


**ORDER: ADOPT RESOLUTION APPROVING THE AMENDED AND RESTATED  
INTERLOCAL AGREEMENT WITH THE CITY OF OXFORD FOR THE  
COLONNADE CROSSING TAX INCREMENT FINANCING PLAN**

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to adopt resolution approving the amended and restated Interlocal Agreement with the City of Oxford for the Colonnade Crossing Tax Increment Financing Plan.

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 15<sup>th</sup> day of May, 2023.

  
Mike Roberts, President  
Board of Supervisors

  
Sherry Wall, Chancery Clerk

There came on for consideration the matter of approving an amended and restated interlocal cooperation agreement in connection with a project to be constructed in Lafayette County, Mississippi and the City of Oxford, Mississippi and after a discussion of the subject matter, Supervisor \_\_\_\_\_ offered and moved the adoption of the following resolution:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LAFAYETTE COUNTY, MISSISSIPPI APPROVING THE FORM OF AND AUTHORIZING SAID COUNTY TO ENTER INTO AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF OXFORD, MISSISSIPPI IN CONNECTION WITH THE FINANCING OF THE COSTS OF INSTALLING AND CONSTRUCTING CERTAIN INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF A COMMERCIAL DEVELOPMENT WITHIN SAID CITY AND SAID COUNTY THROUGH THE SALE AND ISSUANCE BY SAID CITY OF ITS TAX INCREMENT FINANCING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION SIX HUNDRED THOUSAND DOLLARS (\$6,600,000); AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and Board of Aldermen of the City of Oxford, Mississippi, acting for and on behalf of the City of Oxford, Mississippi (the "City"), is authorized by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "TIF Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City, the removal of existing buildings and other improvements upon such project areas, the installation, construction or reconstruction of streets, utilities and site improvements on such project areas and/or preparatory work incidental thereto in order to encourage private redevelopment within the City; and

WHEREAS, the Mayor and Board of Aldermen, acting for and on behalf of the City, are also authorized by the TIF Act to issue tax increment financing bonds to finance such redevelopment projects; and

WHEREAS, MFM Development, LLC (the "Developer") is in the process of developing a commercial development to be known as "Colonnade Crossing" which will include commercial uses such as offices, retail and restaurants (the "Project") and will be located in the City and Lafayette County, Mississippi (the "County") on approximately eighty-eight (88) acres (the "TIF District"); and

WHEREAS, the Developer has requested that the City issue its tax increment financing bonds, in one or more taxable or tax-exempt series, in a principal amount not to exceed Six Million Six Hundred Thousand Dollars (\$6,600,000) (the "TIF Bonds") in order to finance the cost of the installation and construction of various infrastructure improvements including, but are not limited to, the cost to design and construct certain improvements to Mississippi Highway 30/Molly Barr Road (the "Highway Improvements"), including the installation, rehabilitation, and/or relocation of utilities such as water, electrical, and sanitary sewer, construction,

renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively with the Highway Improvements, the "Infrastructure Improvements"), and which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District; and

WHEREAS, pursuant to the TIF Act and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Interlocal Act"), the Board of Supervisors of the County (the "Governing Body"), acting for and on behalf of the County, is authorized to enter into an interlocal cooperation agreement with the City pursuant to which the County may agree to participate in the financing of the Infrastructure Improvements; and

WHEREAS, the Developer has requested that the County participate with the City in the financing of the Infrastructure Improvements; and

WHEREAS, the Project is a project of major economic significance within the County and qualifies as a project eligible for tax increment financing under the TIF Act and participation on the part of the County is necessary and would be in the public interest and in the best interests of the public health, safety, morals, and welfare of the County; and

WHEREAS, on November 15, 2021, the Governing Body authorized the execution and delivery of an Interlocal Cooperation Agreement, dated as of November 1, 2021 (the "Original Interlocal Agreement"), authorizing the County's participation in the financing of the Infrastructure Improvements; and

WHEREAS, the County has approved the *Tax Increment Financing Plan for Colonnade Crossing, City of Oxford, Mississippi, October 2021, as Amended and Restated May 2023* (the "Amended TIF Plan"), which provides for an increase in the amount of TIF Bonds which the City may issue from time to time; and

