

APPLICATION FOR SPECIAL EXCEPTION

Name and Address of Applicant: Scott Gideon	Street Address of Property (if different address): Richton Road and Stokes Road See Site Plan/Reclamation Plan attached hereto as Exhibit B
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APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
March 1, 2017	A-1	See (Exhibit A) Digital Format will be submitted	091F-24-004/00.00		See Site Plan/Reclamation Plan attached as Exhibit B

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

Scott Gideon has a contract on a +/- 300 acre parcel of property, which includes the above-referenced property (see attached collective Exhibit C). This contract is contingent on Madison County approving Mr. Gideon's Site Plan and issuing permits for his intended use. As Developer, Mr. Gideon presents this application for a Conditional Use Permit Pursuant to Article XXVI, Section 2605.01, and Article V, Agricultural District (A-1), Section 502 (G) for extraction of soils. Along with this application, pursuant to Article XXVI, Section 2605.01, and Article V, Agricultural District (A-1), Section 502 (G), Mr. Gideon, 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

Scott Gideon *B7: SJK w/ permission*

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 _____

EXHIBIT A TO APPLICATION FOR CONDITIONAL USE-SCOTT GIDEON

A parcel of land approximately 84 acres in size located in the Southeast corner of Section 24 Township 9 North Range 1 East, and lying south of Stokes Road and East of Richton Road known as Parcel no 091F-24-004/00.00 on the Madison County tax roll.

EXHIBIT "B"



TIME FRAME SCHEDULE

START	END
MAY 1, 2017	MAY 1, 2022

30' WIDE DRIVE w/
OVERSIZE ROCK

STOKES ROAD

50' BUFFER AREA

RIGHTON ROAD

MINING AREA

PROPOSED LAKE

50' BUFFER AREA



NOTE:

1. GRADE TO DRAIN TOWARDS LAKES.
2. ALL DISTURBED AREAS TO BE GRASSED ONCE WORK IS COMPLETED ON THAT AREA.
3. 50' TREE BUFFER TO BE LEFT ALONG PROPERTY LINES WHERE THEY EXIST.

RIGHTON ROAD PROPOSED RECLAMATION PLAN

Date: 03-03-17

Scale: 1"=200'

Job No.: 17-047

DWG FILE: 17-047Base

Drawn By: SM

Permit No. _____

STATE OF MISSISSIPPI

Application No. _____

SURFACE MINING PERMIT APPLICATION

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

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

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

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

For Office use only

A. GENERAL INFORMATION

- Name of Applicant: Biedson 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 _____
- 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
- Name of Mine: Richton Rd. Mine Mine Supervisor: Stacy Rhodes
 Phone No. 601-924-4220 Fax No. 601-924-4984
- Location of Operation (to nearest quarter-quarter section):
SE 1/4 S of Pub Rd. E of N & S of Pie Rd. 24 09N 01E Madison
 Section Township Range County
- Physical address of mine or nearest named road Richton Rd.
- Method of Operation Open Pit Strip Dredge Wash Operation, if so Water Source _____
 Wash System Type Closed system Open system
- Number of Acres to be Permitted:
 Excavation 80
 Haul roads, plant site, ponds, storage piles, etc. 4
 TOTAL PERMITTED AREA 84
- Is the Permit Area located: Yes No
 a. within 100 feet of a public road?
 b. within 100 feet of a cemetery?
 c. within 300 feet of an occupied building?
 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.
- 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 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.
(Topsoil MUST 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 _____ tons | Begin reclamation <u>5 / 2019</u> |
| | Complete reclamation <u>5 / 2023</u> |
3. Depth to ground water: 15 ft.
4. How will dust be controlled?
- Water on haul roads
- _____
5. Types of erosion control structures that will be utilized.
- Settling ponds Drainage ditches
- Diversion berms Terraced slopes
- silt fencing
6. Describe the land to be affected by mining as it presently exists:
- a. Land use farm land b. Predominant vegetation CORN
7. Will explosives be used? ___ Yes No
8. Is test-boring data available? Yes No
9. Are toxic materials likely to be encountered at any time? ___ Yes No
10. Will there be any discharge to local streams or other bodies of water? ___ Yes 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:
- Topsoil segregated Mixed strata _____
2. Describe the protection method for the stockpiled topsoil.
- berm around the storage pile
- grass cover on the pile (recommended)
- stored under a cover
- _____
3. How will highwalls, standing faces, and banks be reduced to minimize erosion? (All highwalls must be sloped, minimum 3 horizontal to 1 vertical.)
- slopes will be terraced
- sloped to a gradient of 3 to 1
- blended with surrounding contours
- _____

