

RESOLUTION AUTHORIZING STORMWATER MANAGEMENT EASEMENT

WHEREAS, the Madison County Board of Supervisors is concerned about stormwater flooding issues that regularly occur on public roads and right of way near the Magnolia Heights subdivision in Madison County, MS; and

WHEREAS, local citizens have made presentations in board meetings concerning damages to homes and private properties as a direct result of stormwater flooding in and near Magnolia Heights subdivision; and

WHEREAS, the board directed its county engineer to conduct a review of the flooding issues to determine whether any reasonable actions could and should be taken to mitigate said stormwater flooding, and to ensure public safety in the area by reducing the risks of flooding; and

WHEREAS, in consideration thereof, the county engineer discovered that a portion of two parcels near the Magnolia Heights subdivision contain "low areas" that fill with water when the normal outflow of water is blocked by debris or animals, and that the pipes and culverts installed to manage the outflow of the water in the area cannot work properly when blocked by debris, high grasses and obstructions; and

WHEREAS, the county engineer recommends regular maintenance and cleaning by the county of the "low areas" to clean remove debris, high grasses and other obstructions that prevent the normal outflow of water in the area; and

WHEREAS, as the two parcels are privately owned, the county requires regular access to the "low areas" by means of a "maintenance easement" wherein the county would agree to maintain portions of the parcels that serve as the proximate cause of flooding in the Magnolia Heights area, and to the adjacent public roads and rights of way.

THEREFORE, BE IT RESOLVED, that in furtherance of, and as a means to ensure the public benefit of reducing, mitigating, and preventing stormwater flooding in the Magnolia Heights area, it is Resolved that the Madison County Board of Supervisors should authorize and approve a "stormwater easement" enabling the county to have access to two parcels of private property, for the purposes of cleaning and removing debris, high grasses, and all obstructions to the normal outflow of stormwater, which cause flooding and flooding damage to homes and properties, in the area of the Magnolia Heights subdivision.

BE IT FURTHER RESOLVED, that said "maintenance easement" shall be executed at no cost to the county, and filed of record by the Chancery Clerk once all approvals and signatures have been obtained.

Pursuant to Motion made by Supervisors _____, seconded by Supervisor _____, the recorded vote was taken thusly:

GRANT OF STORMWATER MANAGEMENT EASEMENT AND RIGHT-OF-WAY

STATE OF MISSISSIPPI

COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, the GRANTORS:

Carolyn Roberts

144 St. Charles Ave.

Flora, MS 39071

Parcel: 061I-29C-006/03.00

Section 29

Township 09N

Range 01W

and

Mark Thomas Jordan

198 Ratliff Road

Madison, MS 39110

Parcel: 0611-30-012/02.00

Section 30

Township 09N

Range 01W

TO HAVE AND TO HOLD said easement and right-of-way relating to the above specified parcels, together with the rights and privileges pertinent to their proper use and benefits forever by Madison County,

AND the Grantors, for themselves, their heirs and assigns, covenant and agree with Madison County, pursuant to the following terms and conditions:

CONDITIONS TO MAINTENANCE EASEMENT

1. That the County, shall always have a right to enter said easement and right-of-way for the purpose of cleaning, maintaining, monitoring, repairing, and removing debris, high grasses, and/or any obstructions serving to block or impede the natural outflow of waters from portions of the parcels recorded herein.
2. That the maintenance easement shall be given freely by the Grantors at no compensation or for zero purchase-consideration by Madison County.
3. That the Grantors, their successors and assigns can rescind this Stormwater Management Easement and Right-or-Way by providing sixty-days (60 days) notice to the County.
4. That Madison County can unilaterally terminate its responsibilities under the maintenance easement upon sixty-days (60-days) notice to the parcel owners herein;
5. That the parcel owners herein shall do nothing to frustrate, impede, or interfere with the County's work to prevent, reduce, and mitigate stormwater flooding to the areas and localities adjacent to the Magnolia Heights subdivision.

WITNESS, our signatures and seals, on this the _____ of May 2024.

GRANTORS:

Carolyn Roberts:

State of Mississippi

County of Madison

I hereby certify that on this the _____ day of May, 2024, before me, a Notary Public of the State of Mississippi, the aforesaid persons personally appeared before me and did acknowledge the forgoing instrument to be their act, In Testimony Whereof I have affixed my official seal

NOTARY PUBLIC

My Commission Expires:

Mark Thomas Jordan:

STATE OF MISSISSIPPI

COUNTY OF MADISON

I hereby certify that on this the _____ day of April, 2024, before me, a Notary Public of the State of Mississippi and for the County of Madison, the aforesaid persons personally appeared before me and did acknowledge the foregoing instrument to be their act. In Testimony Whereof, I have affixed my official seal.

_____.

NOTARY PUBLIC

My Commission Expires _____.

Witness:

Ronny Lott, Chancery Clerk (SEAL)

Madison County, Mississippi

GRANT OF STORMWATER MANAGEMENT EASEMENT AND RIGHT-OF-WAY

STATE OF MISSISSIPPI

COUNTY OF MADISON

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4. That Madison County can unilaterally terminate its responsibilities under the maintenance easement upon sixty-days (60-days) notice to the parcel owners herein;
5. That the parcel owners herein shall do nothing to frustrate, impede, or interfere with the County's work to prevent, reduce, and mitigate stormwater flooding to the areas and localities adjacent to the Magnolia Heights subdivision.

WITNESS, our signatures and seals, on this the 15th of May 2024.

GRANTORS:

Carolyn Roberts:



State of Mississippi

County of Madison

I hereby certify that on this the 15th day of May, 2024, before me, a Notary Public of the State of Mississippi, the aforesaid persons personally appeared before me and did acknowledge the forgoing instrument to be their act, In Testimony Whereof I have affixed my official seal



NOTARY PUBLIC

My Commission Expires:



Mark Thomas Jordan:



STATE OF MISSISSIPPI

COUNTY OF MADISON

I hereby certify that on this the 1st day of May, 2024, before me, a Notary Public of the State of Mississippi and for the County of Madison, the aforesaid persons personally appeared before me and did acknowledge the foregoing instrument to be their act. In Testimony Whereof, I have affixed my official seal.

Marta Davis McKnight

NOTARY PUBLIC

My Commission Expires _____



Witness:

Ronny Lott, Chancery Clerk

(SEAL)

Madison County, Mississippi