

**ORDER: APPROVE WATERLINE EASEMENT FOR TAYLOR WATER  
ASSOCIATION FOR WEEMS SCHOOL, CONTINGENT ON DAVID  
O'DONNELL AND LARRY LITTLE WORKING OUT THE  
LANGUAGE ON THE EASEMENT**

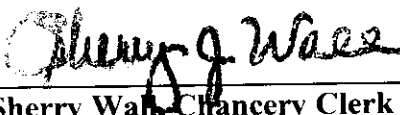
Motion was made by David Rikard, duly seconded by Mike Roberts, to approve the waterline easement for Taylor Water Association for Weems School, contingent on David O'Donnell and Larry Little working out the language on the easement.

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, voted yes

After the vote, President Busby, declared the motion carried, this the 15<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Jeff Busby, President  
Board of Supervisors

  
\_\_\_\_\_  
Sherry Wan, Chancery Clerk

PREPARED BY AND RETURNED TO:  
Tara B. Scruggs MSB# 102325  
LAWRENCE L. LITTLE & ASSOCIATES, P.A.  
829 North Lamar Blvd., Suite 6  
Oxford Mississippi 38655  
(662) 236-9396

### WATER LINE EASEMENT

**GRANTOR**

Lafayette County  
152 Hwy 7 South  
Oxford, MS. 38655  
Telephone: 662-234-2131

**GRANTEE**

Taylor Water Association, Inc.  
PO Box 8  
Taylor, MS. 38673  
662-513-3789

**INDEXING INFORMATION:** A fraction of the North Half (N 1/2) of Section 22, Township 9 South, Range 4 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, County of Lafayette, Grantor, has this day bargained and sold, and by these presents does hereby grant, bargain, sell, transfer, convey and warrant unto Taylor Water Association, Inc., 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 a water distribution line as installed, running along and near the Grantor's west property line; said strip of land commences approximately 3,388 feet northwest, along the east side of Lafayette County Road No. 343, from the intersection of east side of Lafayette County Road No. 338; run thence northwest along and near said east side of Lafayette County Road No. 343 for approximately 877 feet to the Grantor's north property line, said strip of land being located in the North Half (N 1/2) of Section 22, Township 9 South, Range 4 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, its 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.

It is expressly understood by Grantor and Grantor does, by signing this easement, acknowledge that the Grantor's segment of the individual water service line located outside of this easement on the real property of Grantor, may be relocated in the sole discretion and expense of Grantee and that after said relocation the maintenance of the water service line as relocated shall be the sole responsibility of Grantor, except for any warranty period which may apply to the relocation.

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 Grantor and the Grantee, there being no oral agreement or representations of any kind.

WITNESS MY SIGNATURE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jeff Busby, President  
Lafayette County Board of Supervisors

STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, within my jurisdiction, the within named Jeff Busby, who acknowledged that he is the President of the Lafayette County Board of Supervisors and that in said representative capacity he 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:

\_\_\_\_\_  
NOTARY PUBLIC