
From: Don McLemore <mclmopc@bellsouth.net>
Sent: 7/31/2017 14:44:53 -0500
To: Walter Brand <wbrand@watkinseager.com>
Subject: Re: OPOA/MDOT
Attachments: alternaitve damages and ingress egress clause.doc

MDOT will not agree to any changes to its warranty deed or temporary easement instruments, except for the substitution of its "approved" alternative ingress/egress clause and release of damages clause. I have attached hereto the two alternative clauses.

Present design plans reflect that the HWY 25 Median Crossing at the Oakridge intersection will not to be closed. However, MDOT may change design plans at will and without notice, since administration of state highways falls under the State's police powers.

Present design plans reflect or will be amended to reflect that the temporary easement will be subjected to "standard vegetative schedule" which, as explained to me, provides replanting of grass by seed or sod, tress and scrubs.

MDOT instructed me to point out that this project is for the benefit solely of the Oakridge homeowners and expeditious execution of both instruments would be appreciated.

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From: Walter Brand <wbrand@watkinseager.com>
To: Don McLemore <mclmopc@bellsouth.net>
Sent: Friday, July 21, 2017 5:28 PM
Subject: Re: OPOA/MDOT

Thanks, Don

Sent from my iPhone

On Jul 21, 2017, at 4:36 PM, Don McLemore <mclmopc@bellsouth.net> wrote:

