

**\*\*\*\*\*AT THIS TIME SYLVIA BAKER BROUGHT BEFORE THE BOARD A PROPOSAL FROM WES KNIGHT & ASSOCIATES FOR TAX APPRAISER. NO ACTION WAS TAKEN\*\*\*\*\***

**\*\*\*\*\*AT THIS TIME LISA CARWYLE BROUGHT BEFORE THE BOARD A DISCUSSION ON AUDIO/VISUAL SYSTEM IN COURTHOUSE. NO ACTION WAS TAKEN\*\*\*\*\***

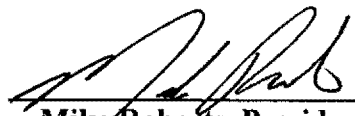
**ORDER: AUTHORIZE CONTRACTS FOR PURCHASE AND TEMPORARY CONSTRUCTION EASEMENTS FOR LANDOWNERS JERRY AND BRENDA FRANKLIN, AND STACY FRANKLIN FOR WEST OXFORD LOOP PHASE II**

Motion was made by David Rikard, duly seconded by Chad McLarty, to authorize contracts for purchase and temporary construction easements from landowners Jerry and Brenda Franklin and Stacy Franklin for West Oxford Loop Phase II.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, absent  
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 17<sup>th</sup> day of July, 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 17<sup>th</sup> day of July 2023 (the "Contract"), Jerry and Brenda Franklin ("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 \$36,414.00 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 and temporary construction easement.

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

- (a) a Warranty Deed and Temporary Construction Easement prepared by the Buyer at the Buyer's expense.
- (b) all other documents that may be necessary or reasonably requested by the County.

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 they know 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.

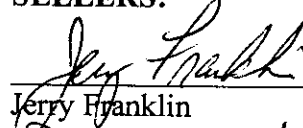
**BUYER:**

**Lafayette County, Mississippi**



By: Mike Roberts, President

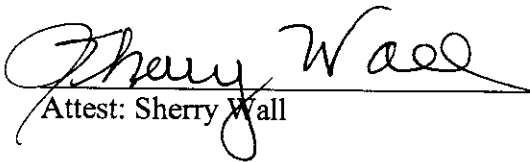
**SELLERS:**



Jerry Franklin



Brenda Franklin



Attest: Sherry Wall



FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

2023 SEP 20 AM 11:47

CHANCERY CLERK

BY DC

*AB*



*Sherry G. Hall* Chancery Clerk  
Instrument 2023 - 7408  
Filed/Recorded 9/20/2023 11:48 A  
3 Pages Recorded  
Lafayette County, Mississippi

**Grantor and Address:**

Jerry & Brenda Franklin  
30A PR 1034  
Oxford, MS. 38655  
(662) 832-4204

**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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 hereinafter named Jerry Franklin, and wife, Brenda M. Franklin, Grantors herein, hereby grant, bargain and convey 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:

**Description:** A 1.68 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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 2,812.35 feet north of and 562.92 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 50.00 feet right of and perpendicular to the centerline of survey station no. 294+00.00; run thence N 88°43'44" W for a distance of 413.28 feet along said proposed south right-of-way line to a 1/2" rebar set at said existing west property line; said 1/2" rebar set being 50.00 feet right of and perpendicular to the centerline of survey station no. 289+86.72; run thence N 61°27'12" E for a distance of 201.11 feet along said existing west property line and leaving said proposed south right-of-way line to a 1/2" rebar set on said proposed north right-of-way line; said 1/2" rebar set being 50.00 feet left of and perpendicular to the centerline of survey station no. 291+61.20; run thence S 88°43'44" E for a distance of 313.80 feet along said proposed north right-of-way line and leaving said existing west property line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet left of and perpendicular to the centerline of survey station no. 294+75.00; run thence N 79°22'57" E for a distance of 97.08 feet along said proposed north right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 70.00 feet left of and perpendicular to the centerline of survey station no. 295+70.00; run thence S 88°43'44" E for a distance of 40.00 feet along said proposed north right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 70.00 feet left of and perpendicular to the centerline of survey station no. 296+10.00; run thence S 01°16'16" W for a distance of 20.00 feet along said proposed north right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet left of and perpendicular to the centerline of survey station no. 296+10.00; run thence S 88°43'44" E for a distance of 143.73 feet along said proposed north right-of-way line to a 1/2" rebar set on said existing east property line; said 1/2" rebar set being 50.00 feet left of and perpendicular to the centerline of survey station no. 297+53.73; run thence S 00°12'50" W for a distance of 100.02 feet leaving said proposed north right-of-way line and along said existing east property line to a 1/2" rebar set on said proposed south right-of-way line; said 1/2" rebar set being 50.00 feet right of and perpendicular to the centerline of survey station no. 297+55.58; run thence N 88°43'44" W for a distance of 80.58 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 50.00 feet right of and perpendicular to the centerline of survey station no. 296+75.00; run thence S 78°01'51" W for a distance of 87.32 feet along said proposed south right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 70.00 feet right of and perpendicular to the centerline of survey station no. 295+90.00; run thence N 88°43'44" W for a distance of 40.00 feet along said proposed south right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 70.00 feet right of and perpendicular to the centerline of survey station no. 295+50.00; run thence N 81°08'03" W for a distance of 151.33 feet along said proposed south right-of-way line to the point of beginning, containing 1.68 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 17<sup>th</sup> day of July, 2023.

