

**ORDER: APPROVE AGREEMENT BETWEEN THE COUNTY AND STK OXBRIDGE
FOR ROAD ACCEPTANCE OF STREETS IN COBBLESTONE SUBDIVISION**

Motion was made by Jeff Busby, duly seconded by Mike Roberts, to approve agreement between the County and STK Oxbridge for road acceptance of streets in Cobblestone Subdivision.

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 18th day of December, 2017.



Jeff Busby, President
Board of Supervisors



Sherry Wallace, Clerical Clerk

AGREEMENT REGARDING ROAD ACCEPTANCE

This Agreement, ("Agreement"), is made and executed on the 27th day of November, 2017, by Lafayette County, Mississippi, ("Lafayette County"), P.O. Box 1240, Oxford, MS 38655, and STK Oxbridge Group, LLC, ("STK Oxbridge"), 519 Hummingbird Lane, Starkville, Ms. 39759, the developer of a subdivision known as "Woodson Ridge" ("Development") located in Lafayette County.

RECITALS

WHEREAS, STK Oxbridge is the owner and developer of a certain subdivision development located in Lafayette County known as "Woodson Ridge"; and

WHEREAS, STK Oxbridge has filed for preliminary plat approval of the Woodson Ridge subdivision development before the Lafayette County Planning Commission and, ultimately, the Lafayette County Board of Supervisors, and during the process of review of said preliminary plat application, STK Oxbridge was made aware of the requirement of two means of ingress and egress for said development as delineated in the Lafayette County Subdivision Regulations; and

WHEREAS, in order to satisfy the ingress and egress requirements for the Development, STK Oxbridge proposes to obtain access to the streets of the Cobblestone Subdivision, a development adjoining the Woodson Ridge development; and

WHEREAS, although the streets and right of way within the Cobblestone Subdivision are depicted in a plat on file in the property records of Lafayette County which contains a dedication of the streets to Lafayette County, said streets and right of way have not been accepted for public maintenance by the Lafayette County Board of Supervisors in accordance with the Lafayette County Subdivision Regulations and

WHEREAS, STK Oxbridge recognizes that in order to have a right of access to the streets and right of way within the Cobblestone Subdivision, it is necessary that the Lafayette County Board of Supervisors accept said streets and right of way for public maintenance and thereby include said streets and right of way on the County Road Map and Road Register; and

WHEREAS, Lafayette County will accept the dedicated streets and right of way for public maintenance as depicted in the Cobblestone Subdivision plat on condition that the streets, as constructed, are repaired and conform to the road construction and design standards as they existed in 1997 when the Cobblestone Subdivision plat was approved and filed; and

WHEREAS, STK Oxbridge has agreed to donate to Lafayette County the amount equal to the cost of materials necessary to effect such repairs as identified in the attached Exhibit "A."

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained and intending to be legally bound, STK Oxbridge and Lafayette County, being all of the necessary parties hereto (the "Parties"), hereby agree as follows:

- I. Acknowledgment and Representations. The Parties acknowledge and represent that:
 - a) The execution and delivery of this Agreement has been duly authorized by proper action of the respective Parties;
 - b) All Parties hereto agree and acknowledge that the exchange(s) contemplated hereby are fair and reasonable;
 - c) The Parties hereto have derived direct benefits from this Agreement and the transactions contemplated hereby;
 - d) THE PARTIES HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE EXECUTED THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT DURESS, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL, SHOULD THEY SO CHOOSE;

2. Repairs and Specifications of Roadways. Each of the Parties have inspected, through independent engineers the roadways as they presently exist relative to the requirements of the Lafayette County Subdivision Regulations (1997). The Parties each agree and consent that Lafayette will accept for public maintenance the dedicated streets and right of way within the Cobblestone Subdivision and will list said streets on the County Road Register and Official Road Map only after and subject to STK Oxbridge covering the cost of materials via a donation to Lafayette County, it being further agreed that Lafayette County will, after receiving said donation, make the repairs identified in Exhibit "A" hereto.

3. Miscellaneous.
 - a) No Inducement; Binding Effect. The Parties declare and represent that no promises, inducements, or other Agreements not expressly contained herein have been made, and that this Agreement contains the entire Agreement between and among the Parties. This Agreement will be binding upon and inure to the benefit of the successors in interest and assigns of the respective parties hereto.
 - b) No Modification. This Agreement sets forth the entire Agreement between the Parties in connection with the matters discussed herein and may not be altered, amended, or modified in any respect except by writing duly executed by the Party to be charged. All earlier understandings, oral Agreements and writings are expressly superseded hereby and are of no further force or

STATE OF ~~MISSISSIPPI~~ New York
COUNTY OF ~~WESTCHESTER~~

Personally appeared before me, the undersigned authority in and for the said County and State, on this 27 day of November, 2017 within my jurisdiction,
NICHOLAS WILLIAMS, as OWNER of STK Oxbridge Group, LLC,
who acknowledged that for and on behalf of the said STK Oxbridge Group, LLC and as its act and deed, executed the above and foregoing Agreement, after first having been duly authorized by STK Oxbridge Group, LLC so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
05-09-2020

RAHZEL M BROWN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6341515
Qualified in Westchester County
My Commission Expires 05-09-2020

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said County and State, on this ____ day of November, 2017 within my jurisdiction,
_____, as _____, of and for and on behalf of Lafayette County, Mississippi, who acknowledged that for and on behalf of the said political subdivision and as its act and deed, executed the above and foregoing Agreement after first having been duly authorized so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

- effect.
- c) Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.
 - d) Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Mississippi.
 - e) Recitals Incorporated by Reference. The "Recitals" set forth at the beginning of this Agreement are hereby acknowledged to be true and correct by the Parties and are incorporated into this Agreement.

AGREED to in all respects, as of the day and year first above written.

STK Oxbridge Group, LLC

By: N. Wil
Its: OWNER

LAFAYETTE COUNTY, MISSISSIPPI

By: _____
Its: _____

**OPINION OF PROBABLE COST
COST OF REPAIRS
TO
COBBLESTONE SUBDIVISION
County Forces Work (Cost of materials only)
November 15, 2017**

From the desk of...

I. DIRECT CONSTRUCTION COST

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1 Base Repair (includes asphalt)	190.0	TON	63.87	12,135.30
2 Limestone (base as required)	30.0	TON	22.00	660.00
3 Leveling	30.0	TON	63.87	1,916.10
4 Striping (Stop Bars Only)	1.0	LS	300.00	300.00
SUBTOTAL, DIRECT CONSTRUCTION COST \$				15,011.40

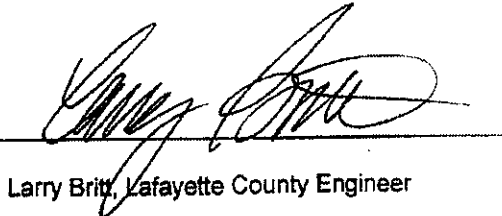
II. INDIRECT CONSTRUCTION COST

Engineering, Inspection/Testing	500.00
Contingencies ±10%	<u>1,500.00</u>

SUBTOTAL, INDIRECT CONSTRUCTION COST \$ 2,000.00

TOTAL OPINION OF PROBABLE PROJECT COST \$ 17,011.40

Prepared by:


Larry Britt, Lafayette County Engineer