

LAW OFFICES OF ANDY J. CLARK, PLLC  
567 HIGHWAY 51 NORTH, SUITE C  
RIDGELAND, MS 39110

P-601-622-7334

andy@andyjclark.com

F-601-898-1025

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February 1, 2017

**VIA HAND DELIVERY**

Mr. Carl Allen  
Zoning Administrator  
Madison County Planning and Zoning Commission  
P.O. Box 608  
Canton, MS 39046

**Re: JNJ, LLC / Conditional Use**

Dear Carl:

I have been retained by JNJ, LLC in regards to their application for Conditional Use to operate a dirt pit on certain property on North Old Canton Road near the intersection of Highway 51.

JNJ, LLC currently has a contract to purchase this property conditioned on County approval to operate the dirt pit. Please see attached Application for Special Exception, along with eight (8) copies of Exhibit "A" to the Petition, which is the legal description for the property, eight (8) copies of Exhibit "B" to the Petition, which is the Site/Reclamation Plan, Exhibit "C" to the Petition, which is the above-referenced contract. Pursuant to other requirements, a letter to the City of Canton will be sent, giving them notice since they are within one (1) mile of the site. It is my understanding that DEQ will not issue a permit until approval is had at the county level. Once we obtain those permits, I will forward to the County. I will also send you a digital copy of the legal description under separate cover, and ask that this advertised in the paper, and that a public hearing be set in front of the Planning and Zoning Commission at its March 2017 meeting.

With kindest personal regards, I remain

Very truly yours,

  
\_\_\_\_\_  
**Andy J. Clark, Esq.**

cc: Jeff Cox (via email only)

# APPLICATION FOR SPECIAL EXCEPTION

<b>Name and Address of Applicant:</b> JNJ, LLC 255 Lakeshire Parkway Canton, MS 39046	<b>Street Address of Property (if different address):</b> North Old Canton Road See Site Plan/Reclamation Plan attached hereto as <b>Exhibit B</b>
--	--

APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
February 1, 2017	R-1	See (Exhibit A) Digital Format will be submitted	082A-01-018/00.00 082A-01-019/00.00 082A-01-020/00.00		See Site Plan/Reclamation Plan attached as Exhibit B

**Other Comments:** As per Article 2605 of the Madison County Zoning Ordinance.

JNJ, LLC has a contract on the above-referenced property (see attached collective **Exhibit C**). This contract is contingent on Madison County approving JNJ's Site Plan and issuing permits for JNJ, LLC's intended use. As Developer, JNJ presents this application for a Conditional Use Permit Pursuant to Article XXVI, Section 2605.01, and Article VI, Residential Estate District (R-1), Section 602 (D) for extraction of soils. Along with this application, pursuant to Article XXVI, Section 2605.01, and Article VI, Residential Estate District (R-1), Section 602 (D), JNJ, LLC, submits its proposed Site Plan/Reclamation Plan depicting lakes to be constructed on the "open-pit" areas following extraction of soils attached hereto as **Exhibit B**.

We are currently working with DEQ on permits, but it is my understanding that they will not issue until we have County approval. Upon receipt, we will furnish County with all applicable permits.

Comments:

Respectfully Submitted

JNJ, LLC, by Jeff Cox, Member

B7: 



Petition submitted to Madison County Planning and Development Commission on \_\_\_\_\_

Recommendation of Madison County Planning and Development Commission on Petition \_\_\_\_\_

Public Hearing date as established by the Madison County Board of Supervisors \_\_\_\_\_

Final disposition of Petition \_\_\_\_\_

Permit No. \_\_\_\_\_

STATE OF MISSISSIPPI

Application No. \_\_\_\_\_

### SURFACE MINING PERMIT APPLICATION

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF GEOLOGY / MINING & RECLAMATION DIVISION

P. O. Box 2279  
Jackson, Mississippi 39225-2279  
(601) 961-5515  
Fax (601) 961-5521

For Office use only

Other permits required: Y/N	Date
NPDES	_____
State Operating Permit	_____
Corps of Engineers	_____
_____	_____
_____	_____

City/County approval	Required	Yes	_____	No	_____
Received Date:	_____				
County	_____				
City	_____				

#### A. GENERAL INFORMATION

1. Name of Applicant: Bindsong Construction Co., Inc.  
 Mailing Address: P.O. Box 2235 Clinton, Ms. 39060  
 E-mail Address: gotdirt04@gmail.com  
 Phone No. 601-924-4220 Fax No. 601-924-4984  
 Authorized Representative \_\_\_\_\_

2. Engineering Firm, Consultant, etc.: Guest Consultants  
 Mailing Address: 26 Eastgate Dr. #C Brandon, Ms. 39042  
 E-mail Address: stewart@guestconsultants.com  
 Phone No. 601-825-8341 Fax No. 601-825-3032

3. Name of Mine: Old Canton Rd Mine Supervisor: Stacy Rhodes  
 Phone No. 601-924-4220 Fax No. 601-924-4984

4. Location of Operation (to nearest quarter-quarter section):  
South 1/3 of North half of NE Quarter 1 8N 2E MADISON  
 Section Township Range County  
North half of NE Quarter  
North 1/3 of North half of NE Quarter

5. Physical address of mine or nearest named road Old Canton Road

6. Method of Operation  Open Pit  Strip  Dredge  Wash Operation, if so Water Source \_\_\_\_\_  
 Wash System Type  Closed system  Open system

7. Number of Acres to be Permitted:  
 Excavation 68  
 Haul roads, plant site, ponds,  
 storage piles, etc. 10

TOTAL PERMITTED AREA 78

8. Is the Permit Area located: Yes No  
 a. within 100 feet of a public road? X \_\_\_\_\_  
 b. within 100 feet of a cemetery? \_\_\_\_\_ X  
 c. within 300 feet of an occupied building? \_\_\_\_\_ X

If YES to a, b, or c, a letter must be filed with the Office giving permission from the owner or maintaining authority to mine within these distances to the subject property.

9. Materials to be Mined: silty clay

10. Has the applicant applied for, or have, any other permits or licenses that pertain to this or any other mining operation? Yes X No     

If "YES," list them in the space provided on page 5, or attach separate pages, and give the current status of each, including any violations or penalties.

**B. MINING PROCEDURE AND ENVIRONMENTAL ANALYSIS**

- |  |  |
|--|--|
| 1. Description of materials:   | 2. Anticipated Schedule (month/year)   |
| Thickness of overburden <u>  1  </u> ft.<br>(Topsoil <b>MUST</b> be stockpiled for use during reclamation) | Begin clearing <u>  5  /2017</u>       |
| Thickness of useable material <u>  13  </u> ft.  | Begin mining <u>  5  /2017</u>         |
| Total depth of excavation <u>  14  </u> ft.  | Complete mining <u>  5  /2023</u>      |
| Estimated annual production <u>          </u> tons   | Begin reclamation <u>  5  /2019</u>    |
|  | Complete reclamation <u>  5  /2023</u> |
- 
- |   |  |
|---|--|
| 3. Depth to ground water: <u>  15  </u> ft.             | 5. Types of erosion control structures that will be utilized.                                |
| 4. How will dust be controlled?                         | <input checked="" type="checkbox"/> Settling ponds <input type="checkbox"/> Drainage ditches |
| <input checked="" type="checkbox"/> Water on haul roads | <input type="checkbox"/> Diversion berms <input type="checkbox"/> Terraced slopes            |
| <input type="checkbox"/> _____                          | <input type="checkbox"/> <u>Silt fencing</u> _____   |
- 
- |   |                                       |
|---|---------------------------------------|
| 6. Describe the land to be affected by mining as it presently exists: |                                       |
| a. Land use <u>Farm Land</u>  | b. Predominant vegetation <u>CDAN</u> |
- 
- |  |   |
|--|---|
| 7. Will explosives be used? <u>    </u> Yes <u>  X  </u> No  | 8. Is test-boring data available? <u>  X  </u> Yes <u>    </u> No |
| 9. Are toxic materials likely to be encountered at any time? <u>    </u> Yes <u>  X  </u> No               |   |
| 10. Will there be any discharge to local streams or other bodies of water? <u>    </u> Yes <u>  X  </u> No |   |

If any of questions 7-10 are answered "YES," provide additional information on page 5, or attach separate pages.