Jerry Franklin  
Jerry Franklin

Brenda M. Franklin  
Brenda M. Franklin

#### Acknowledgement

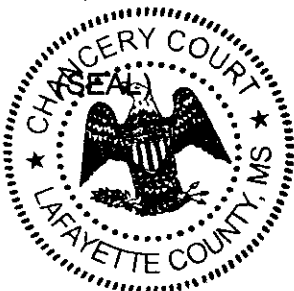
THE STATE OF MISSISSIPPI  
THE COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named **Jerry Franklin and Brenda M. Franklin**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed, signed, and delivered the foregoing instrument on the day and year therein mentioned as their free act and deed for the consideration and purposes therein mentioned.

Given under my hand this, the 17<sup>th</sup> day of July, 2023.

Sherry Waco  
NOTARY

My Commission Expires: 1/2/2024





FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

2023 SEP 20 AM 11:47

CHANCERY CLERK



*Sherry J. Wall* Chancery Clerk  
Instrument 2023 - 7409  
Filed/Recorded 9/20/2023 11:51 A  
5 Pages Recorded  
Lafayette County, Mississippi

BY DC. AB

**Grantor and Address:**

Jerry & Brenda Franklin  
30A PR 1034  
Oxford, MS. 38655  
(662) 832-4204

**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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 hereinafter named Jerry Franklin, and wife, Brenda M. Franklin, Grantors herein, hereby grant a temporary construction easement on 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:

**Tract 1:** A 0.27 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 in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 2,812.35 feet north of and 562.92 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 50.00 feet right of and perpendicular to the centerline of survey station no. 294+00.00; run thence S 81°08'03" E for a distance of 60.53 feet along said proposed south right-of-way line to a point; said point being 58.00 feet right of and perpendicular to the centerline of survey station no. 294+60.00; run thence S 85°12'23" W for a distance of 160.90 feet leaving said proposed south right-of-way line to a point; said point being 75.00 feet right of and perpendicular to the centerline of survey station no. 293+00.00; run thence S 63°11'55" W for a distance of 85.00 feet to a point; said point being 115.00 feet right of and perpendicular to the centerline of survey station no. 292+25.00; run thence N 88°43'44" W for a distance of 50.00 feet to a point; said point being 115.00 feet right of and perpendicular to the centerline of survey station no. 291+75.00; run thence N 01°16'16" E for a distance of 35.00 feet to a point; said point being 80.00 feet right of and perpendicular to the centerline of survey station no. 291+75.00; run thence N 73°47'51" W for a distance of 77.62 feet to a point; said point being 60.00 feet right of and perpendicular to the centerline of survey station no. 291+00.00; run thence N 88°43'44" W for a distance of 100.00 feet to a point; said point being 60.00 feet right of and perpendicular to the centerline of survey station no. 290+00.00; run thence S 79°57'41" W for a distance of 48.14 feet to a point on said existing west property line; said point being 69.44 feet right of and perpendicular to the centerline of survey station no. 289+52.80; run thence N 61°27'12" E for a distance of 39.10 feet along said existing west property line to a 1/2" rebar set on said proposed south right-of-way line; said 1/2" rebar set being 50.00 feet right of and perpendicular to the centerline of survey station no. 289+86.72; run thence S 88°43'44" E for a distance of 413.28 feet along said proposed south right-of-way line to the point of beginning, containing 0.27 acres, more or less.