WHEREAS, the County and the City desire to amend and restate the Original Interlocal Agreement to reflect the changes authorized by the Amended TIF Plan; and

WHEREAS, pursuant to the TIF Act and the Interlocal Act, the TIF Bonds will be secured by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District, and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax (together, the "City Tax Increment") and a pledge by the County of all of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the TIF District (the "County Tax Increment" and together with the City Tax Increment, the "Tax Increment"), provided, however, that the County's participation in the financing of the Infrastructure Improvements will be limited to the first \$6,000,000 in TIF Bonds to be issued; and

WHEREAS, the amount of the TIF Bonds which may be issued from time to time will be based upon the amount of debt which can be serviced with up to 75% of the actual and anticipated City Tax Increment necessary to service the debt on the Infrastructure Improvements

and up to 75% of the actual and anticipated County Tax Increment necessary to service the debt on the Highway Improvements; and

**WHEREAS**, as authorized by the TIF Act and the Interlocal Act, the City and the County will enter into an Amended and Restated Interlocal Cooperation Agreement (the "Amended Interlocal Agreement") pursuant to which the City will agree to issue the TIF Bonds from time to time and the City and the County will agree to pledge the Tax Increment for payment of debt service on the TIF Bonds; and

**WHEREAS**, there has been presented to the Governing Body at this meeting the form of the Amended Interlocal Agreement setting forth the agreement of the County and the City in connection with the pledge of the Tax Increment as security for the TIF Bonds and related matters; and

**WHEREAS**, the Amended Interlocal Agreement is in appropriate form and is an appropriate document for the purposes identified; and

**WHEREAS**, the TIF Bonds will be issued from time to time pursuant to the TIF Act, the Interlocal Act, the Amended Interlocal Agreement and subsequent resolutions of the Mayor and Board of Aldermen of the City; and

**WHEREAS**, in order for the City to proceed with the sale and issuance of the TIF Bonds and the financing of the Infrastructure Improvements, it is necessary for the Governing Body to approve and enter into the Amended Interlocal Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:**

**SECTION 1.** The recitals contained in this resolution are incorporated herein as findings.

**SECTION 2.** This resolution is adopted pursuant to the TIF Act, the Interlocal Act and the Constitution of the State of Mississippi.

**SECTION 3.** Pursuant to the TIF Act and the Interlocal Act, the Governing Body, acting for and on behalf of the County, hereby authorizes the County to enter into the Amended Interlocal Agreement with the City.

**SECTION 4.** The form of the Amended Interlocal Agreement in the form submitted to this meeting and attached hereto as Exhibit A, shall be, and the same hereby is, approved in substantially said form. The President and the Clerk of the Governing Body are hereby authorized and directed to execute and deliver the Amended Interlocal Agreement on behalf of the County with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

**SECTION 5.** If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other

provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Supervisor \_\_\_\_\_ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Brent Larson voted:	_____
Supervisor Larry Gillespie voted:	_____
Supervisor David Rikard voted:	_____
Supervisor Chad McLarty voted:	_____
Supervisor Mike Roberts voted:	_____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this 15<sup>th</sup> day of May, 2023.

(SEAL)

\_\_\_\_\_  
President of the Board of Supervisors of  
Lafayette County, Mississippi

\_\_\_\_\_  
Clerk of the Board of Supervisors of  
Lafayette County, Mississippi

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**EXHIBIT A**

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**

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**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**

**by and between**

**CITY OF OXFORD, MISSISSIPPI**

**and**

**LAFAYETTE COUNTY, MISSISSIPPI**

**Dated as of May 16, 2023**

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**THIS AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**, is made and entered into as of May 16, 2023 (this "Agreement"), by and between the City of Oxford, Mississippi (the "City"), a body politic of the State of Mississippi (the "State"), and Lafayette County, Mississippi (the "County"), a body politic of the State;

**WITNESSETH:**

**WHEREAS**, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act"), local governmental units (as defined in the Interlocal Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

