

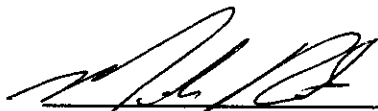
**ORDER: AUTHORIZE PURCHASE AND TEMPORARY CONSTRUCTION  
EASEMENTS FROM CHARLES COLLIER FOR THE WEST OXFORD LOOP  
PHASE II WITH PURCHASE PRICE OF \$22,879.50**

Motion was made by Brent Larson, duly seconded by David Rikard, to authorize purchase and temporary Construction Easement from Charles Collier for the West Oxford Loop Phase II with a purchase price of \$22,879.50.

The vote on the motion was as follows:

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

After the vote, President Roberts, declared the motion carried, this the 5<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Mike Roberts, President  
Board of Supervisors

  
\_\_\_\_\_  
Sherry Wall Chancery Clerk

## CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

BY THIS CONTRACT, entered into this the 13 day of Sept, 2023 (the "Contract"), Charles Collier ("Seller"), agrees to sell to Lafayette County, Mississippi, ("County" OR "Buyer"), and the County agrees to purchase from Seller the property described and on the terms and conditions contained herein, 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 conveyed to Lafayette County, Mississippi for road right-of-way:**

**See attached Exhibit "A"**

(b). **Temporary Construction Easement:**

**See attached Exhibit "B"**

**2. PURCHASE PRICE:** The consideration for the conveyance and sale of the Property shall be \$22,879.50 given at Closing.

**3. TAXES:** Responsibility of ad valorem taxes, if any, on the Property shall be the responsibility of the Seller on a prorated basis.

**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 County, and conveyance shall be by general Warranty Deed.

**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 County 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 Warranty Deed.

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

- a) a Warranty Deed to the Property and Temporary Construction Easement prepared by the Buyer and Buyer's expense.

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 Seller as of the date of closing is a business corporation in good standing with the Mississippi Secretary of State's office [if applicable].

(d) 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 its part to make this Contract valid, binding and enforceable against Seller.

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

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

**10. ADDITIONAL CONDITIONS:**

(a). **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.

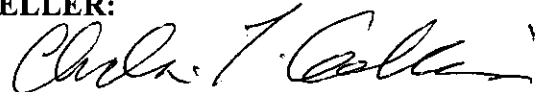
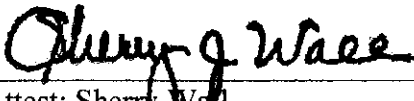
**BUYER:**

**Lafayette County, Mississippi**



By: Mike Roberts, President

**SELLER:**

  
Charles Collier

Attest: Sherry Wall

FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

2023 SEP 20 PM 1:21

CHANCERY CLERK



*Sherry J. Wall* Chancery Clerk  
Instrument 2023 - 7416  
Filed/Recorded 9/20/2023 01:29 P  
3 Pages Recorded  
Lafayette County, Mississippi

BY DC AB

**Grantor and Address:**

Charles T. Collier  
322 Quail Creek Drive, Ext.  
Oxford, MS. 38655  
(662) 769-5979

**Grantee and Address:**

Lafayette County, Ms.  
P.O. Box 1240  
Oxford, Ms. 38655  
(662) 236-2717

**Instrument prepared by:**

David D. O'Donnell, Esq.  
Clayton O'Donnell, PLLC  
1403 Van Buren Ave.  
Oxford, Ms. 38655  
(662) 234-0900

**WARRANTY DEED**

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**Indexing Instructions:** In the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 5, Township 8 South, Range 3 West in Lafayette County, Mississippi

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**THE STATE OF MISSISSIPPI**

**COUNTY OF LAFAYETTE**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the herein named **Charles T. Collier**, Grantor herein, hereby grants, bargains and conveys fee simple title to the following described property, to Lafayette County, Mississippi for the purpose of establishing and extending an existing public road (West Oxford Loop), to-wit:

A 1.03 acre, more or less parcel of land to be used for Right-of-Way for the Proposed Project State Earmark Project No. SEMP-36(2); said parcel being located in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 5, Township 8 South, Range 3 West in Lafayette County, Mississippi and being more particularly described as follows:

Begin at a proposed right-of-way marker on said proposed south right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2); said proposed right-of-way marker being 897.73 feet north of and 2,528.52 feet east of a 1/2" rebar in concrete pvc casing found (N=1786411.9250, E=769651.6040) at the Southwest Corner of Section 5, Township 8 South, Range 3 West in Lafayette County, Mississippi; said proposed right-of-way marker being 75.00 feet right of and perpendicular to the centerline of survey station no. 326+00.00; run thence N 07°45'24" W for a distance of 75.27 feet along said proposed south right-of-way line to a 1/2" rebar set on said existing north property line; said 1/2" rebar set being 62.63 feet right of and perpendicular to the centerline of survey station no. 325+25.75; run thence S 88°47'51" E for a distance of 134.02 feet along said existing north property line and leaving said proposed south right-of-way line to a 1/2" rebar set on said property corner; said 1/2" rebar set being 64.52 feet left of and perpendicular to the centerline of survey station no. 325+68.10; run thence S 00°55'24" W for a distance of 461.55 feet along said existing east property line and leaving said existing north property line to a 1/2" rebar set on said proposed south right-of-way line; said 1/2" rebar set being 105.34 feet right of and radial to the centerline of survey station no. 329+89.24; run thence N 29°27'49" W for a distance of 204.58 feet along said proposed south right-of-way line and leaving said existing east property line to a proposed right-of-way marker; said proposed right-of-way marker being 125.00 feet right of and radial to the centerline of survey station no. 328+00.00; run thence N 18°46'56" W for a distance of 88.65 feet along said proposed south right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 125.00 feet right of and radial to the centerline of survey station no. PC 327+18.16; run thence N 05°43'04" E for a distance of 128.30 feet along said proposed south right-of-way line to the point of beginning, containing 1.03 acres, more or less.

