be by general Right of Way Deed. Seller shall transfer the Property to be conveyed as a Temporary Construction Easement with good and marketable title free of all liens, easements, covenants, encumbrances and defects, except those specifically accepted by Lafayette County, and conveyance shall be by instrument designated Temporary Construction Easement.

5. INSPECTIONS: Buyer and Buyer's agents, with Seller's reasonable cooperation, shall make all such inspections as it or they deem desirable, and Buyer is authorized to conduct all customary inspections of the Property. Seller agrees to provide to Buyer all known relevant information affecting and/or regarding the Property, including, but not limited to, soil reports, compaction tests, topographical surveys, environmental reports, title certificates, governmental notifications, maps, aerial photographs, and contracts or agreements, or any other survey, map, or report.

6. CLOSING DATE: The date of closing ("Closing") shall be as soon as possible after all conditions to this Contract have been fully met and the City has taken necessary actions in preparation of closing, or on such earlier date as to which both parties agree, in writing.

7. CLOSING COSTS: Except where specifically mentioned in this Contract, the Parties shall be responsible for and bear their own expenses related to the conveyance. Buyer shall be responsible for the recording cost of the Right of Way Deed, and of the Temporary Construction Easement.

8. DELIVERIES: The Seller shall furnish to the County at or before closing:

- a) Right of Way Deed to the Property and Temporary Construction Easement prepared at Buyer's expense;

- b) a standard form contractor's/owner's affidavit holding the County harmless against any unpaid or unknown liens, in a form acceptable to County in its sole discretion;
- c) a resolution or minutes of the Seller showing its authority to transfer the Property and the authority to execute all documents necessary to consummate the conveyance;
- d) all other documents that may be necessary or reasonably requested by the County.

9. REPRESENTATIONS AND WARRANTIES:

(a) This Contract constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, and Seller represents that it has full power and authority to own the Property and to enter into and perform the terms and conditions of this Contract.

(b) To Seller's knowledge: (i) the Property is not now and has never been, used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials (as that term is hereinafter defined); (ii) no Hazardous Materials have ever been installed, placed, or in any manner dealt with on the Property; and (iii) no owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, "Occupant") has received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the Property. The term "Hazardous Materials" as used herein includes, without limitation, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental laws, rules and regulations.

(c) The execution, delivery and performance of this Contract by Seller have been duly authorized by all necessary action and no further action is necessary on his part to make this Contract valid, binding and enforceable against Seller.

(e) Seller represents and warrants that it knows of no covenants, declarations, liens or other restrictions which could limit use by County of the Property for its intended purposes.

(f) Seller represents and understands and agrees that it has the right to receive full and just compensation for the Property based on an appraisal, and for any portion of the Property for which it does not receive full compensation, it waives its right to receive full compensation for Property at Closing and donates a portion of the Property to the County.

(g) All representations, conditions and agreements shall survive the closing and remain in full effect.

10. CONVEYANCE SUBJECT TO COUNTY ACCEPTANCE: If for any reason the County, at its sole discretion, is unable to accept transfer of the Property, the Closing and conveyance may be postponed until a time at which the County is able to accept the Property and in all other respects this Contract will remain in effect as to the transfer. Alternatively, the County may, if necessary, choose to void this Contract at any time prior to closing.

11. BREACH:

(a) In the event of a default or breach by Seller of any of the covenants or conditions or obligations of Seller under this Contract or in the event any of Seller's representations and warranties are not true and correct as of Closing, Buyer shall give notice to Seller and may pursue any remedies allowed in law or in equity.

(b) In the event of a default or breach by Buyer of the obligations of Buyer under this Contract, Seller's sole remedy shall be to terminate this Contract by giving notice to Buyer.

12. ENTIRE AGREEMENT; NON-WAIVER: This Contract constitutes the entire and final agreement of the parties, incorporates all prior agreements between the parties and cannot be modified except by their written consent. Each party acknowledges that it has read and understands the terms and conditions of this Contract. No waiver by a party of any provision of this Contract shall be deemed to have been made unless in writing, and any such waiver shall not operate as a waiver of any other right, power or privilege under this Contract.

13. CHOICE OF LAW: The terms, conditions and provisions of this Contract shall be construed according to the laws of the State of Mississippi.

14. DESIGNATION: The parties designate Seller's counsel at Closing as the person responsible for filing Form 1099 with the Internal Revenue Service following the consummation of the described transaction. The parties intend that this Section shall constitute a "designation agreement" within the meaning of 26 CFR Section 1.6045-4, as the same may be amended from time to time.