**C. RECLAMATION PLAN**

NOTE: It is suggested that the county NRCS office be consulted for specific recommendations on the following items.

- |   |  |
|---|--|
| 1. Describe the soil handling technique for the reclamation phase of the operation:   |  |
| <input checked="" type="checkbox"/> Topsoil segregated <input type="checkbox"/> Mixed strata <input type="checkbox"/> _____ |  |
- 
- |   |  |
|---|--|
| 2. Describe the protection method for the stockpiled topsoil.             | 3. How will highwalls, standing faces, and banks be reduced to minimize erosion? (All highwalls must be sloped, minimum 3 horizontal to 1 vertical.) |
| <input type="checkbox"/> berm around the storage pile                     | <input type="checkbox"/> slopes will be terraced   |
| <input checked="" type="checkbox"/> grass cover on the pile (recommended) | <input checked="" type="checkbox"/> sloped to a gradient of <u>  3  </u> to 1  |
| <input type="checkbox"/> stored under a cover                             | <input type="checkbox"/> blended with surrounding contours   |
| <input type="checkbox"/> _____  | <input type="checkbox"/> _____   |

4. What is the general plan for reclamation?  
 reforestation  
 establish grass cover  
 pond or lake  
 \_\_\_\_\_

5. What planting method will be used?  
 broadcast seed     mechanical seeding  
 seeding by manual labor  
 \_\_\_\_\_

6. How will fertilizer and lime be applied and incorporated?  
 harrowing                       broadcasting                       disking

7. Quantity of lime and fertilizer to be applied?  
a. For initial planting  
lime: 0 tons per acre  
fertilizer: 13 - 13 - 13 (type)                      200 pounds per acre  
b. For successive years prior to 100% release  
fertilizer: 13 - 13 - 13 (type)                      200 pounds per acre  
when: May (month)

8. Describe the planting schedule:

Tree or Seed Species	Tree spacing or lbs./acre	Planting Season
<u>Rye Grass</u>	<u>50</u>	<u>fall</u>
<u>Brown Top Millet</u>	<u>50</u>	<u>fall</u>
_____	_____	_____
_____	_____	_____

9. Will the area be mulched?     Yes     No    If yes, rate per acre \_\_\_\_\_  
Method of holding in place:     crimped     \_\_\_\_\_

10. How will the vegetation be maintained until the final bond release?  
 watering  
 mowing  
times per year \_\_\_\_\_  
approximate month(s) \_\_\_\_\_  
 repairing gullies  
 replanting eroded areas  
 \_\_\_\_\_

11. How will debris be disposed of when the mine is finally closed?  
 burying                       burning                       hauling away

12. Will a soil analysis be submitted for this site?     Yes     No  
NOTE: available from the Cooperative Extension Service through the applicant's County Agent

13. Estimated cost per acre for reclamation of this site:    \$ 1000.00 (minimum of \$1,000 per acre)

E. ADDITIONAL COMMENTS

Item Number	Space for detailed answers to any of the previous items. Indicate item number to which the answers apply.
A-10	LAKE CROSSING Mine

If more space is required, use full sheets of paper the same size as this page. Attach all sheets to this application.

**D. NAMES AND ADDRESSES OF PERSONS AFFECTED BY THIS OPERATION**

1. Landowner(s) of area to be mined/leased

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Landowner(s) within 500 feet of the area

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. Person(s) living on permit area

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

---

I declare that I have knowledge of the facts presented in the preceding pages and in all of the items attached to this application; furthermore, I certify that they are true to the best of my knowledge.

2-6-17  
date

Joseph L. Cox  
signature

Joe Cox  
printed name

Owner  
title

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February 6, 2017

**VIA E-MAIL ONLY**

Mr. Carl Allen  
Zoning Administrator  
Madison County Planning and Zoning Commission  
P.O. Box 608  
Canton, MS 39046

**Re: JNJ, LLC / Conditional Use**

Dear Carl:

As a supplement to JNJ, LLC's application for Conditional Use, please see attached Surface Mining Permit Application submitted to MDEQ. It is my understanding that MDEQ will not issue a permit until approval is had at the county level, but I wanted to provide proof of our intent to have them issued. Of course, once we obtain those permits, we will provide same to the County.

With kindest personal regards, I remain

Very truly yours,

  
\_\_\_\_\_  
**Andy J. Clark, Esq.**

cc: Jeff Cox (via email only)  
Stacy Rhodes (via email only)  
Scott Weeks (via email only)



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February 1, 2017

**VIA HAND DELIVERY**

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P.O. Box 608  
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JNJ, LLC currently has a contract to purchase this property conditioned on County approval to operate the dirt pit. Please see attached Application for Special Exception, along with eight (8) copies of Exhibit "A" to the Petition, which is the legal description for the property, eight (8) copies of Exhibit "B" to the Petition, which is the Site/Reclamation Plan, Exhibit "C" to the Petition, which is the above-referenced contract. Pursuant to other requirements, a letter to the City of Canton will be sent, giving them notice since they are within one (1) mile of the site. It is my understanding that DEQ will not issue a permit until approval is had at the county level. Once we obtain those permits, I will forward to the County. I will also send you a digital copy of the legal description under separate cover, and ask that this advertised in the paper, and that a public hearing be set in front of the Planning and Zoning Commission at its March 2017 meeting.

With kindest personal regards, I remain

Very truly yours,

  
\_\_\_\_\_  
Andy J. Clark, Esq.

cc: Jeff Cox (via email only)

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## **Exhibit A Legal Description-North Old Canton Road**

Parcel 082A-01-018/00.00

The South one-third (1/3) of the North Half of the Northeast Quarter Section 1, Township 8 North, Range 2 East, Madison County, Mississippi, said South one-third (1/3) being 26 acres, more or less, off the South end of the North Half of the Northeast Quarter.

Parcel 082A-01-019/00.00

The North Half of the Northeast Quarter, Section 1 Township 8 North, Range 2 East, Madison County, Mississippi, containing 78 acres more or less; less and except therefrom the North one-third (1/3) thereof being 26 acres more or less, and less and except therefrom the South one-third (1/3) thereof being 26 acres more or less.

Parcel 082A-01-020/00.00

The North one-third (1/3) of that certain property described as the North Half of the Northeast Quarter Section 1, Township 8 North, Range 2 East, Madison County, Mississippi, said North one-third (1/3) being 26 acres, more or less, off the North end of the North Half of the Northeast Quarter.



