

*******AT THIS TIME JOEL HOLLOWELL PRESENTED A REPORT ON LAFAYETTE
COUNTY ANIMAL SHELTER CONSTRUCTION. NO ACTION WAS TAKEN*******

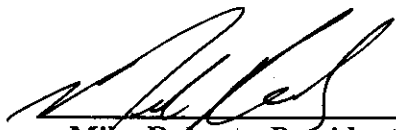
**ORDER: AUTHORIZE COUNTY FORCES TO ENTER PRIVATE PROPERTY AT 811
TUSCAN RIDGE DRIVE TO CORRECT DAMAGE CAUSED BY THE TUSCAN
RIDGE DRIVE STORMWATER DRAINAGE SYSTEM**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to authorize County Forces to enter private property at 811 Tuscan Ridge Drive to correct damage caused by the Tuscan Ridge Drive stormwater drainage system.

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 6th day of November, 2023.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk

Prepared by:
John A. Hatcher
101 Parkwood Garden
Booneville, MS
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Email: johnahatcheratty@gmail.com

INDEXING INSTRUCTIONS:
Lot 30, Tuscan Hills Estates
Phase III Subdivision Plat
Cabinet B, Slide 191
Lafayette Co., MS

Return recorded/filed copies to:

1. John A. Hatcher
2. Dustin Pickens
Address: 809 Tuscan Ridge Drive, Oxford, MS 38655
Telephone: 901-550-2626
3. Joel Hollowell, Development Services Administrator, Lafayette County, Mississippi
Address: 300 North Lamar Blvd. Suite 109, Oxford, MS 38655
Telephone: 662-236-0237
Email: jhollowell@lafayettecoms.com

AND ORIGINAL:

Sherry Wall, Clerk, Lafayette County, Mississippi Board of Supervisor and Chancery Clerk
Address: P.O. Box 1240, Oxford, MS 38655
Telephone: 662-234-2131

EASEMENT

GRANTOR(S): JOHN A. HATCHER, JR. and KATHY R. HATCHER
Address: 101 Parkwood Garden, Booneville, MS 38829
and
811 Tuscan Ridge, Oxford, MS 38655
Telephone No. 662-720-2242

TO:

GRANTEE: LAFAYETTE COUNTY, MISSISSIPPI c/o Sherry Wall, Clerk
Address: P.O. Box 1240, Oxford, MS 38655
Telephone No. 662-234-2131

For and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, including but not being limited to the mutual advantages to be derived from the temporary Easement to reconstruct the drainage pipe and ditch bank and cover the pipes with soil to prevent further erosion on the hereafter described property to the lake, as shown in rough on the plat attached hereto marked Exhibit "A" the terms of which are to be considered as a part hereof by and through incorporation by reference as if copied fully herein in words and figures, which existing drain pipe is the property of the GRANTEE, which discharges into the ditch on the

GRANTORS' property, which has suffered erosion, the receipt and sufficiency of which consideration is hereby specifically acknowledged, the undersigned do hereby convey unto LAFAYETTE COUNTY, MISSISSIPPI the easements as described below, through the undersigned parties property for the purpose of reconstructing the existing drain from Tuscan Ridge Drive to the lake as shown in Exhibit "A" and all rights appurtenant thereto, over, under, across and along said easement together with the right of ingress and egress to and from the easement across the lands of the Grantors, which is lying and being situated in Lafayette County, Mississippi, and more particularly described in the copy of the Warranty Deed attached hereto, marked as Exhibit "B," also and likewise incorporated herein.

SUBJECT TO: (1) A right of reversion to the Grantors or their assigns should the drain pipes, ditch enclosed ceased to be used on said property; (2) that no use of said easement shall be inconsistent with nor in hindrance of any already existing rights-of-way and utility lines of or granted by the undersigned, or driveways or irrigation lines on said property; (3) the Grantors may use the surface of the ground of the easement for any purposes that do not impede or interfere with any use of said easement for its purpose, but no structures shall be constructed on said easement, which could impede the use of said easement; (4) Grantors covenant and warrant that: (a) they are the fee simple owners of the property to which the easement is applicable; (b) the County, its officers, agents, servants, employees, engineers, attorneys, accountants, contractors, assigns, lienholders, insurers may rely on these covenants and warrants and the Grantors save harmless and indemnify said parties therefor; (5) the term hereof shall end upon completion of the project, which shall be concluded on or by December 31, 2023; (6) direct access to said property by Grantee shall come from Tuscan Ridge Drive from Lot 29 of said Subdivision if a Temporary Easement is secured from its owners Dustin Pickens and wife, Janet Pickens, otherwise, from the South side of Grantors' property; (7) Grantee shall exercise reasonable diligence in its exercise of its Easement rights to do no harm to Grantors' property and to return same to Grantors in as good condition as same existed when work commenced on the property; (8) Grantors' existing drain pipe, which discharges into said ditch on Grantors' property, shall be connected by Grantee to its extended drain pipe and may continue to remain there; (9) Grantee may dig out and straighten the existing ditch to place said drain pipe in and cover and compact same with level soil; and (10) upon completion by Grantee of said project and acceptance by both parties the existing Easement rights and obligations of Grantee to said drain pipe shall be extended to its discharge point at said lake.

To have and hold the same unto LAFAYETTE COUNTY, MISSISSIPPI, its successors and assigns, and the undersigned do further covenant that they are lawfully seized and possessed of said parcel of land, having a good and lawful right to convey said easement, and the Grantor(s) will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantors have subscribed their names and seals on this the 28th day of September, 2023.

John A. Hatcher, Jr.
JOHN A. HATCHER, JR.

Kathy R. Hatcher
KATHY R. HATCHER

STATE OF MISSISSIPPI
COUNTY OF Prentiss

Personally appeared before me the undersigned authority in and for said State and County, JOHN A. HATCHER, JR. and KATHY R. HATCHER, who after having been by me first duly and properly sworn, acknowledged that they did read, sign and deliver the above and foregoing Easement on the day and year therein mentioned as their free and voluntary acts and deeds.

BEFORE ME this the 28th day of September, 2023.

My Commission Expires:



Amanda B. Taylor
NOTARY PUBLIC