**Tract 2:** A 0.13 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 in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 north right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2); said proposed right-of-way marker being 2,910.66 feet north of and 640.12 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 50.00 feet left of and perpendicular to the centerline of survey station no. 294+75.00; run thence N 88°43'44" W for a distance of 275.00 feet along said proposed north right-of-way line to a point; said point being 50.00 feet left of and perpendicular to the centerline of survey station no. 292+00.00; run thence N 82°44'26" E for a distance of 101.12 feet leaving said proposed north right-of-way line to a point; said point being 65.00 feet left of and perpendicular to the centerline of survey station no. 293+00.00; run thence N 69°28'11" E for a distance of 53.85 feet to a point; said point being 85.00 feet left of and perpendicular to the centerline of survey station no. 293+00.00; run thence S 88°57'00" E for a distance of 50.61 feet to a point; said point being 85.00 feet left of and perpendicular to the centerline of survey station no. 294+00.00; run thence S 01°16'16" W for a distance of 20.00 feet to a point; said point being 65.00 feet left of and perpendicular to the centerline of survey station no. 294+00.00; run thence N 89°35'12" E for a distance of 170.07 feet to a proposed right-of-way marker on said proposed north right-of-way line; said proposed right-of-way marker being 70.00 feet left of and perpendicular to the centerline of survey station no. 295+70.00; run thence S 79°22'57" W for a distance of 97.08 feet along said proposed north right-of-way line to the point of beginning, containing 0.13 acres, more or less.

**Tract 3:** A 0.28 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 in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 1/2" rebar set on said proposed north right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2) and on said existing east property line; said 1/2" rebar set being 2,904.48 feet north of and 918.79 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 point being 50.00 feet left of and perpendicular to the centerline of survey station no. 297+53.73; run thence N 88°43'44" W for a distance of 143.73 feet along said proposed north right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet left of and perpendicular to the centerline of survey station no. 296+10.00; run thence N 01°16'16" E for a distance of 20.00 feet along said proposed north right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 70.00 feet left of and perpendicular to the centerline of survey station no. 296+10.00; run thence N 29°20'37" E for a distance of 85.00 feet leaving said proposed north right-of-way line to a point; said point being 145.00 feet left of and perpendicular to the centerline of survey station no. 296+50.00; run thence S 88°43'44" E for a distance of 101.98 feet to a point on said existing east property line; said point being 145.00 feet left of and perpendicular to the centerline of survey station no. 297+51.98; run thence S 00°12'50" W for a distance of 95.02 feet along said existing east property line to the point of beginning, containing 0.28 acres, more or less.

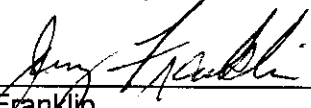
**Tract 4:** A 0.02 acre, more or less parcel of land to be used for Temporary Construction Easement for the Proposed Project State Earmark Project No. SEMP-36(2); said parcel being located in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 8 South, Range 3 West in Lafayette County, Mississippi and being more particularly described as follows:

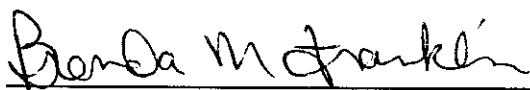
Begin at a 1/2" rebar set on said proposed south right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2) and on said existing east property line; said 1/2" rebar set being 2,804.46 feet

north of and 918.41 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 1/2" rebar set being 50.00 feet right of and perpendicular to the centerline of survey station no. 297+55.58; run thence S 00°12'50" W for a distance of 4.44 feet leaving said proposed south right-of-way line and along said existing east property line to a point; said point being 54.43 feet right of and perpendicular to the centerline of survey station no. 297+55.58; run thence S 85°33'38" W for a distance of 55.94 feet leaving said existing east property line to a point; said point being 60.00 feet right of and perpendicular to the centerline of survey station no. 297+00.00; run thence N 88°43'44" W for a distance of 67.50 feet to a point on said proposed south right-of-way line; said point being 60.00 feet right of and perpendicular to the centerline of survey station no. 296+32.50; run thence N 78°01'51" E for a distance of 43.66 feet along said proposed south right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet right of and perpendicular to the centerline of survey station no. 296+75.00; run thence S 88°43'44" E for a distance of 80.58 feet along said proposed south right-of-way line to the point of beginning, containing 0.02 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 17 day of July, 2023.

  
\_\_\_\_\_  
Jerry Franklin

  
\_\_\_\_\_  
Brenda M. Franklin

### Acknowledgement

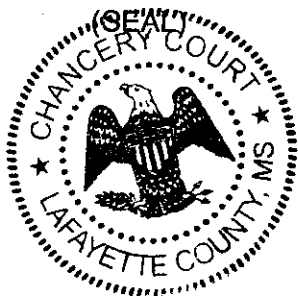
THE STATE OF MISSISSIPPI  
THE COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named **Jerry Franklin and Brenda M. Franklin**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed, signed, and delivered the foregoing instrument on the day and year therein mentioned as their free act and deed for the consideration and purposes therein mentioned.