# Madison County Web Map

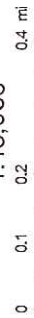
Municipal Limits — PRIVATE

Roads

— Public

Madison  
County  
GIS

1:18,056



Madison County

## **Exhibit A Legal Description-North Old Canton Road**

Parcel 082A-01-018/00.00

The South one-third (1/3) of the North Half of the Northeast Quarter Section 1, Township 8 North, Range 2 East, Madison County, Mississippi, said South one-third (1/3) being 26 acres, more or less, off the South end of the North Half of the Northeast Quarter.

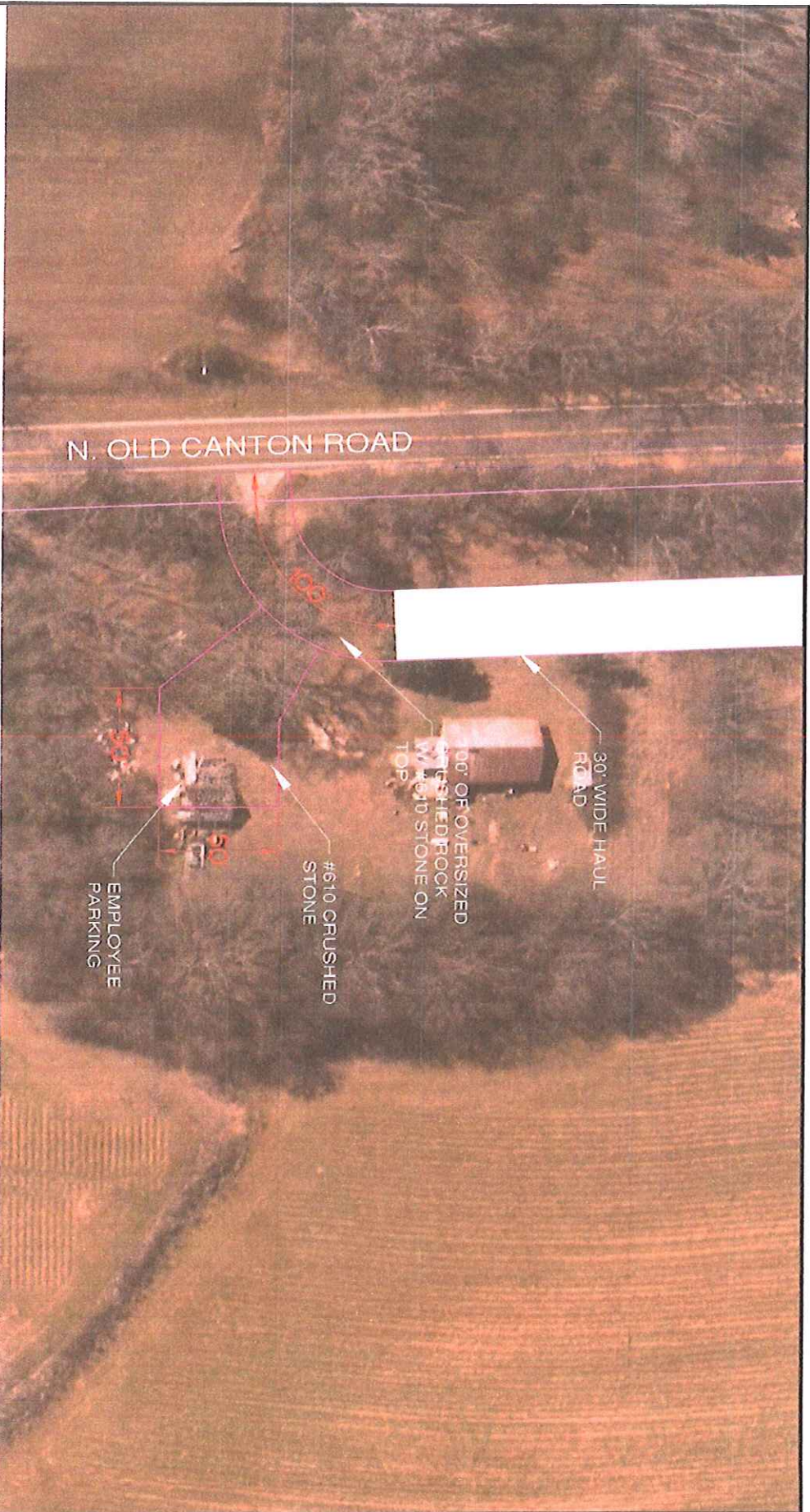
Parcel 082A-01-019/00.00

The North Half of the Northeast Quarter, Section 1 Township 8 North, Range 2 East, Madison County, Mississippi, containing 78 acres more or less; less and except therefrom the North one-third (1/3) thereof being 26 acres more or less, and less and except therefrom the South one-third (1/3) thereof being 26 acres more or less.

Parcel 082A-01-020/00.00

The North one-third (1/3) of that certain property described as the North Half of the Northeast Quarter Section 1, Township 8 North, Range 2 East, Madison County, Mississippi, said North one-third (1/3) being 26 acres, more or less, off the North end of the North Half of the Northeast Quarter.

# EXHIBIT "B"



Date: 01-27-17 Scale: 1" = 40'

Job No.: 17-016

DWG FILE: 17-016Base

Drawn By: SM

## N. OLD CANTON RD. PROPOSED RECLAMATION PLAN



**TIME FRAME SCHEDULE**

MINING AREA	START	END
1	MAY 1, 2017	MAY 1, 2019
2	MAY 1, 2019	MAY 1, 2021
3	MAY 1, 2021	MAY 1, 2023

**NOTE:**

1. GRADE TO DRAIN TOWARDS LAKES.
2. ALL DISTURBED AREAS TO BE GRASSED ONCE WORK IS COMPLETED ON THAT AREA.
3. MIN. 10' TREE BUFFER TO BE LEFT ALONG PROPERTY LINES WHERE THEY EXIST.