**WHEREAS**, Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act authorize the City and the County to enter into an interlocal cooperation agreement and to agree to pledge certain sales and ad valorem taxes payable to both the City and the County in order to pay debt service on tax increment financing bonds issued by the City pursuant to the TIF Act in connection with such a redevelopment project; and

**WHEREAS**, MFM Development, LLC, a Mississippi limited liability company, and its affiliates, including any successors and/or assigns thereto (the "Developer"), is in the process of developing approximately 88 acres in the City and the County in the City into a commercial development to include uses such as offices, retail and restaurants which development is to be known as "Colonnade Crossing" (the "Project"), as depicted on Exhibit A hereto and incorporated herein by this reference thereto (the "TIF District"); and

**WHEREAS**, the Developer has requested the City to issue its tax increment financing bonds (the "Bonds"), in one or more taxable or tax-exempt series, pursuant to the TIF Act in a principal amount of not to exceed Six Million Six Hundred Thousand Dollars (\$6,600,000), in order to finance the cost of the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include the construction of improvements to Mississippi Highway 30/Molly Barr Road and on and off ramps to Highway 7 (as set forth on Exhibit B, or as ultimately approved by the Mississippi Department of Transportation ("MDOT") and the City and referred to herein as the "Highway Improvements") including the installation, rehabilitation and/or relocation of utilities such as water, electrical and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively with the Highway Improvements, the "Infrastructure Improvements"), which Infrastructure Improvements may be



constructed or installed within the TIF District or land adjacent to and serving the TIF District; and

**WHEREAS**, pursuant to the TIF Act and the Interlocal Act, the Bonds, if and when issued, will be secured by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District (the "City Ad Valorem Tax Increment"), and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax (the "City Sales Tax Increment" and together with the City Ad Valorem Tax Increment, the "City Tax Increment") and a pledge by the County of all of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" of the real and personal property comprising the TIF District (the "County Tax Increment" and together with the City Tax Increment, the "Tax Increment"); provided, however, that the County's participation shall be limited to the first Six Million Dollars (\$6,000,000) in Bonds; and

**WHEREAS**, the City and the County have approved the *Tax Increment Financing Plan for Colonnade Crossing, City of Oxford, Mississippi, October 2021, as Amended and Restated May 2023*; and

**WHEREAS**, the City and the County now desire to enter into this Agreement pursuant to the Interlocal Act and the TIF Act in order to, among other things, provide for (a) the issuance of the Bonds by the City in order to finance the costs of the Infrastructure Improvements, and (b) the pledge by the City and the County of the Tax Increment in order to secure and pay debt service on the Bonds.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. **The Bonds.** Pursuant to an Amended and Restated Development and Reimbursement Agreement, dated May 16, 2023, by and between the City and the Developer (the "Amended Development Agreement"), the City has agreed to issue the Bonds, from time to time, in one or more taxable or tax-exempt series, in the aggregate principal amount of not to exceed \$6,600,000, in order to finance the costs of the Infrastructure Improvements; provided, however, that the County will only participate in the first Six Million Dollars (\$6,000,000) in Bonds to be issued. The Bonds will be issued from time to time under and pursuant to the TIF Act, this Agreement, the Amended Development Agreement and resolutions of the Mayor and Board of Aldermen of the City (the "Governing Body"). The amount of the Bonds to be issued from time to time by the City shall be determined based upon the amount of debt which can be serviced with up to 75% of the actual and anticipated City Tax Increment necessary to service the debt on the Infrastructure Improvements and up to 75% of the actual and anticipated County Tax Increment necessary to service the debt on the costs of the Highway Improvements. No Bonds shall be issued until such time as the Infrastructure Improvements have been completed and enough of the Project is complete to generate sufficient Tax Increment to pay debt service on such Bonds.

2. **Term.** This Agreement shall be for the term of the Bonds; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on any series of the Bonds or any bonds subsequently issued to refund any series of the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein. The final maturity date of any series of the Bonds shall be no later than fifteen (15) years from the date of the issuance of the last series of Bonds by the City; provided, however, that the City's obligation to issue any Bonds terminates on November 16, 2031, which is ten (10) years from the dated date of the original Development Agreement.