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>Ry + 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: 1000⁰⁰ (minimum of \$1,000 per acre)

D. NAMES AND ADDRESSES OF PERSONS AFFECTED BY THIS OPERATION

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

Name: <u>Scott Gideoos</u>	Name: _____
Address: <u>n/a</u>	Address: _____
Phone: <u>601-750-5111</u>	Phone: _____

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

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

3. Person(s) living on permit area

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	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.

4/7/17
date


signature

Stacy Rhodes
printed name

management
title

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.

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. PARTIES.** Buyer(s) Scott Gideon and or assigns
2. Seller(s) Richton Place, LLC
3. Buyer(s) agree to buy and Seller(s) agree(s) to sell, the herein described property on the terms and conditions set forth herein.
4. **2. PROPERTY.** Description: 300 +/- acres situated in Sec 24, T9N, R1E & Sec 19 & 20, T9N, R2E
5. _____
6. _____ in Madison 39046 Madison County, MS
7. (street address, if available) (city/town/zip code)
8. The Property is further described as tax parcel # _____ in the public
9. records of the county within which the property is located, the exact legal description to be determined by survey (if agreed).
10. Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences, wells, etc.
11. Prior to Closing, Seller may remove on the following (if any, insert description here):
12. N/A
13. _____
14. _____
15. **Mineral Rights:** Seller(s) will transfer ANY NONE _____ OTHER 50 (%) of mineral rights
16. which it possesses in the real property to the Buyer(s).
17. **3. PURCHASE PRICE:** Buyer will pay a total price of \$ ██████████ as follows:
18. **Cash Down Payment at Closing** (subject to adjustments and pro-rations) \$ _____
19. **Balance:** \$ ██████████ payable as (check one)
20. (A) Cash
21. (B) New Loan (check appropriate boxes): FHA VA CONV Other: _____
22. Adjustable Fixed
23. **4. EARNEST MONEY.** A sum of \$ ██████████ (cash check) is to be deposited with
24. _____ [Broker/Trustee], who shall hold it in trust, presuming clearance
25. of check. Upon acceptance of the Contract, earnest money deposit and down payment received by above named Broker/Trustee
26. shall be deposited in a federally insured escrow account and shall remain in that account until the transaction has been consummated
27. or terminated. In any event of failure to close, Broker/Trustee has authority to provide the earnest money to the rightfully entitled
28. party based upon the terms of the Contract. In the event the Broker/Trustee cannot determine by the terms of the Contract which
29. party is rightfully entitled to the earnest money, the Broker/Trustee shall interplead the funds.
30. **5. CONTINGENCIES.**
31. (A) **No Waste.** This Contract is conditioned upon delivery of the Property and any and all improvements in their present condition,
32. reasonable wear and tear excepted. Seller(s) shall preserve the Property in its present general condition, normal wear and tear
33. excepted, and shall not permit the Property to suffer waste avoidable by the reasonable exercise of due care.
34. (B) **Loan.** Contract is contingent upon Buyer(s) being approved for a loan sufficient to close, provided that Buyer(s) makes timely
35. application and good faith efforts to secure a loan prior to Closing. Within seven (7) calendar days after the Effective Date of the
36. Contract, Buyer(s) will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently
37. and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make
38. timely payment of any costs of obtaining such loan approval. Failure of the Buyer(s) to make timely application for loan and
39. exercise good faith efforts to facilitate its approval shall entitle the Seller(s) at its option to (A) excuse the failure and proceed with
40. the transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare the
41. Contract void and refund to Buyer(s) the earnest money deposit. OR (C) treat the failure as a Breach by Buyer(s) under paragraph 10
42. hereof.
43. (C) **Appraisal.** Applicable Not Applicable (Check One)

