

Walter J. Brand

100 OakRidge Trail
Flowood, MS 39232

August 23, 2017

Homeowners Members
OakRidge Property Owners' Association, Inc.

Dear Homeowners,

I am writing on behalf of the Board of Directors of the OakRidge Property Owners' Association ("OPOA").

Please recall the meeting of the OPOA which was conducted on March 26, 2017, at the McDaniels' home. This meeting addressed the possible conveyance by the OPOA of property to the Mississippi Department of Transportation ("MDOT") for the construction of a two-way frontage road from the OakRidge/Dogwood entrance road to Dogwood Festival Market to provide access to Lakeland Drive at a traffic light (the "Frontage Road"). You approved conveyance of property on the following terms and conditions:

1. OPOA will be compensated fairly for the property and easement to be conveyed and for any resulting injury to our remaining property;
2. OPOA will be afforded the opportunity to verify and approve the instruments of conveyance and legal descriptions prior to execution; and no property, easement, or other interest is or will be taken or requested other than that contained in the most currently proposed fee conveyance and reduced temporary construction easement;
3. MDOT and the City of Flowood will not disturb our current Lakeland Drive median crossover so as to preclude OPOA residents from turning left onto the westbound lane of Lakeland Drive or driving straight across Lakeland Drive;
4. The proposed Frontage Road will be a one-way road only, running from the OPOA entry west to Dogwood Festival Market;
5. All construction traffic and operations on the Frontage Road will be conducted by entering the affected property directly from the existing Lakeland Drive ROW north of our property; and

EXHIBIT

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exhibitsticker.com

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6. The easement covering the old Hogg Driveway which runs through OPOA common area property will be permanently terminated.

As President of the OPOA, I communicated the above action to legal counsel for MDOT on March 29, 2017. Not having received a response to my letter as of April 20, I emailed MDOT's lawyer to inquire as to status. MDOT's lawyer advised he had communicated the OPOA's proposal to MDOT but had heard nothing in reply.

On June 12, 2017, I received a copy of a letter from Flowood's mayor, Gary Rhoads, to MDOT. In this letter, Mayor Rhoads stated he understood MDOT had been unable to obtain the necessary property and easement from the OPOA to construct the Frontage Road. On that asserted basis, Mayor Rhoads stated to MDOT:

I am requesting that you take immediate action to install a J-turn curb in the median at the Dogwood/OakRidge intersection to prevent traffic from these subdivisions from turning west on Lakeland Drive. All exiting traffic should be routed eastbound to the next median cut and then take a U-turn. Since the Lakeland Drive improvements are about to be completed and six (6) lane traffic is about to commence it is a matter of public safety that these curbs be installed prior thereto.

As of June 12, however, the Board knew nothing of any MDOT decision to not proceed with construction of the Frontage Road. While preparing our response to Mayor Rhoads' letter, we were notified by MDOT's lawyer that MDOT did not intend to proceed with the Frontage Road project. The Board then advised Mayor Rhoads on June 13 of what had transpired and requested Mayor Rhoads reconsider his decision to block the OPOA's crossover on Lakeland Drive. Discussions thereafter ensued, which included Alderman Kirk McDaniel, and MDOT advised the Frontage Road project would be pursued if the OPOA donated the property interests necessary to enable construction of the Frontage Road. In addition to condition number 1 above which sought compensation for the property to be conveyed, it further appeared MDOT had also rejected conditions 3, 4, 5, and 6.

In light of the general sentiments expressed at the March 26 meeting of the OPOA and other considerations including the representation of the City that a J-turn will be constructed, the Board concluded, subject to the consent of the Members of the OPOA, that it would be in the best interest of the OPOA to donate the property needed for construction of the Frontage Road to MDOT. Before communicating to you, however, the Board instructed me to communicate further with counsel for MDOT for clarification

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of MDOT's position and provision of the instruments of conveyance MDOT proposed be executed by the OPOA. In doing so, MDOT confirmed it would not agree to conditions 1, 3, 4, 5, or 6 as proposed above. Moreover, the instruments of conveyance proposed by MDOT were objectionable in several respects such as seeking a warranty deed rather than a quitclaim deed, overly broad grants of ingress and egress, release of damages claims, and no specified restoration of the premises after construction. Further discussions ensued, and some modified language was obtained, but by no means to the extent requested. We also received oral representations, which are not enforceable, that the Lakeland cross over will be left open but MDOT could change its mind; and the present design plans will be amended to include a "standard vegetative schedule" to restore the easement premises. The reality is MDOT holds virtually all the cards if the OPOA desires the frontage road, and MDOT is adamant the project is solely for the benefit of the OPOA.

The inability to negotiate more favorable terms notwithstanding, the Board remains of the opinion that the subject property should be donated, but only with the concurrence of the Members of the OPOA.* To this end, enclosed please find the document titled "Member Written Approval and Authorization of Association Conveyance of Real Property" by which the concurrence of the Members in the Board's recommendation is to be manifested. Please note that the exhibits to the Member Written Approval document include this letter as Exhibit A and the following:

1. Right-of-Way map with the property to be taken in fee colored yellow and the property to which easement rights are to be granted colored pink (Exhibit 1 to Exhibit A);
2. The Donation Warranty Deed instrument for conveyance of the property in fee (Exhibit 2 to Exhibit A); and
3. The Donation Temporary Easement instrument by which MDOT acquires rights during construction (Exhibit 3 to Exhibit A).

If you agree with the Board's recommendation, please sign the Member Written Approval document to the right of your name. Where the lot is jointly owned, the signature of one spouse will suffice. Your prompt action is requested. Please return the Member Written Approval document reflecting your signature to Paul Stephenson or me.

* We understand that the Dogwood homeowners association is not conveying any property to MDOT for the Frontage Road project, and the Hogg estate is to be compensated for its property conveyance based on the assertion the Frontage Road will be of no benefit to the estate.

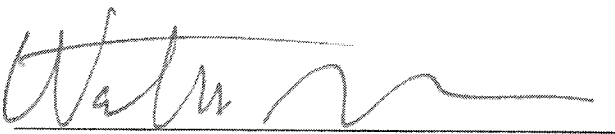
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Further, if any of you disagree with the Board's recommendation, which you are of course certainly entitled to do, please let the Board know.

Thank you for your prompt attention to this important matter.

Sincerely,

Board of Directors of the OPOA

By: 
Walter J. Brand