3. **Purpose.** This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the development of the Project, the financing of the Infrastructure Improvements through the issuance of the Bonds and the provision of security for and the payment of debt service on the Bonds.

4. **Statutory Authority.** The City and the County are authorized by Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act to jointly exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement and are both local governmental units under the Interlocal Act and municipalities under the TIF Act.

5. **Administration.** This Agreement shall be administered as a joint undertaking of the City and the County. The creation of a separate entity is not required for the purposes of this Agreement. The City and the County authorize and direct the City, acting through its Governing Body, to (a) issue the Bonds, from time to time, in one or more series, to finance the costs of the Infrastructure Improvements and to pledge the Tax Increment for the payment of debt service on such Bonds as provided herein, (b) to reimburse itself and the Developer for advances made in connection with the installation and construction of the Infrastructure Improvements from the proceeds of the Bonds, (c) to enter into such agreements with the Developer and to do such other things in connection with the development of the Project and the installation and construction of the Infrastructure Improvements as it deems advisable, including, but not limited to, the review and approval of plans and specifications for the Project, without any further approval from the County, and (d) to use the Tax Increment to pay debt service on the Bonds.

6. **Pledge of the Tax Increment.** Pursuant to the TIF Act, the City is authorized to pledge the City Tax Increment and the County is authorized to pledge the County Tax Increment to secure and provide for the payment of the principal of, premium, if any, and interest on the Bonds. The City hereby agrees to pledge to the payment of the Bonds and the funding of a reserve fund, if any, in connection with a series of the Bonds (the "Reserve Fund"), the City Tax Increment, until the Bonds or any bonds subsequently issued to refund the Bonds are paid in full. The County hereby agrees to pledge to the payment of the Bonds and the funding of the Reserve Fund, if any, the County Tax Increment until the Bonds or any bonds subsequently issued to refund the Bonds are paid in full; provided, however, that the County Tax Increment may only be pledged to pay debt service on the first Six Million Dollars (\$6,000,000) in Bonds to be issued by the City. The County hereby authorizes the City to pledge in the documents pertaining to the issuance of the Bonds, the County Tax Increment for such period of time and subject to the limitations set forth herein.

7. **Collection and Deposit of the Tax Increment; Payment of the Bonds.** The City and the County shall each act as their own agent for collection of the Tax Increment. The City shall collect the City Ad Valorem Tax Increment and deposit it as provided herein. The City Sales Tax Increment will be collected and distributed to the City pursuant to a separate agreement between the City and the Mississippi Department of Revenue. The County Tax Collector shall collect the County Tax Increment and deposit it as provided herein. Collection of the City Tax Increment will commence upon the execution and delivery by the City of the Amended Development Agreement. Collection of the County's Tax Increment will commence upon the sale and issuance of any series of the Bonds for which the County Tax Increment is pledged and shall continue until all such Bonds are paid in full.

The City Tax Increment shall be deposited by the City Clerk into a special fund to be known as "Colonnade Crossing/City of Oxford Tax Increment Fund" (the "City Tax Increment Fund") which fund shall be held separate and apart from any and all other funds of the City. The County Tax Increment shall be deposited by the County Tax Collector into a special fund to be known as "Colonnade Crossing/Lafayette County Tax Increment Fund" (the "County Tax Increment Fund") which fund shall be held separate and apart from any and all other funds of the County.

Once any Bonds have been issued by the City, the City will timely, but no later than sixty (60) days prior to any interest payment date for such Bonds, invoice the County for the County's portion of the debt service due and owing on such Bonds and its pro rata share of any Reserve Fund as described below. The County will, no later than thirty (30) days prior to any interest payment date for such Bonds, pay to the City from the County Tax Increment Fund the amount then due and owing from the County for payment of debt service on such Bonds and its pro rata portion of any Reserve Fund. The City will then deposit the County Tax Increment as collected and the City Tax Increment transferred from the City Tax Increment Fund to the credit of the bond fund or bond funds for the Bonds (the "Bond Fund"). The City and/or each Paying and Transfer Agent for the Bonds (the "Paying and Transfer Agent"), as appropriate, will invest monies in each Bond Fund pursuant to the direction of the City and will disburse monies in the Bond Fund pursuant to the terms of the resolution or resolutions of the Governing Body under which the Bonds will be issued (the "Bond Resolution"). Any surplus Tax Increment not needed to fund the Bond Fund for each series of the Bonds outstanding will be deposited by the City on a pro rata basis to the credit of any Reserve Fund which is not fully funded until such time as all Reserve Funds for the Bonds outstanding have been fully funded.