**N. OLD CANTON RD.  
PROPOSED RECLAMATION PLAN**

# EXHIBIT "C"

## CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE LOTS AND LAND

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

- 1 **1. This Contract for the Sale and Purchase of Real Estate Lots and Land is made this the** \_\_\_\_\_ **day of**  
2 \_\_\_\_\_
- 3 **2. Buyer(s)** JNJ LLC signed by JEFF COX \_\_\_\_\_ **agree(s) to**  
4 **buy and Seller(s)** Carl Larson and Charlene Anna Larson \_\_\_\_\_ **agree(s)**  
5 **to sell the herein described Property with legal description as follows:**  
6 **78.7 acres (made up of 2 parcels) located MIDDLE 1/3 OF N1/2 NE1/4 section 1 T08N, R02E; and South 1/3 of**  
7 **N1/2 NE1/4 section 1, T08N, R02E. Parcels 082A-01-018/00.00; 082A-01-019/00.00; 082A-01-020/00.00**  
8 \_\_\_\_\_ **in Madison County, MS.**  
9 **The property is further described as tax parcel #** see above line 6 & 7 **in the records of the county courthouse**  
10 **within which the Property is located, the exact legal description to be determined by survey (if warranted and the**  
11 **parties agree) to be secured and paid for by the party indicated in the Clause herein entitled COSTS OF SALE.**
- 12 **3. PURCHASE PRICE:** The Buyer will pay a total sum of \$                       
13 **Cash Down Payment:** Paid at Closing and subject to adjustments and prorations  
14 **BALANCE:** Balance payable  
15 **Balance is payable as follows:**  
16  **Sale is contingent upon Buyer(s) qualifying for loan under the following terms:**  
17 **cash sale**  
18 **If sale is contingent upon Buyer(s) ability to qualify for a loan, Buyer(s) shall make loan application within**  
19 **five (5) calendar days of the effective date of this Contract.**
- 20 **4. THE FOLLOWING FINANCING STATEMENT  IS  IS NOT APPLICABLE:**  
21 **Property must appraise at or above sale price or Buyer(s) shall not be obligated to complete the purchase of**  
22 **Property described herein and all earnest money shall be refunded to the Buyer(s).**
- 23 **5. EARNEST MONEY:** A sum of \$                      **(per cash  check  ) deposited with**  
24                      **[Broker/Trustee], who shall hold it in trust, presuming**  
25 **clearance of check. Upon acceptance of the Contract, deposits and down payments received by above named**  
26 **Broker/Trustee shall be deposited in an escrow account and shall remain in that account until the transaction has been**  
27 **consummated or terminated. All such funds will be deposited by the above named Broker/Trustee in federally insured**  
28 **accounts. The Broker has the authority to provide the earnest money to the rightfully entitled party based upon the**  
29 **terms of the Contract. Any party who wrongfully terminates this Contract shall forfeit its right to any earnest money**  
30 **funds. In the event the Broker cannot determine by the terms of the Contract which party is rightfully entitled to the**  
31 **earnest money, Broker shall interplead the funds.**
- 32 **6. MULTIPLE LISTING SERVICE (MLS):** The Selling Broker is a participant of the Not a MLS broker  
33 **Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to**  
34 **its participants, if applicable.**
- 35 **7. PURCHASER HAS EXAMINED THIS PROPERTY** and agrees to accept same in its present condition, except as  
36 **may be specified herein.**



37 8. ALL IMPROVEMENTS ARE INCLUDED in the purchase price including, if now on the property, all fencing,  
38 barns, wells, etc. Prior to the Closing, Seller may only remove the following:  
39  
40  
41  
42  
43

44 9. ALL PROPERTY TAXES, ASSESSMENTS AND/OR RENTALS shall be prorated through Closing date. NOTE:  
45 Taxes are based upon current information furnished by the County and/or City Tax Office. Brokers and salespersons  
46 cannot and do not assume any responsibility for any change or modification to the current tax assessment by the said  
47 tax offices.

48 10. TITLE AND CONVEYANCE:

49  General Warranty Deed,  Special Warranty Deed,  Assignment of Lease,  Quit Claim Deed  
50 and a certificate of title prepared by an attorney, upon whose certificate title insurance may be obtained from a title  
51 insurance company qualified to do and doing business in the State of Mississippi will be provided by (See Clause  
52 14). Seller(s) shall, prior to Closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the  
53 subject property which are not specifically assumed by Buyer(s) herein. Title shall be good and marketable, subject  
54 only to the following items recorded in the Chancery Clerk's office of said county: easements without encroachments,  
55 applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer(s), at its option,  
56 may either (A) if defects cannot be cured by designated Closing date, cancel this Contract, in which case all earnest  
57 money deposited shall be returned; (B) accept title as is or; (C) if the defects are of such character that they can be  
58 remedied by legal action within a reasonable time, permit Seller(s) such reasonable time to perform this curative  
59 work at Seller(s)' expense. In the event the curative work is performed by the Seller(s), the time specified herein for  
60 Closing shall be extended for a reasonable period necessary for such action. Seller(s) represent(s) that the property  
61 may be legally used as zoned and that no governmental agency has served any notice requiring repairs, alterations or  
62 corrections of any existing condition except as stated herein.

63 11. MINERAL RIGHTS: Seller(s) will transfer (CHOOSE ONE)  ANY  NONE  \_\_\_\_\_ %  
64  OTHER mineral rights which it possesses in the Property to the Buyer(s).

65 12. THE RISK OF LOSS by fire or other casualty shall be on the Seller(s) until Title is conveyed.

66 13. CLOSING: Closing to be on \_\_\_\_\_ 04/28/2017 or before if mutually agreed to by the parties.

67 14. COSTS OF SALE: (Please mark each space with appropriate letter(s)) Print the letter S if paid by the Seller(s).  
68 Print the letter B if paid by Buyer(s). Print the letter J if split by parties, Print NA if not applicable or No if not  
69 desired.

70	Loan Origination _____	Doc. Prep. _____	Flood Cert. _____	Deed Prep. _____
71	Disc. Points _____	Tax Service _____	Title Ins. Owner _____	Leasehold Transfer _____
72	Appraisal b _____	Pre-paid Items _____	Title Ins. Lender _____	Well/Septic Insp. _____
73	Credit Report _____	Courier Ser. _____	Environmental Insp. _____	Perk Test _____
74	Atty. Closing Fee b _____	Recording Fee _____	Wetlands Insp. _____	Underwriting _____
75	Certificate of Title b _____	Survey _____		

76 Other taxes to be prorated, survey to be provided by seller, all other closing costs related to inspections to be paid by buyer

77 15. POSSESSION of property shall be delivered to Buyer(s) on closing

78 16. BREACH OF CONTRACT: Specific performance is the essence of this contract, except as otherwise specifically  
79 herein and as further delineated below, and time is of the essence.

80 In the event of breach of this contract by Buyer, Seller may at its option (a) accept the earnest money deposit as  
81 liquidated damages and this contract shall then be null and void; (b) file suit in any court of competent jurisdiction for  
82 damages; or (c) file suit in any court of competent jurisdiction for specific performance. If Seller elects to proceed  
83 under (a) or (b) in this section, or if Seller proceeds under (c) and is unsuccessful in a suit for specific performance  
84 but receives an award of the earnest money deposit and/or damages, Listing Broker shall retain or be paid one-half of  
85 the earnest money deposit amount or damages awarded as their compensation, not to exceed the full commission due  
86 under the Listing Agreement. If Seller elects to proceed under option (c) and secures specific performance, Listing  
87 Broker shall be paid the full compensation due under the Listing Agreement.





88 In the event of breach of this Contract by Seller, Buyer may at its option (a) accept the return of its earnest money  
89 deposit as liquidated damages and this contract shall be null and void; or (b) file suit in any court of competent  
90 jurisdiction for damages, less credit for earnest money returned to Buyer; or (c) file suit in any court of competent  
91 jurisdiction for specific performance. In the event of Seller's breach, Listing Broker shall be paid the full  
92 compensation due under the Listing Agreement, unless and except this Contract requires Buyer to pay all or any  
93 portion of said compensation.

94 If it becomes necessary to ensure the performance of the conditions of this Contract for either party to initiate  
95 litigation, then the non-prevailing party agrees to pay reasonable attorneys fees and court costs in connection  
96 therewith to the prevailing party.