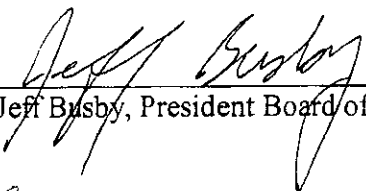
15. AGENTS: Seller hereby represents and warrants that it has not engaged the services of any agent, broker, or similar party in connection with this transaction. Buyer represents and warrants that it has not engaged the services of any agent, broker, or similar party in connection with this transaction.

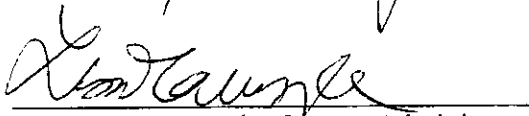
16. **COUNTERPARTS:** This Contract may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument.

SO AGREED AND ENTERED into on the date shown above.

BUYER:

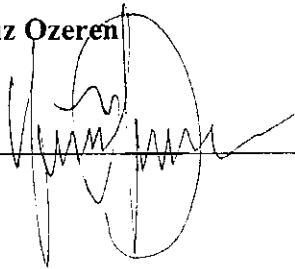
Lafayette County, Mississippi

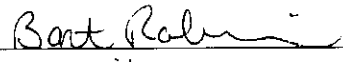

By: Jeff Busby, President Board of Supervisors


Attest: Lisa Carwyle, County Administrator By:

SELLER:

Yavuz Ozeren




Bart Robini
witness

Office of State Aid Road Construction

Mississippi Department of Transportation

Construction Change Request

Project Number SAP-36(27)M County Lafayette Date October 11, 2016

ATTN: STATE AID ENGINEER
CCR No.

2

The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

PROPOSED:

1. S-304-B: To increase Granular Material, (Class 4, Group C) quantity by 381.28 TON
2. S-403-A: To increase Hot Mix Asphalt, ST, 12.5 MM quantity by 223.73 TON

REASONS:

1. S-304-B: The project will be extended approximately 0.312 miles and ~~work~~ ^{end} at the intersection of CR 246
2. S-403-A: The project will be extended approximately 0.312 miles and ~~work~~ ^{end} at the intersection of CR 246

EXISTING QUANTITIES:

Roadway Item

1. S-304-B:	Granular Material, (Class 4, Group C)	919.000 Ton	@	\$18.00	\$ 16,542.00
2. S-403-A:	Hot Mix Asphalt, ST, 12.5 MM	1,801.000 TON	@	\$80.00	\$ 144,080.00

SUBTOTAL OF EXISTING QUANTITIES:

\$ 160,622.00

PROPOSED QUANTITIES:

Roadway Item

1. S-304-B:	Granular Material, (Class 4, Group C)	1,300.280 Ton	@	\$18.00	\$ 23,405.04
2. S-403-A:	Hot Mix Asphalt, ST, 12.5 MM	2,024.730 TON	@	\$80.00	\$ 161,978.40

SUBTOTAL OF PROPOSED QUANTITIES:

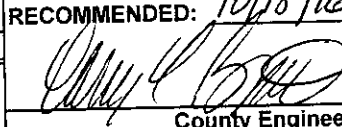
\$ 185,383.44

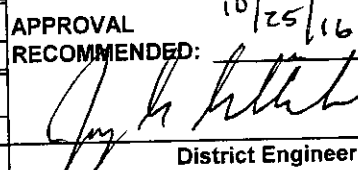
TOTAL INCREASE IN CONTRACT AMOUNT:

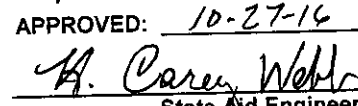
\$ 24,761.44

SEE ATTACHED BOARD ORDER
INCREASING PROJECT FUNDS.

Total Estimated Project Cost - Per Contract				\$ 169,100.00 (A)
Estimate Dated : October 31, 2013				\$ 8,093.80 (B)
Contingencies Per Estimate				
Dated				\$ 161,006.20 (C)
TOTAL CONTRACT ITEMS (A - B)				\$ 30,679.80 (D)
TOTAL Previously Approved Change Requests Plus x Minus				\$ 191,686.00 (E)
NEW TOTAL - CONTRACT ITEMS (C + - D)				\$ 24,761.44 (F)
Estimated Amount - This Request Plus x Minus				\$ 216,447.44 (G)
REVISED TOTAL - CONTRACT ITEMS (E + - F)				
INDICATED UNDERRUN (A - G)				\$ 47,347.44
INDICATED OVERRUN (G - A)				

APPROVAL
RECOMMENDED: 10/18/16

County Engineer

APPROVAL
RECOMMENDED: 10/25/16

District Engineer

APPROVED: 10-27-16

State Aid Engineer