

**ORDER: ENTER INTO DEVELOPMENT AGREEMENT FOR COUNTY
ROADS 232 AND 234 IN DEER RUN SUBDIVISION. FAILED
FOR LACK OF MOTION**

The Board next considered whether to enter into a development agreement with Ideal Properties concerning the extension of County Roads 232 and 234 within Deer Run Subdivision. Motion was made by Larry Gillespie, duly seconded by Brent Larson, to enter into the agreement but failed for lack of a majority vote in favor.

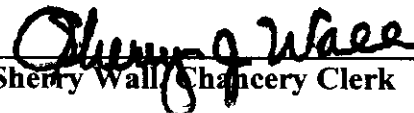
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted nay
Supervisor Chad McLarty, absent
Supervisor Mike Roberts, voted nay

After the vote, President Roberts, declared that the motion failed, this the 19th day of April, 2021.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective as of the date of the latest signature on this Agreement (the "Effective Date"), by and between Lafayette County, Mississippi, ("County"), and Ideal Properties, LLC, Sherry Chrestman, Terry Joe Blount and Sally Ann Blount (the "Owners" of Lafayette County, Mississippi Parcel 136-23-007.00,

RECITALS:

WHEREAS, the Owners heretofore expressed a desire to utilize County Roads 232 and 234 from the Section Line common to Sections 23 and 24 (as depicted in the Deer Run Subdivision plat) eastward to the west line of County Road 217 (also known as "Campground County Road"), said dedicated right of way as described in the Warranty Deed from R. H. Dunlap, J. E. Dunlap, and Brent Nickle to Lafayette County dated October 3, 1974, to access and to develop their property situated in Lafayette County, Mississippi bearing parcel number 136-23-007.00 which is located within the City of Oxford, Mississippi corporate limits and contiguous to the western boundary of the Deer Run Subdivision; and

WHEREAS, Lafayette County, Mississippi, by virtue of the Warranty Deed referenced above, which the Lafayette County Board of Supervisors (the "Board") acknowledged during its September 8, 2020 meeting, retains a fee simple interest in the land on which the roads depicted on the plat of Deer Run Subdivision are located, but has placed only those sections of the described roads which were, and are, fully developed, on the official road map and register; and

WHEREAS, the Owners have requested the County to open the remainder of the conveyed road areas which have not heretofore been opened by the County and which, if opened, would extend County Roads 232 and 234, respectively, to the Section Line which constitutes the western boundary of the Deer Run Subdivision; and

WHEREAS, during its March 15, 2021 recessed meeting, the Board considered the Owner's request to extend and open that portion of County Roads 232 and 234 which remained unopened and which were not included in the official County Road Map and Road Registry; and

WHEREAS, the Owners represented to the Board during the March 15, 2021 meeting that they intended to develop Parcel 136-23-007.00 and were in need of additional means of ingress and egress to said parcel which the proposed extensions to County Roads 232 and 234 would provide; and

WHEREAS, after hearing and considering comments and statements from the Owners' representatives and residents from the Deer Run Subdivision during the March 15, 2021 recessed meeting, the Board approved and passed the following Orders, on condition that the Owners agree to enter into a Development Agreement to include the matters and agreements concerning the construction of the proposed extensions to County Roads 232 and 234 and the prohibition of any and all development activities within Parcel Number 136-23-007.00 until such time as the Board approves said development:

1. That the interests of public convenience and necessity justify the extension of County Roads 232 and 234 from the existing opened sections as depicted on the County Official Road Map and Road Registry to the Section Line along the western boundary of the Deer Run Subdivision.
2. That the Owners' offer to donate all material and labor as necessary to construct the extensions to County Roads 232 and 234 be accepted.
3. That the Owners be granted a temporary ~~one year~~ ~~[delete]~~ one year construction easement to perform all necessary construction activities within the County-owned right-of way consistent with all applicable County road design specifications and, provided further, that the Owners be allowed the use of the temporary easement to access Parcel Number 136-23-007.00 for the limited purpose of conducting pre-construction development activities (surveying, wetlands and environmental studies, and topographical measurements) within said parcel.
4. That the extensions to County Roads 232 and 234 be declared open for public use and placed in the County Official Road Map and Road Registry once the County Engineer verifies to the Board that the roads, as extended meet or exceed all County road specifications, and that the Owners have provided a two year road maintenance bond covering defects in materials and construction.