97 **17. COMPENSATION:**  Seller(s)  Buyer(s) of property sold under this Contract or through any other negotiated  
98 agreement agrees to pay as per listing agreement and prior offer of cooperation and compensation. If Broker collects  
99 this compensation, or any part thereof through legal action, defaulting party agrees to pay court costs including  
100 reasonable attorney fees. The agreement(s) is extended through the date of this Contract or any other agreement or  
101 negotiated contract between the parties or the successors, the heirs or the assigns. Any compensation or fee due  
102 hereunder shall be earned and payable upon presentation of a Buyer(s) ready, willing and able to purchase at any  
103 price and terms acceptable to Seller(s), although Broker agrees to accept said compensation or fee at closing as an  
104 accommodation to party paying compensation. [REDACTED]

105 **18. REAL ESTATE AGENTS ARE NOT PRINCIPALS** in this transaction and are not to be held liable for any  
106 conditions or non-performance of this Contract nor have they given any legal advice unless disclosed in writing  
107 herein.

108 **19. OTHER PROVISIONS and CONTINGENCIES:**  
109 See addendum describing due diligence and contingencies

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120 **20. OFFER:** This offer expires at 5 o'clock  AM  PM, Central time on (date) 01/24/2017  
121 if not accepted, countered, or rejected by Seller(s) by that time.

122 **21. DISCLOSURE OF AGENCY RELATIONSHIP. Check One Box:**  
123  (A) The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s)  
124 is/are the Customer.  
125  (B) The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent  
126 the Buyer(s).  
127  (C) The Listing Firm and its salespersons represent both the Seller(s) and the Buyer(s) as dual agents by mutual  
128 agreement and all parties have signed and understand the Dual Agency Confirmation form attached and made  
129 a part of this Contract.  
130  (D) The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are the Customer.

131 **22. AGREEMENT OF THE PARTIES:** This Contract incorporates all prior agreements between parties, contains the  
132 entire and final agreement of all the parties and cannot be changed except by their written consent.

133 **23. SURVIVAL OF CONTRACT:** All express representations, warranties and covenants shall survive delivery of the  
134 deed unless specified to the contrary. All other contractual obligations shall terminate at Closing.

135 **24. MISCELLANEOUS:** (A) Neither party shall be bound by any terms, conditions, oral statements, warranties or  
136 representations not herein contained. (B) Broker's liability to Buyer(s) and Seller(s) in this transaction shall not  
137 exceed the amount it has received as commission. (C) Each party acknowledges that it has read and understands this  
138 Contract. (D) This Contract shall not be assignable by either party without consent of the other party.



2

139 25. NOTICE: Any notices required or permitted to be given under this contract shall be delivered by hand or mailed by  
140 certified or registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized  
141 overnight carrier service; by facsimile with receipt acknowledgment (if the fax number is listed below); or by email  
142 (if the email address is listed below), at Sender's option, and addressed as follows:

143 If to Seller(s): C/O CARL LARSON  
144 Address: 4765 MCDADE LANE, GASTONIA, NC 28056

145 Facsimile:  
146 Email: [REDACTED] AND [REDACTED]

147 If to Buyer(s):  
148 Address: JNJ LLC, PO box 2235 Clinton, MS 39060  
149 Facsimile:  
150 Email: jeff@htrdsongconst.com

151 Signed this the \_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:  
152 BUYER Jeff Cox BUYER  
153  
154 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
155 Title conveyed to (print clearly) \_\_\_\_\_

156 The foregoing offer is accepted this the 24<sup>th</sup> day of JANUARY 2017 at 10:00 10 a.m.  p.m.,  
157 and a copy hereof received:

158 SELLER  
159  
160 Phone \_\_\_\_\_ Phone [REDACTED]

161 A copy of this *acceptance* has been received this the \_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.  
162 BUYER BUYER

164 The Seller(s) have countered this offer subject to the terms of the attached Counter Offer # \_\_\_\_\_ this the  
165 day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:

168 The Seller(s) have *rejected* this offer and make no counter offer this the \_\_\_ day of \_\_\_\_\_  
169 at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:

170 SELLER SELLER  
171  
172 A copy of this *rejection* has been received this the \_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.  
173 BUYER BUYER  
174

175 Selling Agency [REDACTED] Selling Agent [REDACTED]  
176 Business Phone [REDACTED] Business Phone [REDACTED]  
177 Listing Agency [REDACTED] Listing Agent [REDACTED]  
178 Business Phone [REDACTED] Business Phone [REDACTED]



**ADDENDUM**

**ARTICLE I - CONDITIONS PRECEDENT TO CLOSING**

**1.1.a DUE DILIGENCE/INSPECTION PERIOD:** Ninety (90) days from the Effective Date of this Agreement.

If one or more of the conditions set forth in Section 1.1a are not satisfied, and Purchaser gives written notice to Seller of its intent to terminate this Agreement on or before 6:00 PM Central Standard Time on the last calendar day of the DUE DILIGENCE/INSPECTION PERIOD, then Purchaser's deposit shall be returned forthwith and this Agreement shall be deemed to be null and void.

The following conditions affect the Purchaser's obligation to close:

A. Satisfactory evidence of appropriate means of ingress and egress in locations agreeable to Purchaser, in his sole discretion, from all streets, roads, or highways abutting or servicing the Subject Property; and,

B. Availability of water, sanitary sewer, storm sewer and utilities at the boundaries of the Subject Property with hook up or tap fees agreeable to Purchaser in his sole and absolute discretion; and

C. Soil test boring reports satisfactory to Purchaser in his sole and absolute discretion; and

D. The Subject Property is free of any and all hazardous materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable federal or state law relating to hazardous materials and wastes.

Purchaser shall have the right to enter and perform testing on the Subject Property, including soil borings, and to determine the existence of any hazardous waste or other materials, and if any type of hazardous waste contaminants or other hazardous material is located thereon, Purchaser shall have the option of requiring Seller to clean up and remove the hazardous waste contaminants or other hazardous material, if any, so that the Subject Property will not be in violation of any laws, and/or Purchaser shall have the right to withdraw from this transaction without any liability, with a full refund of any and all deposits and/or payments made to Seller.

Purchaser



Page 1 of 3

Sellers

CP  
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**1.1.b GOVERNMENT APPROVAL PERIOD:** Thirty (30) days following the expiration of the **DUE DILIGENCE/INSPECTION PERIOD.**

Commencing at the end of the **DUE DILIGENCE/INSPECTION PERIOD** described in Section 1.1.a above, Purchaser shall have thirty (30) days to satisfy itself of the following conditions. In the event the Purchaser elects to terminate this agreement because one or more of the following conditions are not satisfied, and Purchaser gives written notice to Seller of its intent to terminate the Agreement on or before 6:00 PM Central Standard Time on the last calendar day of the **GOVERNMENT APPROVALS PERIOD**, then Purchaser's deposit shall be returned forthwith and this Agreement shall be deemed to be null and void:

- A. Appropriate zoning from all governmental units for Purchaser's intended use; and
- B. Site Plan approval for Purchaser's intended use from all governmental units required to approve said Site Plan; and
- C. Issuance of all required permit(s) for Purchaser's intended use from all governmental units with authority to issue such permit(s).

Prior to Closing, each of the contingencies contained in Paragraphs 1.1.a and 1.1.b must be satisfied in Purchaser's sole and exclusive discretion. Purchaser may waive any of the above and foregoing contingencies. Such waiver must be in writing and signed by the Purchaser.