In the event that there shall be any surplus in the City Tax Increment Fund and/or the County Tax Increment Fund on December 31 of any year in which the Bonds are outstanding and such surplus Tax Increment is not needed to fund a Reserve Fund for the Bonds, then such surplus Tax Increment may be disbursed to the benefit of the entity holding such funds to be used for any lawful purpose. At the time of payment in full of the Bonds, whether by maturity or redemption, any moneys remaining in the Reserve Fund shall be distributed to the City and the County based on the percentages of Tax Increment from the City and the County deposited to the Reserve Fund. Notwithstanding anything herein to the contrary, any amounts in the Reserve Fund shall first be used to pay any amounts owing on the Bonds on the last principal and interest payment date for the Bonds or to reimburse the Developer for costs of the Infrastructure Improvements as provided in the Amended Development Agreement.

8. **Investment of Funds.** The County shall direct the investment of amounts on deposit in the County Tax Increment Fund. The City shall direct the investment of amounts on deposit in funds held by the City or a Paying and Transfer Agent, including but not limited to, the City Tax Increment Fund, the Bond Fund and the Reserve Fund.

9. **Annual Certifications.** To the extent required by the TIF Act, the City and the County hereby agree that they will have their respective "clerks" as defined in the TIF Act annually provide the certification required by Section 21-45-21(2) of the TIF Act.

10. **Termination.** This Agreement shall terminate upon payment in full of the principal of, premium, if any, and interest on the Bonds issued by the City from time to time or any bonds subsequently issued to refund such Bonds, including the defeasance or redemption thereof.

11. **Amendment.** No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement. No such amendment shall in any way effect the security for and the payment of the Bonds.

12. **Miscellaneous.**

(a) The City and the County hereby agree that this Agreement shall not become effective until it has been approved by the Governing Body of the City, the Board of Supervisors of the County and the Attorney General of the State as required by Section 17-13-11 of the Interlocal Act and until it has been filed with the Chancery Clerk of the County and the Secretary of State of the State.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall inure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the County.

(i) Any capitalized terms or other terms used herein and not defined herein shall have the meanings ascribed to them in the Bond Resolution.

**Signature page to follow**

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the date set forth hereinabove with actual execution on the dates set forth in the acknowledgements hereto.

(SEAL)

**CITY OF OXFORD, MISSISSIPPI**

By \_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

(SEAL)

**LAFAYETTE COUNTY, MISSISSIPPI**

By \_\_\_\_\_  
President of the Board of Supervisors

ATTEST

\_\_\_\_\_  
Clerk of the Board of Supervisors

69038990.v1

**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 May, 2023, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, and that for and on behalf of said city and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said city so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**STATE OF MISSISSIPPI**