Given under my hand this, the 17<sup>th</sup> day of July, 2023.

Sherry Wale  
NOTARY

My Commission Expires: 1/2/2024



## CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

BY THIS CONTRACT, entered into this the 17 day of July, 2023 (the "Contract"), Stacy Franklin ("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:**

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**2. PURCHASE PRICE:** The consideration for the conveyance and sale of the Property shall be \$33,329.50 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 Seller 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.

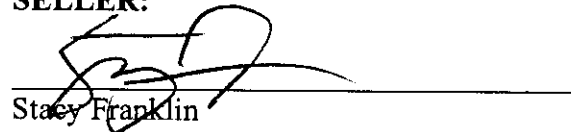
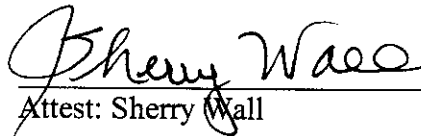
**BUYER:**

**Lafayette County, Mississippi**



By: Mike Roberts, President

**SELLER:**

  
Stacy Franklin  
Attest: Sherry Wall

FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

2023 SEP 20 AM 11:48

CHANCERY CLERK

BY DC AB



*Sherry J. Wall* Chancery Clerk  
Instrument 2023 - 7410  
Filed/Recorded 9/20/2023 11:53 A  
3 Pages Recorded  
Lafayette County, Mississippi

**Grantor and Address:**

Stacy Franklin  
P.O. Box 933  
Oxford, MS. 38655  
(662) 234-4204

**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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 hereinafter named STACY FRANKLIN, Grantor herein, hereby 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:

**Description:** A 1.44 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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 north right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2); said proposed right-of-way marker being 2,927.78 feet north of and 995.59 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 left of and perpendicular to the centerline of survey station no. 298+30.00; run thence N 88°20'19" E for a distance of 97.68 feet along said proposed north right-of-way line to a proposed right-of-way marker and the beginning of a circular curve to the right; said proposed right-of-way marker being 80.00 feet left of and radial to the centerline of survey station no. PC 299+27.66; run thence along said circular curve to the right for an arc length of 273.69 feet, a chord bearing of S 82°56'05" E, a chord length of 273.23 feet, and a radius of 1,353.23 feet, along said proposed north right-of-way line to a 1/2" rebar set at the end of said curve and on said existing east property line; said 1/2" rebar set being 80.00 feet left of and radial to the centerline of survey station no. 301+85.18; run thence S 01°01'20" W for a distance of 153.68 feet leaving said proposed north right-of-way line and along said existing east property line to a 1/2" rebar set on said proposed south right-of-way line and the beginning of a circular curve to the left; said 1/2" rebar set being 70.00 feet right of and radial to the centerline of survey station no. 302+18.53; run thence along said circular curve to the left for an arc length of 274.88 feet, a chord bearing of N 82°11'03" W, a chord length of 274.28 feet, and a radius of 1,203.24 feet, along said proposed south right-of-way line and leaving said existing east property line to a proposed right-of-way marker at the end of said curve; said proposed right-of-way marker being 70.00 feet right of and radial to the centerline of survey station no. PC 299+27.66; run thence N 88°43'44" W for a distance of 27.66 feet along said proposed south right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 70.00 feet right of and perpendicular to the centerline of survey station no. 299+00.00; run thence N 77°25'08" W for a distance of 101.98 feet along said proposed south right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet right of and perpendicular to the centerline of survey station no. 298+00.00; run thence N 88°43'44" W for a distance of 44.42 feet along said proposed south right-of-way line to a 1/2" rebar set on said existing west property line; said 1/2" rebar set being 50.00 feet right of and perpendicular to the centerline of survey station no. 297+55.58; run thence N 00°12'50" E for a distance of 100.02 feet along said existing west property line and leaving said proposed south right-of-way line to a 1/2" rebar set on said proposed north right-of-way line; said 1/2" rebar set being 50.00 feet left of and perpendicular to the centerline of survey station no. 297+53.73; run thence S 88°43'44" E for a distance of 76.27 feet along said proposed north right-of-way line and leaving said existing west property line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet left of and perpendicular to the centerline of survey station no. 298+30.00; run thence N 01°16'16" E for a distance of 25.00 feet along said proposed north right-of-way line to the point of beginning, containing 1.44 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 17 day of July, 2023.