**1.2 Testing.** Purchaser is hereby granted the right for Purchaser or its agents to enter upon the Subject Property and conduct whatever tests may be required to satisfy itself with respect to the conditions/contingencies found in Paragraphs 1.1.a and/or 1.1.b hereof. Further, Purchaser may contact any governmental agencies and file such application as may be required to bring about satisfaction of the conditions set forth in Paragraphs 1.1.a and/or 1.1.b. Seller agrees to extend its full cooperation to the Purchaser with respect to Purchaser's efforts. Purchaser agrees to make all reasonable efforts to minimize any impact upon Sellers' property during any such testing, and, to the best of his ability, return the property to such condition as existed prior to such testing.

## **ARTICLE II-CLOSING**

**2.1 Closing Date.** Closing to occur within thirty (30) days following conclusion of the **GOVERNMENTAL APPROVAL PERIOD**, or when Purchaser gives written notice to Seller that the conditions in Paragraphs 1.1.a and 1.1.b, in his sole and absolute discretion, be satisfied with each contingency sooner, within thirty (30) days written notice from Purchaser.

Purchaser

*JP*

Page 2 of 3

Sellers

*5/2/20*

**ARTICLE III-ASSIGNMENT**

**3.1 Assignment.** This Agreement is assignable by either party upon written notice to the other.

**Purchaser:**

**JNJ, LLC**

*Jeff Cox*


**Jeff Cox, Member**

**Sellers:**

**Carl W. Larson**

*Anna Charlene Larson*

**Anna Charlene Larson**

Purchaser 

Sellers \_\_\_\_\_

**CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE  
LOTS AND LAND**

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

1 1. This Contract for the Sale and Purchase of Real Estate Lots and Land is made this the \_\_\_\_\_ day of  
2 \_\_\_\_\_ 01/20/2017

3 2. Buyer(s) [NJ] LLC signed by JETT COX agree(s) to  
4 buy and Seller(s) Carl Larson and Charlene Anna Larson agree(s)

5 to sell the herein described Property with legal description as follows:  
6 78.77 acres (made up of 3 parcels) located MIDDLE 1/3 OF N1/2 NE1/4 section 1 T08N. R02E; and South 1/3 of  
7 N1/2 NE1/4 section 1, T08N. R02E. Parcels 082A-01-018/00.00; 082A-01-019/00.00; 082A-01-020/00.00

8 \_\_\_\_\_ in Madison County, MS.

9 The property is further described as tax parcel # see above line 6 & 7 in the records of the county courthouse  
10 within which the Property is located, the exact legal description to be determined by survey (if warranted and the  
11 parties agree) to be secured and paid for by the party indicated in the Clause herein entitled COSTS OF SALE.

12 3. PURCHASE PRICE: The Buyer will pay a total sum of \$                     

13 **Cash Down Payment:** Paid at Closing and subject to adjustments and prorations

14 **BALANCE:** Balance payable

15 Balance is payable as follows:

16  Sale is contingent upon Buyer(s) qualifying for loan under the following terms:  
17 cash sale  
18 If sale is contingent upon Buyer(s)' ability to qualify for a loan, Buyer(s) shall make loan application within  
19 five (5) calendar days of the effective date of this Contract.

20 4. THE FOLLOWING FINANCING STATEMENT  IS  IS NOT APPLICABLE:

21 Property must appraise at or above sale price or Buyer(s) shall not be obligated to complete the purchase of  
22 Property described herein and all earnest money shall be refunded to the Buyer(s).

23 5. EARNEST MONEY: A sum of \$                      (per cash  check  ) deposited with

24                      [Broker/Trustee], who shall hold it in trust, presuming  
25 clearance of check. (Upon acceptance of the Contract, deposits and down payments received by above named  
26 Broker/Trustee shall be deposited in an escrow account and shall remain in that account until the transaction has been  
27 consummated or terminated. All such funds will be deposited by the above named Broker/Trustee in federally insured  
28 accounts. The Broker has the authority to provide the earnest money to the rightfully entitled party based upon the  
29 terms of the Contract. Any party who wrongfully terminates this Contract shall forfeit its right to any earnest money  
30 funds. In the event the Broker cannot determine by the terms of the Contract which party is rightfully entitled to the  
31 earnest money, Broker shall interplead the funds.

32 6. MULTIPLE LISTING SERVICE (MLS): The Selling Broker is a participant of the Not a MLS broker

33 Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to  
34 its participants, if applicable.

35 7. PURCHASER HAS EXAMINED THIS PROPERTY and agrees to accept same in its present condition, except as  
36 may be specified herein.



37 8. ALL IMPROVEMENTS ARE INCLUDED in the purchase price including, if now on the property, all fencing,  
38 barns, wells, etc. Prior to the Closing, Seller may only remove the following:  
39  
40  
41  
42  
43

44 9. ALL PROPERTY TAXES, ASSESSMENTS AND/OR RENTALS shall be prorated through Closing date. NOTE:  
45 Taxes are based upon current information furnished by the County and/or City Tax Office. Brokers and salespersons  
46 cannot and do not assume any responsibility for any change or modification to the current tax assessment by the said  
47 tax offices.

48 10. TITLE AND CONVEYANCE:

49  General Warranty Deed,  Special Warranty Deed,  Assignment of Lease,  Quit Claim Deed  
50 and a certificate of title prepared by an attorney, upon whose certificate title insurance may be obtained from a title  
51 insurance company qualified to do and doing business in the State of Mississippi will be provided by (See Clause  
52 14). Seller(s) shall, prior to Closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the  
53 subject property which are not specifically assumed by Buyer(s) herein. Title shall be good and marketable, subject  
54 only to the following items recorded in the Chancery Clerk's office of said county: easements without encroachments,  
55 applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer(s), at its option,  
56 may either (A) if defects cannot be cured by designated Closing date, cancel this Contract, in which case all earnest  
57 money deposited shall be returned; (B) accept title as is or; (C) if the defects are of such character that they can be  
58 remedied by legal action within a reasonable time, permit Seller(s) such reasonable time to perform this curative  
59 work at Seller(s)' expense. In the event the curative work is performed by the Seller(s), the time specified herein for  
60 Closing shall be extended for a reasonable period necessary for such action. Seller(s) represent(s) that the property  
61 may be legally used as zoned and that no governmental agency has served any notice requiring repairs, alterations or  
62 corrections of any existing condition except as stated herein.

63 11. MINERAL RIGHTS: Seller(s) will transfer (CHOOSE ONE)  ANY  NONE  \_\_\_\_\_ %  
64  OTHER \_\_\_\_\_ mineral rights which it possesses in the Property to the Buyer(s).

65 12. THE RISK OF LOSS by fire or other casualty shall be on the Seller(s) until Title is conveyed.

66 13. CLOSING: Closing to be on 04/28/2017 or before if mutually agreed to by the parties.

67 14. COSTS OF SALE: (Please mark each space with appropriate letter(s)) Print the letter S if paid by the Seller(s).  
68 Print the letter B if paid by Buyer(s); Print the letter J if split by parties, Print NA if not applicable or No if not  
69 desired.