**COUNTY OF LAFAYETTE**

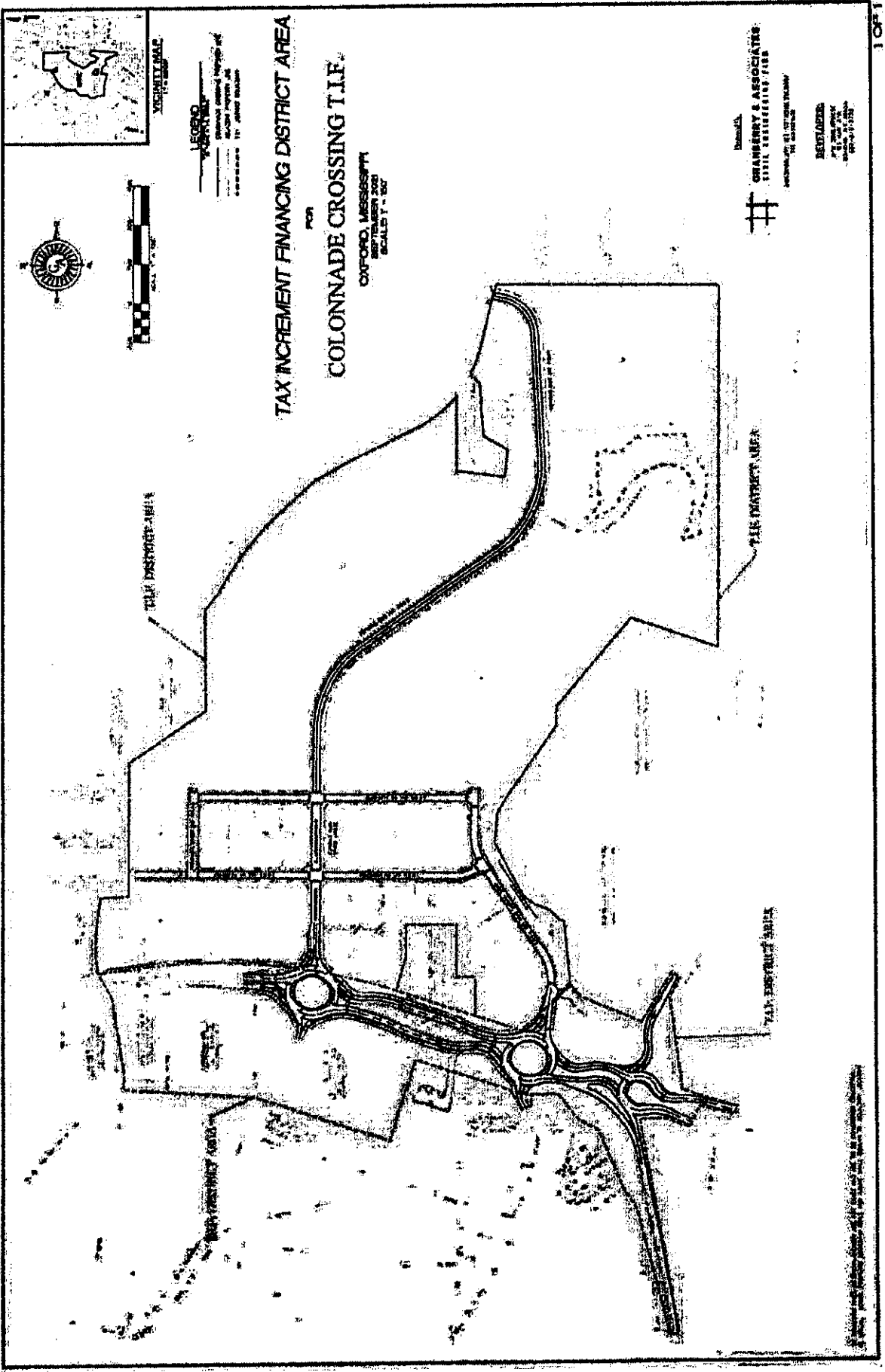
Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of May, 2023, within my jurisdiction, the within named Mike Roberts and Sherry Wall, respectively, who acknowledged they are the President and Clerk of the Board of Supervisors of Lafayette County, Mississippi, respectively, and that for and on behalf of said county and as its act and deed, they executed the above and foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after first having been duly authorized by said county so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT A**  
**TIF DISTRICT**



TAX INCREMENT FINANCING DISTRICT AREA

COLONNADE CROSSING T.I.F.

Oxford, Mississippi

September 2003

Scale 1" = 500'

CHAMBERLAIN & ASSOCIATES

CIVIL ENGINEERING FIRM

1001

1001

## **EXHIBIT B**

### **INFRASTRUCTURE IMPROVEMENTS**

The Infrastructure Improvements shall consist of the construction of improvements to Mississippi Highway 30/Molly Barr Road and on and off ramps to Highway 7 (as set forth on the Map attached as Exhibit B-1, or as ultimately approved by MDOT and the City), including the installation, rehabilitation and/or relocation of utilities such as water (Exhibit B-2), electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters; signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs.

**(Maps Attached)**