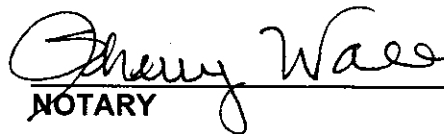
  
Stacy Franklin

### 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 **Stacy Franklin**, 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 17th day of July, 2023.

  
NOTARY

My Commission Expires: 1/2/2024



FILED  
STATE OF MISSISSIPPI  
LAFAYETTE COUNTY

2023 SEP 20 AM 11:48

CHANCERY CLERK

BY DC AB



*Sherry G. Wall* Chancery Clerk  
Instrument 2023 - 7411  
Filed/Recorded 9/20/2023 11:54 A  
4 Pages Recorded  
Lafayette County, Mississippi

**Grantor and Address:**

Stacy Franklin  
P.O. Box 933  
Oxford, MS. 38655  
(662) 234-4204

**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 Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 hereinafter named STACY FRANKLIN, 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:

**Tract 1:** A 0.22 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 in

the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 north right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2); said proposed right-of-way marker being 2,927.78 feet north of and 995.59 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 left of and perpendicular to the centerline of survey station no. 298+30.00; run thence S 01°16'16" W for a distance of 25.00 feet along said proposed north right-of-way line to a proposed right-of-way marker; said proposed right-of-way marker being 50.00 feet left of and perpendicular to the centerline of survey station no. 298+30.00; run thence N 88°43'44" W for a distance of 76.27 feet along said proposed north right-of-way line to a 1/2" rebar set on said existing west property line; said 1/2" rebar set being 50.00 feet left of and perpendicular to centerline of survey station no. 297+53.73; run thence N 00°12'50" E for a distance of 95.02 feet leaving said proposed north right-of-way line and along said existing west property line to a point; said point being 145.00 feet left of and perpendicular to the centerline of survey station no. 297+51.98; run thence S 88°43'44" E for a distance of 48.02 feet to a point; said point being 145.00 feet left of and perpendicular to the centerline of survey station no. 298+00.00; run thence S 61°44'45" E for a distance of 143.26 feet to a proposed right-of-way marker on said proposed north right-of-way line; said proposed right-of-way line being 80.00 feet left of and perpendicular to the centerline of survey station no. PC 299+27.66; run thence S 88°20'19" W for a distance of 97.68 feet along said proposed north right-of-way line to the point of beginning, containing 0.22 acres, more or less.

**Tract 2:** A 0.01 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 in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 2,803.47 feet north of and 962.83 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 50.00 feet right of and perpendicular to the centerline of survey station no. 298+00.00; run thence S 85°33'39" W for a distance of 44.56 feet leaving said proposed south right-of-way line to a point on said existing west property line; said point being 54.43 feet right of and perpendicular to the centerline of survey station no. 297+55.66; run thence N 00°12'50" E for a distance of 4.44 feet along said existing west property line to a 1/2" rebar set on said proposed south right-of-way line; said 1/2" rebar set being 50.00 feet right of and perpendicular to the centerline of survey station no. 297+55.58; run thence S 88°43'44" E for a distance of 44.42 feet leaving said existing west property line and along said proposed south right-of-way line to the point of beginning, containing 0.01 acres, more or less.

**Tract 3:** A 0.03 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 in

the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 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 point on said proposed south right-of-way line of the Proposed Project State Earmark Project No. SEMP-36(2) and the beginning of a circular curve to the right; said point being 2,762.11 feet north of and 1,275.39 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 point being 70.00 feet right of and radial to the centerline of survey station no. 301+25.00; run thence along said circular curve to the right for an arc length of 47.25 feet, a chord bearing of S 78°43'25" E, a chord length of 47.25 feet, and a radius of 1,203.24 feet, along said proposed south right-of-way line to a point at the end of said curve; said point being 70.00 feet right of and radial to the centerline of survey station no. 301+75.00; run thence S 12°24'05" W for a distance of 25.00 feet leaving said proposed south right-of-way line to a point; said point being 95.00 feet right of and radial to the centerline of survey station no. 301+75.00; run thence N 78°43'25" W for a distance of 46.27 feet to a point; said point being 95.00 feet right of and radial to the centerline of survey station no. 301+25.00; run thence N 10°09'05" E for a distance of 25.00 feet to the point of beginning, containing 0.03 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 17<sup>th</sup> day of July, 2023.

  
Stacy Franklin

#### 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 **Stacy Franklin**, 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 17<sup>th</sup> day of July, 2023.

Sherry Wace  
NOTARY

My Commission Expires: 1/2/2024