NOW THEREFORE, in view of the foregoing, the Parties agree to the following terms and conditions.

A. Construction of Extensions to County Roads 232 and 234

i. **Temporary Construction Easement Activities.** The Owners are granted a temporary one year construction easement for the limited purpose of constructing the extensions to County Roads 232 and 234 in accordance with the plans and specifications as provided by the Lafayette County Road Engineer. The Owners shall provide all necessary materials and labor for such construction at no cost to the County. During the period of the temporary easement, the Owners are permitted to use the easement area to access Parcel Number 136-23-007.00 to conduct pre-development, non-construction, activities such as general surveying, wetlands and environmental studies and topographical surveys. At such time as construction is completed, the Owners will provide a two year maintenance bond covering material and construction defects.

ii. **Expiration of Construction Easement.** Unless extended by future agreement, the temporary construction easement granted the Owners will automatically expire 365 days after the date of this Agreement. The easement time period may be extended upon good cause shown by the Owners, or otherwise in the discretion of Lafayette County. The

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temporary construction easement will terminate upon the completion of the work contemplated by this Agreement and Lafayette County's final acceptance of the work.

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B. Development on Parcel 136-23-007.00

i. **Dual Site Plan Approval.** As a condition to the County's agreement to extend County Roads 232 and 234 as set forth herein, the Owners agree to submit any Site Plan or development plans on Parcel 136-23-007.00 and which would connect to County Roads 232 and/or 234 to the County for its approval according to the County's standard Site Plan and Subdivision Regulations. The Parties acknowledge that Parcel 136-23-007.00 is within the City Limits of Oxford, Mississippi, but the Owners hereby agree and consent to the requirement of County approval as if Parcel 136-23-007.00 was wholly within the County. This does mean that the Owners may have to seek Site Plan and/or Development approval from both the City of Oxford and Lafayette County.

ii. **Termination.** The requirements of Section B (Dual Site Plan Approval) shall be terminated (1) in the event the extensions to County Roads 232 and 234 are not opened for public use and maintenance by Lafayette County or (2) if the Owner is able to obtain a roadway connection to Parcel Number 136-23-007.00 from Buddy East Parkway or (3) or (2) if the Owner is able to obtain additional access such that the Board, in its sole discretion, determines that said requirements are unnecessary and may be terminated.

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iii. **Use of County Roads 232 and 234 as Construction Entrances.** It is agreed that the Owners' use of County Roads 232 and 234, as extended, as construction entrances for the development of Parcel 136-23-007.00 may only be permitted in accordance with the terms and conditions as imposed by further order of the Lafayette County Board of Supervisors.

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C. Reconciliation and Modification

i. **Dual Site Plan Approval.** The Parties acknowledge that there may be irreconcilable conflicts between the City of Oxford's code and regulations and the County's code and regulations. In the case of such a conflict, the Parties may utilize a satisfactory resolution which is mutually agreeable to the parties. If such a resolution is not possible, the Owners shall comply with the stricter of the conflicting requirements.

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ii. **Extension.** The Parties acknowledge that the dimensions or other characteristics of the property conveyed to the County in the aforementioned October 3, 1974 Warranty Deed may make satisfaction of all the requirements of current County roadway specifications impossible, including but not limited to width. In the case of such a situation, by this Agreement, the County Engineer is authorized to and shall cooperate with the Owners to make such adjustments, modifications, or accommodations necessary to achieve the intent of opening these newly paved areas while also seeking to comply with current specifications to the maximum extent reasonably possible, provided that any such adjustments are approved by the Board of Supervisors. The accommodations and adjustments made

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pursuant to this section shall not be used to preclude or interfere with the opening of County Roads 232 and 234, including extensions, as described in this Agreement.

iii. Further Modification. Further, the Parties may make reasonable modifications to this Agreement so long as the modifications are in keeping with the intent of this Agreement to the maximum extent reasonably possible.

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ivii. Subject to Board Action. Notwithstanding anything contained here to the contrary, the terms of this Agreement shall be subject to the actions taken by the Lafayette County Board of Supervisors on this matter in their Regular Board Meeting on March 15, 2021.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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FOR LAFAYETTE COUNTY, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date _____

FOR OWNERS

By: _____

Name: James E. Morris

Authorized Signatory in this matter for
Ideal Property Investments. LLC; Sherry
Chrestman; Terry Joe Blount; and Sally

Title: Ann Blount

Date _____