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Copyright ©2016 by Mississippi Association of REALTORS®
F2 - Contract for the Sale and Purchase of Real Estate - Lots & Land

Rev. Date 03/2016

Lee Hawkins, Realty, P.O. Box 58 Madison, MS 39130
Phone: (601)856-3898

Fax: (601)856-3948 Lee Hawkins

elmore

44. If applicable, Property must appraise at or above Purchase Price or Buyer(s) shall not be obligated to complete the purchase of the
45. Property and all Earnest Money shall be refunded to Buyer(s), except when Buyer(s) have failed to secure a timely appraisal in good
46. faith. Failure of Buyer(s) to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.
47. **(D) Acceptance in Current Condition.** Buyer(s) has/have inspected the property and find(s) same to be in satisfactory condition
48. and accepts same in its current condition. Buyer(s) acknowledge(s) that neither Seller(s) nor Listing Broker nor Seller Broker or
49. salespersons associated with this transaction have made any warranty, express, implied or otherwise, as to the Property, except such
50. express warranties as the parties agree to in writing attached hereto, which shall survive Closing.
51. **(E) Final Walk-Through Inspection.** Irrespective of the election made above, Buyer(s) retain(s) the right to perform a final walk-
52. through Inspection of the Property prior to Closing to verify the terms of the Contract have been fulfilled.
53. **(F) Pre-Closing Loss.** In the event of damage to the Property or improvements before Closing by virtue of causes beyond the parties'
54. control, such as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon
55. thereafter as reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:
56. **(1)** cancel this contract and be entitled to the return of earnest money deposits; OR
57. **(2)** waive any objection and proceed to Closing on the terms set forth in this Contract; OR
58. **(3)** seek to reach suitable agreement with Seller(s) as to repair(s), extension of the Closing date and/or other adjustments to the
59. Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after
60. election by Buyer(s) to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle
61. Buyer(s) to the return of earnest money deposits.
62. **6. CLOSING.**
63. **(A) Deadline to Close.** Closing to be on June 20, 2017, or before if mutually agreed to in writing by the
64. parties (subject to the provisions of Section 9(G) hereof).
65. **(B) Title And Conveyance.** At Closing, Seller, at Seller's expense, shall deliver to Buyer a **General Warranty Deed**
66. **Special Warranty Deed** **Assignment of Lease** **Quitclaim Deed** vesting title to the Property in (write names clearly):
67. _____ ;
68. and a certificate of title prepared by an attorney upon whose certificate title insurance may be obtained from a title insurance
69. company acceptable to Buyer(s) and qualified to do and doing business in the State of Mississippi. Seller(s) shall, prior to or at
70. Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special assessments, escrow amount of
71. Property Owner's Association or Condominium fees affecting the subject property which are not specifically assumed by Buyer(s)
72. herein. Title shall be good and marketable, subject only to the following items recorded in the Chancery Clerk's Office of said
73. county: easements without encroachments, applicable zoning ordinances, protective covenants and prior mineral reservations;
74. otherwise Buyer(s), at its option, may either (A) if defects cannot be cured by designated Closing date, cancel this Contract, in which
75. case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to Closing; or (C) if the defects are of
76. such character that they can be remedied by legal action within a reasonable time, permit Seller(s) such reasonable time to perform
77. this curative work at Seller(s)' expense. In the event curative work is performed by Seller(s), the time specified herein for Closing
78. shall be extended for a reasonable period necessary for such cure, said period not to exceed thirty (30) days unless agreed to in
79. writing by the parties. The deed and certificate of title are separate costs and not considered "Closing Costs" under this Contract.
80. **(C) Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are
81. to be prorated as of the Closing date for the year of the sale. Pro-rated items are not "Closing Costs" under this Contract.
82. **(D) Closing Costs.** At Closing, Seller agrees to pay up to \$ _____ toward closing costs (subject to applicable law;
83. does not include Compensation to Brokers, cure of title defects under paragraph 6(B), or prorated items under paragraph 6(C).
84. **(E) Possession.** Possession shall be delivered to Buyer(s) (check one):
85. Upon completion of Closing and full funding
86. By separate *Possession Addendum* attached and made a part of this Contract
87. **7. DISCLOSURES.**
88. **(A) Multiple Listing Service ("MLS").** The Selling Broker is a participant of the central ms
89. Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.
90. **(B) Equal Housing Opportunity.** In accordance with the federal Fair Housing Law, it is illegal to block bust or to discriminate
91. against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or
92. residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage
93. services.
94. **(C) Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan
95. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage
96. company to release any information pertinent to the mortgage secured by the Property to foresaid brokers or salespersons and the
97. closing attorney.