Said property is conveyed solely for the purpose of establishing and extending an existing public road. It is further understood and agreed that 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 13 day of September, 2023.

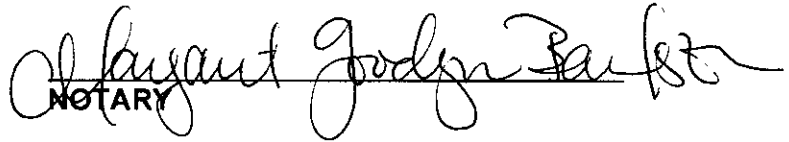
  
Charles T. Collier

### Acknowledgement

THE STATE OF MISSISSIPPI  
THE COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named **Charles T. Collier** to me known to be the person described herein and who executed the foregoing instrument, and acknowledged to me that he executed, signed, and delivered the foregoing instrument on the day and year therein mentioned as his free act and deed for the consideration and purposes therein mentioned.

Given under my hand this, the 13th day of September, 2023.

  
NOTARY

My Commission Expires: 2/3/2026





FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

2023 SEP 20 PM 1:21

CHANCERY CLERK

BY DC AB



*Sherry J. Hall* Chancery Clerk  
Instrument 2023 - 7417  
Filed/Recorded 9/20/2023 01:32 P  
3 Pages Recorded  
Lafayette County, Mississippi

**Grantor and Address:**

Charles T. Collier  
322 Qual Creek Drive, Ext.  
Oxford, MS. 38655  
(662) 769-5979

**Grantee and Address:**

Lafayette County, Ms.  
P.O. Box 1240  
Oxford, Ms. 38655  
(662) 236-2717

**Instrument prepared by:**

David D. O'Donnell, Esq.  
Clayton O'Donnell, PLLC  
1403 Van Buren Ave.  
Oxford, Ms. 38655  
(662) 234-0900

**TEMPORARY CONSTRUCTION EASEMENT**

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**Indexing Instructions:** In the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 5, Township 8 South, Range 3 West in Lafayette County, Mississippi

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**THE STATE OF MISSISSIPPI**

**COUNTY OF LAFAYETTE**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the herein named **Charles T. Collier**, Grantor herein, hereby grants a temporary construction easement as to the following described property, to Lafayette County, Mississippi for the purpose

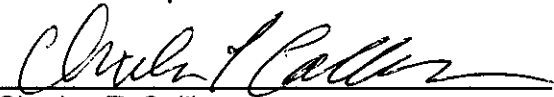
of aiding in the construction of an extension to an existing public road (West Oxford Loop), to-wit:

*A 0.09 acre, more or less parcel of land to be used for Temporary Construction Easement for the Proposed Project State Earmark Project No. SEMP-36(2); said parcel being located and being more particularly described as follows:*

*Begin at a proposed right-of-way marker on said proposed south right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2); said proposed right-of-way marker being 897.73 feet north of and 2,528.52 feet east of a 1/2" rebar in concrete pvc casing found (N=1786411.9250, E=769651.6040) at the Southwest Corner of Section 5, Township 8 South, Range 3 West in Lafayette County, Mississippi; said proposed right-of-way marker being 75.00 feet right of and perpendicular to the centerline of survey station no. 326+00.00; run thence S 05°43'04" W for a distance of 76.98 feet along said proposed south right-of-way line to a point; said point being 105.00 feet right of and perpendicular to the centerline of survey station no. 326+70.89; run thence N 17°13'08" W for a distance of 159.25 feet leaving said proposed south right-of-way line to point on said existing north property line; said point being 105.00 feet right of and perpendicular to the centerline of survey station no. 325+11.64; run thence S 88°47'51" E for a distance of 44.66 feet along said existing south property line to a 1/2" rebar set on said proposed south right-of-way line; said 1/2" rebar set being 62.63 feet right of and perpendicular to the centerline of survey station no. 325+25.75; run thence S 07°45'24" E for a distance of 75.27 feet along said proposed south right-of-way line and leaving said existing north property line to the point of beginning, containing 0.08 acres, more or less.*

Said temporary easement is granted solely for the purpose of providing Lafayette County, Mississippi sufficient area as needed to extend an existing public road right of way and said easement will expire upon the final completion of said work. It is further understood and agreed that 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 13 day of September, 2023.

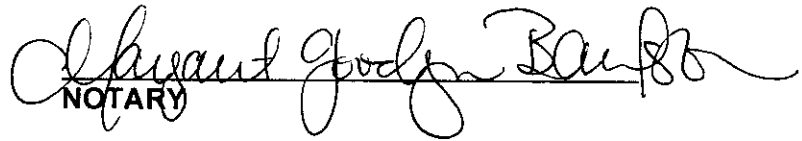
  
Charles T. Collier

## Acknowledgement

THE STATE OF MISSISSIPPI  
THE COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Charles T. Collier, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed, signed, and delivered the foregoing instrument on the day and year therein mentioned as his free act and deed for the consideration and purposes therein mentioned.

Given under my hand this, the 13<sup>th</sup> day of September, 2023.

  
NOTARY

My Commission Expires: 2/3/2026

