

**ORDER: AUTHORIZE ACQUISITION OF QUITCLAIM DEED (INSTRUMENT NUMBER 20195773) FROM AVATAR, LLC FOR ITS INTEREST DERIVED FROM TAX SALE AND TAX DEED, INSTRUMENT NUMBER 2019-5386, REGARDING PRIVATE ROADS IN HOLIDAY HILLS SUBDIVISION NOT DEEDED TO LAFAYETTE COUNTY IN INSTRUMENT NUMBER 201301757, IN THE AMOUNT OF \$520**

Motion was made by Kevin Frye, duly seconded by Chad McLarty, to authorize acquisition of Quitclaim Deed (Instrument Number 20195773), from Avatar, LLC for its interest derived from tax sale and tax deed, Instrument Number 2019-5386, regarding private roads in Holiday Hills Subdivision not deeded to Lafayette County in Instrument Number 201301757, in the amount of \$520.00.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes  
Supervisor Jeff Busby, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 1<sup>st</sup> day of July, 2019.

  
Jeff Busby, President

  
Sherry Wall, Chancery Clerk

## OFFER FOR THE PURCHASE AND SALE OF REAL ESTATE

**Purchaser:** Lafayette County  
P.O. Box 1240  
Oxford, MS 38655  
Phone: 662.832.5054

**Seller:** Avatar, LLC  
c/o SKL Investments, Inc.  
P.O. Box 7  
Lauderdale, MS 39335  
Phone 601.679.7584

Avatar LLC, a Mississippi Limited Liability Company c/o SKL Investments Inc., a Mississippi Corporation ("Seller") agrees to sell and Lafayette County ("Purchaser") agrees to purchase the Seller's interest (if any) in real property located in Lafayette County, Mississippi, and more particularly described, to wit:

**PARCEL NO. 061W-01-029.07 PPIN NO: 35279**  
**PT PRIVATE ROAD HOLIDAYS HILLS S/D (ALL ROADS, LANES & COVES NOT**  
**DEEDED TO COUNTY IN INST 201301757 B 480 P 222 08/20/1999**  
**LAFAYETTE COUNTY, MISSISSIPPI**

**CONVEYANCE:** Seller has secured an interest in said property by purchase of the property described above at public auction conducted by the Tax Collector of Lafayette County, Mississippi, on the last Monday August 2016, and the failure of property owner(s) to redeem said property by payment of said tax and interest within two years from the date of said sale resulting in the transfer of title of said property to Seller by operation of law (Section 27-45-23, Mississippi Code of 1972) and by virtue of issuance of the Tax Deed by the Clerk of Lafayette, Mississippi. The Seller will convey any and all interest in the 2015 Lafayette County property tax and tax deed by quitclaim deed with no warranties accompanying the conveyance. Quitclaim deed will be conveyed as indicated above ("Purchaser") any corrections, changes, or additions to the conveyance must be received in writing from the Purchaser.

**TAXES:** Seller will pay the 2016, 2017, and 2018 Lafayette County property taxes. The Seller is not responsible for any other tax and/or fees due Lafayette County, municipality, and/or any other entity. Seller reserves the right to pay any and all taxes not included and add to the purchase price all amounts paid for taxes plus 10% interest not included in contract if said tax is not paid by purchaser before the date of maturity.

**PURCHASE PRICE:** The purchase price is only \$520.00 to be paid in a lump sum on/or before July 12, 2019.

### PURCHASER ACKNOWLEDGES THE FOLLOWING:

Payment shall be deemed to be made when Seller receives and accepts certified funds and a fully executed (signed) offer. If certified funds and signed offer are not received and accepted on/or before, the above mentioned due date, this offer is a nullity at seller's option.

Upon receipt of final payment, Seller will request the tax deed from the Clerk of said City/County. Upon the request it normally takes 4-6 weeks for delivery. However, this is only an estimate and the deed may take longer to arrive. No refund will be allowed based on a delay in receiving the deed. Once a tax deed is received Seller will issue a Quitclaim deed to Purchaser with no warranties accompanying the conveyance. The Purchaser agrees that Seller shall not be responsible for confirming title acquired via the tax deed. The Purchaser affirms that it will make arrangements and bear all cost, expenses, and/or attorney's fee to confirm and quiet title pursuant to the tax deed.