70	Loan Origination	_____	Doc. Prep.	_____	Flood Cert.	_____	Deed Prep.	_____
71	Disc. Points	_____	Tax Service	_____	Title Ins. Owner	_____	Leasehold Transfer	_____
72	Appraisal	b _____	Pre-paid items	_____	Title Ins. Lender	_____	Well/Septic Insp.	_____
73	Credit Report	_____	Courier Ser.	_____	Environmental Insp.	_____	Perk Test	_____
74	Atty. Closing Fee	b _____	Recording Fee	_____	Wetlands Insp.	_____	Underwriting	_____
75	Certificate of Title	b _____	Survey	_____				
76	Other							

76 Other taxes to be prorated, survey to be provided by seller, all other closing costs related to inspections to be paid by buyer

77 15. POSSESSION of Property shall be delivered to Buyer(s) on closing \_\_\_\_\_

78 16. BREACH OF CONTRACT: Specific performance is the essence of this contract, except as otherwise specifically  
79 herein and as further delineated below, and time is of the essence.

80 In the event of breach of this contract by Buyer, Seller may at its option (a) accept the earnest money deposit as  
81 liquidated damages and this contract shall then be null and void; (b) file suit in any court of competent jurisdiction for  
82 damages; or (c) file suit in any court of competent jurisdiction for specific performance. If Seller elects to proceed  
83 under (a) or (b) in this section, or if Seller proceeds under (c) and is unsuccessful in a suit for specific performance  
84 but receives an award of the earnest money deposit and/or damages, Listing Broker shall retain or be paid one-half of  
85 the earnest money deposit amount or damages awarded as their compensation, not to exceed the full commission due  
86 under the Listing Agreement. If Seller elects to proceed under option (c) and secures specific performance, Listing  
87 Broker shall be paid the full compensation due under the Listing Agreement.



88 In the event of breach of this Contract by Seller, Buyer may at its option (a) accept the return of its earnest money  
89 deposit as liquidated damages and this contract shall be null and void; or (b) file suit in any court of competent  
90 jurisdiction for damages, less credit for earnest money returned to Buyer; or (c) file suit in any court of competent  
91 jurisdiction for specific performance. In the event of Seller's breach, Listing Broker shall be paid the full  
92 compensation due under the Listing Agreement, unless and except this Contract requires Buyer to pay all or any  
93 portion of said compensation.

94 If it becomes necessary to ensure the performance of the conditions of this Contract for either party to initiate  
95 litigation, then the non-prevailing party agrees to pay reasonable attorneys fees and court costs in connection  
96 therewith to the prevailing party.

97 17. **COMPENSATION:**  Seller(s)  Buyer(s) of property sold under this Contract or through any other negotiated  
98 agreement agrees to pay as per listing agreement and prior offer of cooperation and compensation. If Broker collects  
99 this compensation, or any part thereof through legal action, defaulting party agrees to pay court costs including  
100 reasonable attorney fees. The agreement(s) is extended through the date of this Contract or any other agreement or  
101 negotiated contract between the parties or the successors, the heirs or the assigns. Any compensation or fee due  
102 hereunder shall be earned and payable upon presentation of a Buyer(s) ready, willing and able to purchase at any  
103 price and terms acceptable to Seller(s), although Broker agrees to accept said compensation or fee at closing as an  
104 accommodation to party paying compensation. [REDACTED]

105 18. **REAL ESTATE AGENTS ARE NOT PRINCIPALS** in this transaction and are not to be held liable for any  
106 conditions or non-performance of this Contract nor have they given any legal advice unless disclosed in writing  
107 herein.

108 19. **OTHER PROVISIONS and CONTINGENCIES:**  
109 See addendum describing due diligence and contingencies

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120 20. **OFFER:** This offer expires at 5 o'clock  AM  PM, Central time on (date) 01/24/2017  
121 if not accepted, countered, or rejected by Seller(s) by that time.

122 21. **DISCLOSURE OF AGENCY RELATIONSHIP. Check One Box:**

- 123  (A) The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s)  
124 is/are the Customer.  
125  (B) The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent  
126 the Buyer(s).  
127  (C) The Listing Firm and its salespersons represent both the Seller(s) and the Buyer(s) as dual agents by mutual  
128 agreement and all parties have signed and understand the Dual Agency Confirmation form attached and made  
129 a part of this Contract.  
130  (D) The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are the Customer.

131 22. **AGREEMENT OF THE PARTIES:** This Contract incorporates all prior agreements between parties, contains the  
132 entire and final agreement of all the parties and cannot be changed except by their written consent.

133 23. **SURVIVAL OF CONTRACT:** All express representations, warranties and covenants shall survive delivery of the  
134 deed unless specified to the contrary. All other contractual obligations shall terminate at Closing.

135 24. **MISCELLANEOUS:** (A) Neither party shall be bound by any terms, conditions, oral statements, warranties or  
136 representations not herein contained. (B) Broker's liability to Buyer(s) and Seller(s) in this transaction shall not  
137 exceed the amount it has received as commission. (C) Each party acknowledges that it has read and understands this  
138 Contract. (D) This Contract shall not be assignable by either party without consent of the other party.





139 25. NOTICE: Any notices required or permitted to be given under this contract shall be delivered by hand or mailed by  
 140 certified or registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized  
 141 overnight carrier service; by facsimile with receipt acknowledgment (if the fax number is listed below); or by email  
 142 (if the email address is listed below), at Sender's option, and addressed as follows:

143 If to Seller(s):  
 144 Address: 4765 McDADE LANE, GASTONIA, NC 28056  
 145 Facsimile: N/A  
 146 Email: \_\_\_\_\_  
 147 If to Buyer(s):  
 148 Address: JN1 L.L.C. PO box 2235 Clinton, MS 39060  
 149 Facsimile: \_\_\_\_\_  
 150 Email: jeff@birdsongconst.com

151 Signed this the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:  
 152 BUYER Jeff Cox BUYER \_\_\_\_\_  
 153 \_\_\_\_\_  
 154 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
 155 Title conveyed to (print clearly): \_\_\_\_\_

156 The foregoing offer is accepted this the 24th day of JANUARY, 2017, at 10:00  a.m.  p.m.,  
 157 and a copy hereof received:  
 158 SELLER Carl W. Johnson SELLER \_\_\_\_\_  
 159 \_\_\_\_\_  
 160 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
 161 A copy of this acceptance has been received this the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.  
 162 BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 162

164 The Seller(s) have countered this offer subject to the terms of the attached Counter Offer # \_\_\_\_\_ this the \_\_\_\_\_  
 165 day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:  
 166 SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 167

168 The Seller(s) have rejected this offer and make no counter offer this the \_\_\_\_\_ day of \_\_\_\_\_  
 169 at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:  
 170 SELLER \_\_\_\_\_ SELLER \_\_\_\_\_  
 171 \_\_\_\_\_  
 172 A copy of this rejection has been received this the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m.  
 173 BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
 174

175 Selling Agency Keller Williams Selling Agent Jon Stewart  
 176 Business Phone \_\_\_\_\_ Business Phone 601-503-7249  
 177 Listing Agency Larry Smith-Vaniz Listing Agent James Fox  
 178 Business Phone 601-855-7192 Business Phone 769-798-1116

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and consent not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These terms are made with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.

**ADDENDUM**

**ARTICLE I - CONDITIONS PRECEDENT TO CLOSING**

**1.1.a DUE DILIGENCE/INSPECTION PERIOD:** Ninety (90) days from the Effective Date of this Agreement.

If one or more of the conditions set forth in Section 1.1a are not satisfied, and Purchaser gives written notice to Seller of its intent to terminate this Agreement on or before 6:00 PM Central Standard Time on the last calendar day of the DUE DILIGENCE/INSPECTION PERIOD, then Purchaser's deposit shall be returned forthwith and this Agreement shall be deemed to be null and void.