98. **8. BROKERS AND SALESPERSONS.**

99. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

100. Selling Brokerage Lee Hawkins Realty, Inc. Selling Agent Bryan Jameson

101. Selling Brokerage Address: _____

102. Selling Broker License No. _____ Selling Agent License No. _____

103. Business Phone _____ Business Phone _____

104. Email: _____ Facsimile: _____

105. Listing Brokerage _____ Listing Agent _____

106. Listing Brokerage Address: _____

107. Listing Broker License No. _____ Listing Agent License No. _____

108. Business Phone _____ Business Phone _____

109. Email: _____ Facsimile: _____

110. **(B) Agency Relationship. (Check One):**

111. The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s) is/are the customer.

113. The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent the Buyer(s).

114. The Listing Firm and its salespersons represent both Seller(s) and the Buyer(s) as dual agents by mutual agreement and all parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.

116. The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are not represented and is/are a customer.

117. (C) **Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action,

119. the defaulting party agrees to pay court costs including reasonable attorney fees. Compensation due hereunder is deemed earned, due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller(s), though Broker

121. agrees to accept payment at Closing as an accommodation to the parties.

122. (D) **No Reliance.** Neither party shall be bound by any terms, conditions, oral statements, warranties or representations not herein contained. Seller(s) and Buyer(s) acknowledge that neither of them have relied upon any statement, representation or omission made

124. or documentation provided by the other party or the Broker(s) and salesperson(s) and their representatives relating to this transaction including, but not limited to, value of the Property, condition of the Property, the decision to sell or purchase the Property, the terms

126. or condition of sale, tax or legal considerations or liability, size or condition of the Property, the presence or lack thereof of UFFI insulation, the presence of or lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous flooding, effect of or location

128. within Mississippi State Tidelands or Federal wetlands, presence of expansive soils, or the presence or absence or enforceability of acceleration clauses or tax or balloon notes.

130. (E) **Liability.** Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received as compensation.

132. **9. GENERAL.**

133. (A) **Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

136. (B) **Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.

137. (C) **Assignment.** This Contract shall not be assignable by either party without consent of the other party.

138. (D) **Effective Date.** For purposes of this contract the Effective Date is the date the last necessary party signs.