All offers are on a first come first serve basis only; until signed offer and certified funds have been received and accepted (deposited), Seller reserves the right to withdraw the proposed sale at any time. This offer is not binding until executed (signed) by both the Seller and Purchaser and the agreed amount is received and accepted. All tax deed properties are sold "as is" and "where is." All sales are final. This property was acquired through a tax sale. As such, Seller's interest is subject to being terminated. If Seller's interest is terminated, Purchaser agrees to vacate the property, and all money received will be considered rent and no refund will be given. Additionally, until all funds called for by this agreement are received, all partial payments shall be deemed rent, and if Purchaser does not make all payments required herein, Seller shall be entitled to evict Purchaser upon termination of this agreement. Grantor does hereby except and reserve, all interest if any in and to all oil, gas, lignite (including methane gas that is a by-product of lignite), coal, and other minerals owned by them in, on, and under said property.

**NON-ASSIGNMENT:** Purchaser agrees neither to assign nor sublet its interests in the property prior to the payment of the Purchase Price without the written consent of Seller.

**AGREEMENT OF PARTIES:** This offer incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party not contained herein. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party has read and understands this offer. The provisions of this offer shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto (gender and number, as herein used, shall be changed as the context may require). Each party hereby acknowledges receipt of a duplicate original hereof.

**ATTORNEY'S FEES:** In the event any litigation between the parties hereto with respect to any rights or obligations hereunder, the Purchaser shall pay to the Seller all costs, expenses and reasonable attorney's fees (including all reasonable attorney's fees and court costs and other expenses at trial and appellate levels) incurred therein by the Seller, which costs, expenses and reasonable attorney's fees shall be included in, and as a part of, any judgment rendered or settlement in such litigation.

**IMPROVEMENTS:** The Purchaser acknowledges the risk inherent in a tax sale and has been advised that the County may void the sale as it relates to the property, or other circumstances may arise through which the Seller may not be provided a tax deed. Purchaser has been advised to not make improvements to the property until such time as it has confirmed its title pursuant to a tax deed and quitclaim deed from the Seller. Should the Purchaser make improvements to the property, it does so at its own risk, and Purchaser agrees that it will not be entitled to recover the value of any improvements made to the property from the Seller should the Purchaser be required to vacate the property. Until the Purchase Price has been paid in full, Purchaser shall have no right to cut, harvest, or otherwise dispose of any timber located on the property or take any other action that may diminish the fair market value of the property. If timber is cut, harvested, sold or otherwise of which disposed or any action is taken through which the fair market value of the property is diminished, Purchaser shall be liable for any and all damages related thereto, including Seller's attorney's fees.

**INSURANCE:** Seller is under no duty to provide and will not provide insurance covering the property. Purchaser shall be responsible for any and all insurance from and after the date Purchaser occupies the property.

**LIABILITY:** Purchaser releases, acquits and forever discharges Seller, and all of their predecessors in interest and all of its past and present officers, directors, attorneys, affiliates, employees and agents, of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions, misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts, compensation, contracts, controversies, promises, damages, costs, attorneys' fees, losses and expenses, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length that Purchaser hereunder now has or may acquire as of the date Purchaser has executed and delivered this Agreement to Seller.

**INDEMNITY:** In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Purchaser agrees to defend, indemnify and hold harmless Seller, and their Officers, directors, agents, employees, and attorneys separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with this Offer for the Purchase and Sale of Real Estate whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Purchaser's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Purchaser's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

PURCHASER:

SELLER:

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
/Date

\_\_\_\_\_  
Seller's Office Representative

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
/DATE

\_\_\_\_\_  
Date

**CERTIFIED FUNDS AND SIGNED OFFER MUST BE RECEIVED ON/BEFORE DUE DATE OR OFFER IS VOID**