The following conditions affect the Purchaser's obligation to close:

A. Satisfactory evidence of appropriate means of ingress and egress in locations agreeable to Purchaser, in his sole discretion, from all streets, roads, or highways abutting or servicing the Subject Property; and,

B. Availability of water, sanitary sewer, storm sewer and utilities at the boundaries of the Subject Property with hook up or tap fees agreeable to Purchaser in his sole and absolute discretion; and

C. Soil test boring reports satisfactory to Purchaser in his sole and absolute discretion; and

D. The Subject Property is free of any and all hazardous materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable federal or state law relating to hazardous materials and wastes.

Purchaser shall have the right to enter and perform testing on the Subject Property, including soil borings, and to determine the existence of any hazardous waste or other materials, and if any type of hazardous waste contaminants or other hazardous material is located thereon, Purchaser shall have the option of requiring Seller to clean up and remove the hazardous waste contaminants or other hazardous material, if any, so that the Subject Property will not be in violation of any laws, and/or Purchaser shall have the right to withdraw from this transaction without any liability, with a full refund of any and all deposits and/or payments made to Seller.

Purchaser



Page 1 of 3

Sellers



**1.1.b GOVERNMENT APPROVAL PERIOD:** Thirty (30) days following the expiration of the **DUE DILIGENCE/INSPECTION PERIOD.**

Commencing at the end of the **DUE DILIGENCE/INSPECTION PERIOD** described in Section 1.1.a above, Purchaser shall have thirty (30) days to satisfy itself of the following conditions. In the event the Purchaser elects to terminate this agreement because one or more of the following conditions are not satisfied, and Purchaser gives written notice to Seller of its intent to terminate the Agreement on or before 6:00 PM Central Standard Time on the last calendar day of the **GOVERNMENT APPROVALS PERIOD**, then Purchaser's deposit shall be returned forthwith and this Agreement shall be deemed to be null and void:


- A. Appropriate zoning from all governmental units for Purchaser's intended use; and
- B. Site Plan approval for Purchaser's intended use from all governmental units required to approve said Site Plan; and
- C. Issuance of all required permit(s) for Purchaser's intended use from all governmental units with authority to issue such permit(s).

Prior to Closing, each of the contingencies contained in Paragraphs 1.1.a and 1.1.b must be satisfied in Purchaser's sole and exclusive discretion. Purchaser may waive any of the above and foregoing contingencies. Such waiver must be in writing and signed by the Purchaser.

1.2 Testing. Purchaser is hereby granted the right for Purchaser or its agents to enter upon the Subject Property and conduct whatever tests may be required to satisfy itself with respect to the conditions/contingencies found in Paragraphs 1.1.a and/or 1.1.b hereof. Further, Purchaser may contact any governmental agencies and file such application as may be required to bring about satisfaction of the conditions set forth in Paragraphs 1.1.a and/or 1.1.b. Seller agrees to extend its full cooperation to the Purchaser with respect to Purchaser's efforts. Purchaser agrees to make all reasonable efforts to minimize any impact upon Sellers' property during any such testing, and, to the best of his ability, return the property to such condition as existed prior to such testing.

**ARTICLE II-CLOSING**

2.1 Closing Date. Closing to occur within thirty (30) days following conclusion of the **GOVERNMENTAL APPROVAL PERIOD**, or when Purchaser gives written notice to Seller that the conditions in Paragraphs 1.1.a and 1.1.b, in his sole and absolute discretion, be satisfied with each contingency sooner, within thirty (30) days written notice from Purchaser.

Purchaser 

Sellers 

**ARTICLE III-ASSIGNMENT**

**3.1 Assignment.** This Agreement is assignable by either party upon written notice to the other.

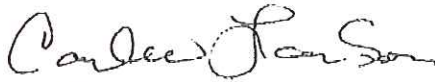
**Purchaser:**

JNJ, LLC




Jeff Cox, Member

**Sellers:**



Carl W. Larson

Anna Charlene Larson

Purchaser 

Sellers 

LAW OFFICES OF ANDY J. CLARK, PLLC  
567 HIGHWAY 51 NORTH, SUITE C  
RIDGELAND, MS 39110

P-601-622-7334

andy@andyjclark.com

F-601-898-1025

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February 3, 2017

VIA U.S. MAIL

City of Canton, Mississippi  
c/o Honorable Arnel D. Bolden, Mayor  
P.O. Box 1605  
226 East Peace Street  
Canton, MS 39046

**Re: JNJ, LLC / Madison County Conditional Use Request**

Dear Mayor Bolden:

I write to notify the City of Canton of my client, JNJ, LLC's application to Madison County for a Conditional Use Permit to extract soils from certain property on North Old Canton Road near its intersection of Highway 51. I attach a map hereto as **Exhibit A** for your reference. While the subject property lies in the jurisdictional limits of the County, Madison County Planning and Zoning requires notification of such application to any municipality within one (1) mile of the property. Please consider this correspondence as such notification.

Please feel free to contact me with any questions or concerns. With kindest personal regards, I remain

Very truly yours,

  
\_\_\_\_\_  
Andy J. Clark, Esq.

Enclosures

# EXHIBIT "A"

Layers

Accession 1

Attribute Value

PPIN 22144

REGION UBL ROAD

MUNICIPAL Misc Parcels

ACCOUNT

OLD\_PARCEL 0820 RAILROAD

OWNERNAME CARSON CARL W

ADDRESS1 4765 MCDADE LANE

ADDRESS2

ADDRESS3

CITY GASTONIA

STATE NC

ZIP 208565567

SECTION 01

TOWNSHIP 08N

RANGE 02E

LANDLOT

DISTRICT

CULT\_VAL1

CULT\_VAL2 11720

UNCUL\_VAL1

UNCUL\_VAL2 2530

IMP\_VAL1

IMP\_VAL2

LAND\_VAL 14250

NEV\_VAL

TOTALVALUE 14250

CULT\_AC1

CULT\_AC2 16.49

UNCULT\_AC1

UNCULT\_AC2 11.51

TOTAL\_AC 28

QUALCLASS1 N

TAX\_DIST 5 C

EXEMPT\_COD 0

HOMESTEAD

ADDED\_DATE

ADDED\_ID

CHANG\_DATE 5.12.2011

CHANG\_ID TBLOUNT

MORTGAGE\_C

DRAIN\_CODE

SUB\_NUM

NEIGH\_CODE

STREET

STREET\_NUM

DEED\_BOOK

DEED\_PAGE

DEED\_DATE

LEGAL1 SOUTH 1/3 OF N1/2 NE1/4

LEGAL2

LEGAL3

SUB\_NAME

BLOCK\_NUM

LOT\_NUM

DWGNAME

PARCEL\_ID\_ 082A-01-018.00.00

Quick Plot

Refresh

Get PRC

Export Selection

Maptip

Measure

Query

Contact

Help

Quick Search

Select

Clear Selection

Zoom Box

Zoom Extents

Zoom Selection

Prev

Next

3 feature(s) selected on 1 layer(s)

1: 9027.9778

7491.6

