

APPLICATION FOR VARIANCE

Name and Address of Applicant:

Michael Hudgins
 1004 Derby Cove
 Madison, MS 39110

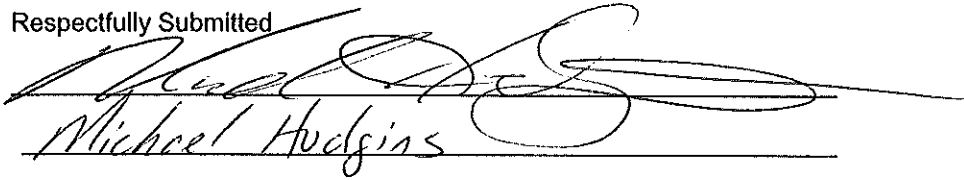
RECEIVED APPLICATION DATE AUG 01 2017	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
	I-2	See (Exhibit A)	082H-28-003/09.00	X	See (Exhibit B)

Other Comments: As per Article 2604 of the Madison County Zoning Ordinance.

Comments

Subdivide property into 2 parcels with one to be 142 feet of road frontage for development

Respectfully Submitted



Michael Hudgins

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 _____

August 11, 2017

Madison County Planning & Zoning
125 West North Street
Canton, MS 39046

Attn: Director Carl F. Allen

I respectfully request a road frontage variance on Industrial Drive South, Gluckstadt, MS from 200 feet to 142 feet.

On June 15, 2015, I entered into a contract and completed the purchase of 4.65 acres from the Madison County Economic Development Authority (MCEDA) f/k/a Industrial Development Authority of Madison County, Mississippi. The property includes many easements: Drainage and Maintenance Easement to CC&F East Limited Partnership, a Permanent Ingress/Egress easement to Madison County Wastewater Authority and Right of Way Easements to Bear Creek Water Association, Mississippi Economic Impact Authority and a Utility Easement to CC&F East Limited Partnership (See exhibit A).

It was my intent to subdivide the property into two (2) parcels, developing one side and selling the other. I hired Tom Ellison, PLS to survey the property and divide it into Parcel A (2.51 acres) and Parcel B (2.14 acres). Parcel B was listed for sale by Lee Hawkins Realtors on April 4, 2016, and met the required 200 feet road frontage. It also included the drainage easement and access easement (see exhibit B). The price on the property was lowered at least twice with no offers made.

On June 9, 2017, I received an offer to purchase 1.21 acres, which does not include the MCWWA Ingress/Egress Easement or the Drainage and Maintenance Easement to CC&F Limited Partnership. This section of land is not developable; therefore, the buyer does not want to be responsible for future maintenance and taxes on a property that is not useable or has any value. I entered into a contract on June 30, 2017 (see exhibit C). Excluding these two easements, the road frontage is reduced to 142 feet, for which I am requesting the variance. Tom Ellison, PLS once again resurveyed the property (see exhibit D). Please know that the property has not been recorded as subdivided and remains as the original 4.65 acres on the county's plat. Platting the most recent survey will be done with the approved variance and sell of the property.

By providing the road frontage variance of 142 feet, a property that once generated no tax revenue, will generate taxes on two parcels of land, the improvements on each, and will also create jobs.

Regards,

A handwritten signature in black ink, appearing to read "Michael L. Hudgins". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael L. Hudgins

LEGAL DESCRIPTION

A PARCEL OF LAND CONTAINING 4.65 ACRES (202,687.45 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; RUN THENCE S89°21'36"W FOR A DISTANCE OF 503.26 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE S89°21'36"W FOR A DISTANCE OF 818.85 FEET; THENCE N00°27'06"W FOR A DISTANCE OF 44.15 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL DRIVE; THENCE RUN ALONG SAID RIGHT OF WAY 517.05 FEET ALONG THE ARC OF A 686.36 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 504.91 FOOT CHORD BEARING N58°18'09"E; THENCE N36°36'21"E FOR A DISTANCE OF 200.44 FEET TO A FOUND IRON PIN; THENCE S53°40'00"E FOR A DISTANCE OF 335.20 FEET TO A FOUND IRON PIN; THENCE SOUTH FOR A DISTANCE OF 262.61 FEET TO THE POINT OF BEGINNING.