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

143. If to Seller(s):

144. Address: _____

145. Facsimile: _____

146. Email: _____

147. If to Buyer(s):

148. Address: _____

149. Facsimile: _____

150. Email: _____



151. (F) **Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or
152. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.
153. (G) **Time Is Of The Essence.** Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in
154. performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this
155. Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by
156. no more than the actual number of days of delay necessitated by such law or regulation.
157. **10. BREACH.** Specific performance is the essence of this Contract, except as otherwise specifically provided for herein and as
158. further delineated below.
159. In the event of breach of this Contract by Buyer(s), Seller(s) may, at its/their option (A) accept the earnest money deposit as
160. liquidated damages and this Contract shall be null and void; OR (B) file suit in any court of competent jurisdiction for damages; OR
161. (C) file suit in any court of competent jurisdiction for specific performance and any damages. If Seller elects to proceed under (A)
162. or (B) in this section, or if Seller(s) proceed(s) under (C) and is/are unsuccessful in a suit for specific performance but receive(s) an
163. award of the earnest money deposit and/or damages, Listing Broker shall retain or be paid one-half (1/2) of the earnest money
164. deposit amount or damages awarded as their compensation, not to exceed the full compensation due under the Listing Agreement. If
165. Seller(s) elects to proceed under option (C) and secure(s) specific performance, Listing Broker shall be paid the full compensation
166. due under the Listing Agreement.
167. In the event of breach of this Contract by Seller(s), Buyer(s) may at its/their option (A) accept the refund of its earnest money
168. deposit as liquidated damages and this Contract shall be null and void; OR (B) file suit in any court of competent jurisdiction for
169. damages, less credit for earnest money returned to Buyer(s); OR (C) file suit in any court of competent jurisdiction for specific
170. performance and any damages. In the event of Seller(s)' breach, Listing Broker shall be paid the full compensation due under the
171. Listing Agreement, unless this Contract requires Buyer(s) to pay all or any portion of said compensation. If it becomes necessary to
172. ensure the performance of this Contract for either party to initiate litigation, then the non-prevailing party agrees to pay reasonable
173. attorney fees and court costs in connection therewith to the prevailing party.
174. **11. SPECIAL PROVISIONS.** (If none, write "NONE" below):

175. Seller to pay closing attorney fees and current updated survey. Buyer to pay ant other
176. closing costs. Exact sale price to be determined by accurate survey at \$7,950./acre.
177. Any rental income from crops, etc. to be prorated as of closing date. \$30,000.00 earnest
178. money is non-refundable and buyer has 90 days due diligence. For \$10,000, buyer can
179. extend due diligence period for an additional 30 days and sale to be closed within 30
180. days from expiration of due diligence period. All non-refundable earnest money to be
181. applied to purchase price if buyer chooses to proceed with sale.

182. _____
183. _____
184. _____
185. _____
186. _____
187. _____
188. _____

189. **12. EXPIRATION OF OFFER.** This offer expires at 2 a.m. p.m, Central Standard Time (CST) on
190. February 21, 2017 [date] if not accepted, countered or rejected by Seller(s) by that time.



191. **13. ATTACHMENTS. (Check All That Apply):**

- 192. ___ Dual Agency Confirmation
- 193. Mandatory Arbitration Addendum
- 194. ___ Pre-Closing Repair/Improvement Addendum
- 195. ___ Right of First Refusal Addendum
- 196. ___ Pre-Closing Possession Addendum
- 197. ___ Post-Closing Possession Addendum
- ___ Lead Based Paint Disclosure
- ___ Option Agreement
- ___ Back Up Agreement Contingency
- ___ VA/FHA Disclosures (as required)
- ___ Other _____

198. **14. SIGNATURE BLOCKS.**

199. Signed this the 20 day of FEB, 2017, at 1:50 a.m. p.m., and a copy hereof received:
 200. BUYER Scott Gideon and or assigns BUYER _____
 201. Phone _____ Phone _____

202. The foregoing offer is **accepted** this the 20 day of FEB, 2017, at 1:50 a.m. p.m.,
 203. and a copy hereof received:
 204. SELLER Richard M. Munn, LLC SELLER _____
 205. Phone _____ Phone _____
 206. A copy of this **acceptance** has been received this the _____ day of _____, _____, at _____ a.m. p.m.
 207. BUYER _____ BUYER _____

208. The Sellers have **countered** this offer subject to the terms of the attached Counter Offer No. _____ this the _____
 209. day of _____, _____, at _____ a.m. p.m., and a copy hereof received:
 210. SELLER _____ SELLER _____