PARCEL A

A PARCEL OF LAND CONTAINING 3.44 ACRES (150,029.07 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; RUN THENCE S89°21'36"W FOR A DISTANCE OF 503.26 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE S89°21'36"W FOR A DISTANCE OF 818.85 FEET; THENCE N00°27'06"W FOR A DISTANCE OF 44.15 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL DRIVE; THENCE RUN ALONG SAID RIGHT OF WAY 517.05 FEET ALONG THE ARC OF A 686.36 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 504.91 FOOT CHORD BEARING N58°18'09"E; THENCE N36°36'21"E FOR A DISTANCE OF 58.44 FEET; THENCE S53°34'54"E FOR A DISTANCE OF 286.67 FEET; THENCE S67°52'36"E FOR A DISTANCE OF 133.88 FEET; THENCE SOUTH FOR A DISTANCE OF 126.61 FEET TO THE POINT OF BEGINNING.

THIS IS A CLASS "B" SURVEY ACCORDING TO THE "STANDARDS OF PRACTICE FOR SURVEYING" IN THE STATE OF MISSISSIPPI, ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-15(f), MISSISSIPPI CODE OF 1972 AS AMENDED.

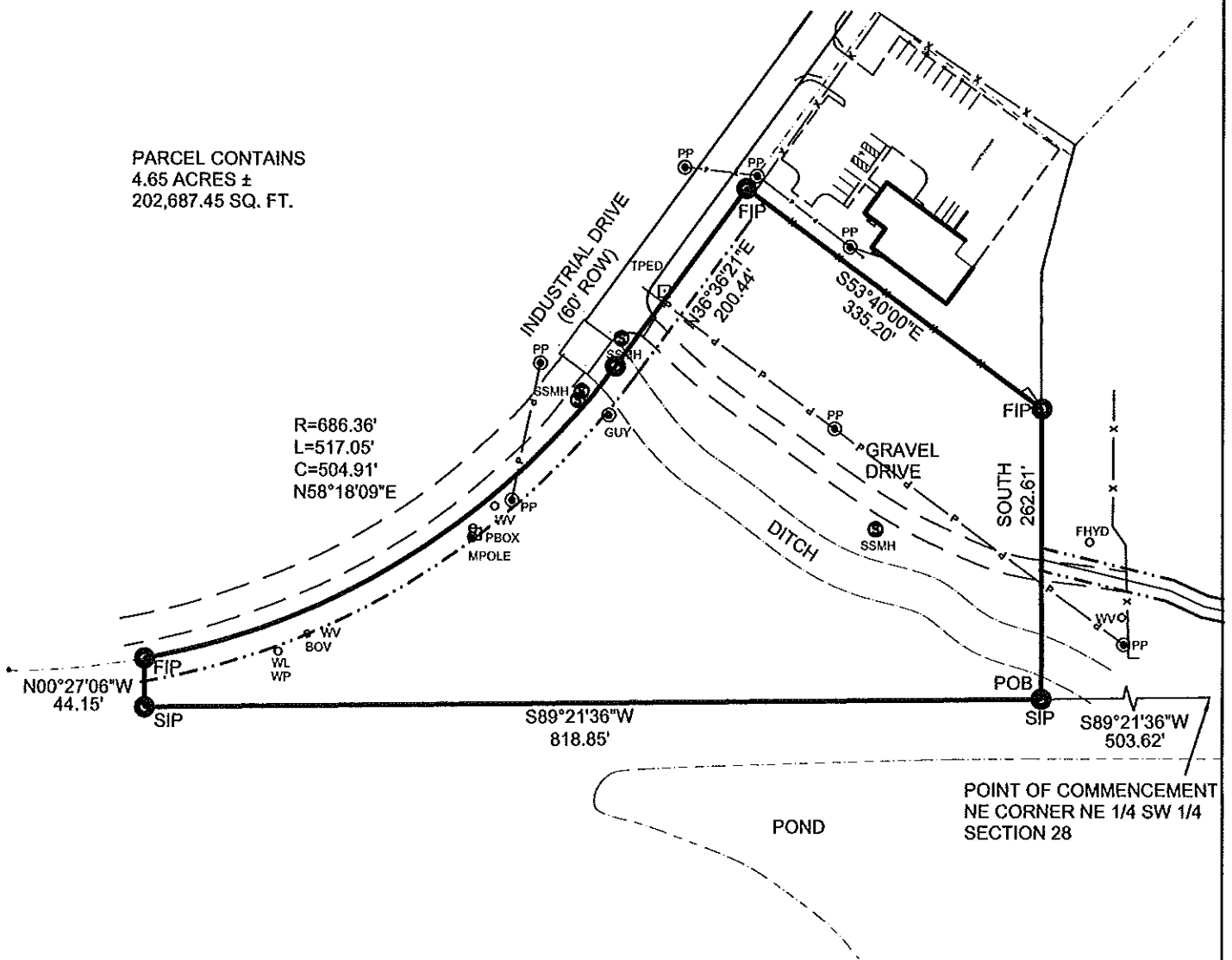
ONLY VISIBLE UTILITIES ARE SHOWN ON THIS PLAT.