211. The Sellers have received a copy of this offer and **rejected** same and make no counter offer this the _____ day of
 212. _____, _____, at _____ a.m. p.m., and a copy of this rejection has been delivered
 213. to Buyer(s).
 214. SELLER _____ SELLER _____
 215. A copy of this **rejection** has been received this the _____ day of _____, _____, at _____ a.m. p.m.
 216. BUYER _____ BUYER _____



MANDATORY ARBITRATION ADDENDUM
Brokers and Agents

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 This Addendum is attached to and made part of the Contract dated February 20, 2017
2 Between Seller(s) Richton Place, LLC
3 and Buyer(s) Scott Gideon and or assigns
4 for Property located at:
5
6 300 +,- acres situated in Sec 24, T9N, R1E & Sec 19 & 20, T9N, R2E
7 (Address or Description per Contract)
8 Insofar as the parties intend to provide for mandatory arbitration in relation to Contract for the Sale and
9 Purchase of Real Estate executed by them on the date herewith ("the Contract), the following provisions apply:

10 For and in consideration of the entry by Seller and Buyer into the Contract, and in further consideration of the
11 terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged,
12 the parties acknowledge, understand and agree, by these presents, in addition to all other terms and conditions
13 set for the Contract as follows:

14 **1. Matters to be Submitted to Arbitration**

15 All disputes and controversies of every kind and nature arising out of and in connection with the real estate
16 transaction as against the Listing Broker, the Selling Broker (if any) and/or their agents or representatives shall
17 be submitted to arbitration pursuant to the procedure set forth in this agreement.

18 **2. Procedure and Venue**

19 Matters to be arbitrated under this agreement shall be resolved by arbitration administered by the American
20 Arbitration Association in accordance with its arbitration rules, policies and procedures, and in accordance with
21 applicable provisions of Mississippi law, including Miss. Code Annotated, Section 11-51-1 *et seq.* Venue of
22 the proceeding shall be in the county in which the land is located, unless the parties agree in writing otherwise.

23 **3. Agreement as Bar to Litigation.** The provisions of this agreement shall be complete defense to any suit,
24 action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with
25 respect to any controversy or dispute arising during the period of this agreement and which is arbitrable as set
26 forth in this agreement. The arbitration provisions of this agreement shall, with respect to such controversy or
27 dispute, survive the termination or expiration of the Contract.

28 **4. Modification of Agreement by Arbitrators**

29 Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to
30 alter, change, amend, modify, add to, or subtract from any of the provisions of the Contract.

31 **5. Governing Law**

32 It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of
33 the State of Mississippi.

34 **6. Entire Agreement**

35 This agreement constitutes the entire agreement between the parties and any prior understanding or
36 representation of any kind preceding the date of this agreement shall not be binding upon either party except to
37 the extent incorporated in this agreement.



38 **7. Modification of Agreement by Parties**

39 Any modification of this agreement or additional obligation assumed by either party in connection with this
40 agreement shall be binding only if evidenced in writing signed by each party or an authorized representation of
41 each party.

42 **8. Notices**

43 Any notices provided for or concerning this agreement shall be in writing and be deemed sufficiently given
44 when sent by certified or registered mail and if sent to the respective address of each party as set forth at the
45 beginning of this agreement.


46 **9. Paragraph Headings**


47 The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used
48 to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

49 In witness, each party to this agreement has caused it to be executed on the date indicated below, the same to
50 constitute a separate agreement between them, and the same to be incorporated into and be part of the Contract.

51 **NOTE: By signing this agreement you are waiving certain rights, including your right to proceed with**
52 **litigation in the event of a dispute covered by this agreement.**

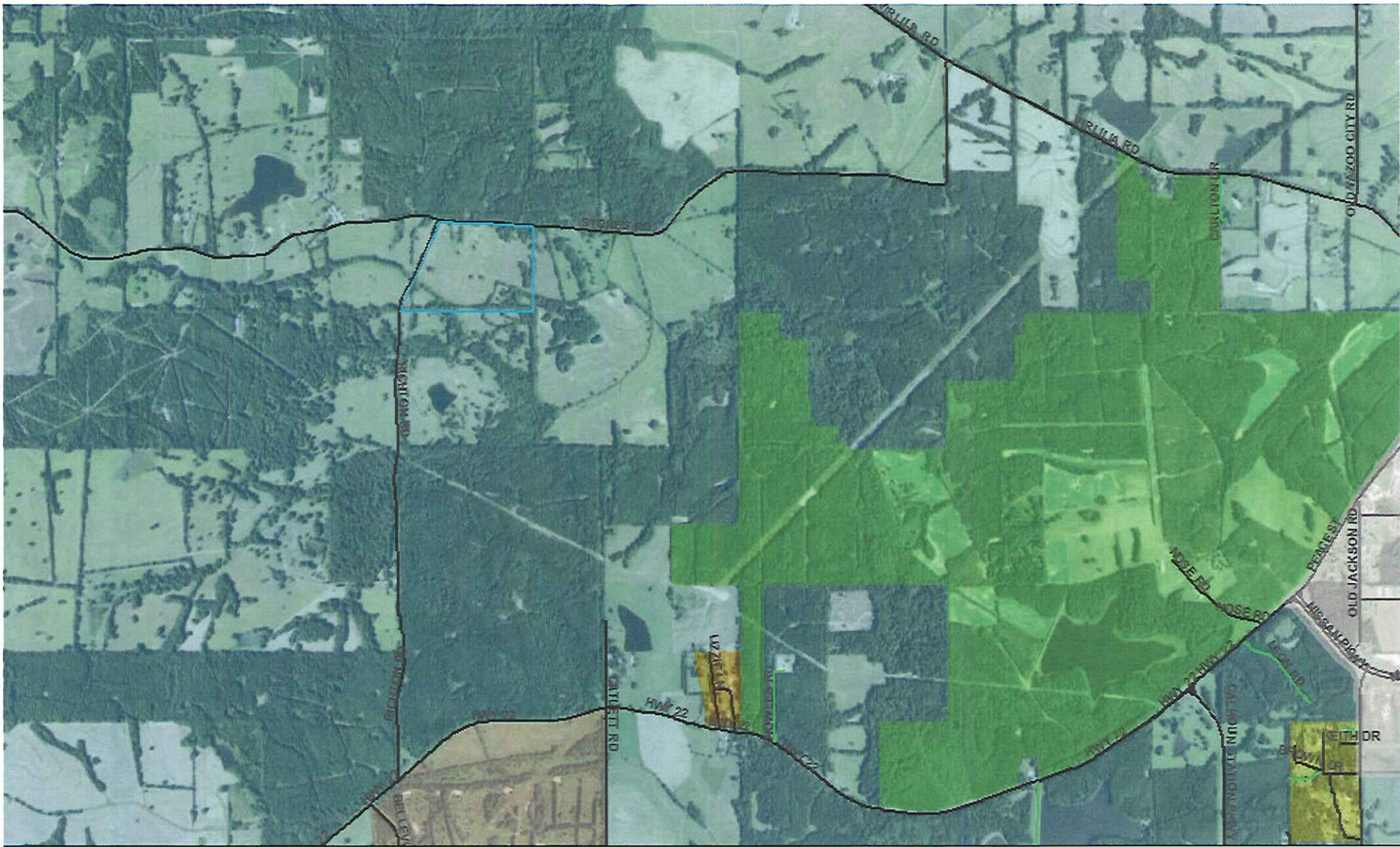
53 
54 Seller(s) Richton Place, LLC

55 
56 Buyer(s) Scott Gideon and or assigns

57 
58 Listing Broker (if any)
Lee Hawkins Realty, Inc.

Selling Broker (if any)
Bryan Jameson





Madison County Web Map

- | | | | |
|------------------|---------|-----|----|
| Municipal Limits | PRIVATE | PUD | I2 |
| Roads | Zoning | R2 | R3 |
| Public | A1 | | |

*Madison
County
GIS*

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Madison County