REFERENCE MERIDIAN - TRUE NORTH BASED ON FOUND MONUMENTS.

○ INDICATES 1/2" X 18" FERROUS METAL ROD @ PROPERTY CORNERS. FIP INDICATES FOUND IRON PIN. SIP INDICATES SET IRON PIN.

A CURRENT TITLE REPORT WAS NOT FURNISHED TO US FOR OUR USE IN PREPARING THIS SURVEY. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, AND / OR SERVITUDES EFFECTING THIS PROPERTY WHICH ARE NOT SHOWN ON THIS SURVEY.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE AND SEAL OF SURVEYOR PRESENT.



D A B L E S U R V

I, Roger T. Ellison, P.L.S., do hereby certify that the survey shown hereon was performed under my supervision, and that the features depicted on this plat are a correct representation of

SURVEY SHOWING:

Exhibit A

STATE OF MISSISSIPPI
COUNTY OF MADISON

MADISON COUNTY ECONOMIC
DEVELOPMENT AUTHORITY _____ GRANTOR

TO:

MICHAEL L. HUDGINS _____ GRANTEE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), this day cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **Madison County Economic Development Authority**, f/k/a Industrial Development Authority of Madison County, Mississippi, does hereby grant, bargain, sell, convey and warrant unto **MICHAEL L. HUDGINS**, the following described tract or parcel of land, together with all improvements, hereditaments and appurtenances thereon located or thereunto belonging, being located and situated in **MADISON COUNTY, MISSISSIPPI**, to-wit:

A PARCEL OF LAND CONTAINING 4.65 ACRES (202,687.45 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; RUN THENCE S89°21'36"W FOR A DISTANCE OF 503.26 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE S89°21'36"W FOR A DISTANCE OF 818.85 FEET; THENCE N00°27'06"W FOR A DISTANCE OF 44.15 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL DRIVE; THENCE RUN ALONG SAID RIGHT OF WAY 517.05 FEET ALONG THE ARC OF A 686.36 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 504.91 FOOT CHORD BEARING N58°18'09"E; THENCE N36°36'21"E FOR A DISTANCE OF 200.44 FEET TO A FOUND IRON PIN; THENCE S53°40'00"E FOR A DISTANCE OF 335.20 FEET TO A

FOUND IRON PIN; THENCE SOUTH FOR A DISTANCE OF 262.61 FEET
TO THE POINT OF BEGINNING.

The above warranty is subject to the following exceptions, to-wit:

1. There are no ad valorem taxes for the year 2015 as the property is exempt therefrom. Grantee shall be responsible for ad valorem taxes for subsequent years.
2. Madison County Zoning and Subdivision Regulations and Ordinances, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Declaration of Covenants, Conditions and Restrictions recorded in Book 471, Page 463; Book 1226, Page 672; Book 2723, Page 540, Book 2723, Page 540; and Book 2738, Page 528.
5. That certain Drainage and Maintenance Easement to CC&F East Limited Partnership dated March 18, 1988, filed on March 18, 1988 at 12:20 p.m. and recorded in Book 238, Page 297.
6. That certain Certificate of Compliance and Waiver dated March 18, 1988, filed on March 18, 1988 at 12:20 p.m. and recorded in Book 645, Page 49.
7. That certain Right of Way Easement to Bear Creek Water Association, Inc. dated January 16, 1997, filed on January 28, 1997 at 3:10 p.m. and recorded in Book 390, Page 513.
8. That certain Easement and Right of Way Agreement to Mississippi Economic Impact Authority dated October 16, 2003, filed on January 7, 2004 at 10:50 a.m. and recorded in Book 1729, Page 470.
9. That certain Easement and Right of Way Agreement to Mississippi Economic Impact Authority dated October 20, 2003, filed on January 7, 2004 at 10:50 a.m. and recorded in Book 1729, Page 478.
10. That certain Permanent Ingress/Egress Easement to Madison County Wastewater Authority dated July 10, 2006, filed on July 11, 2006 at 5:00 p.m. and recorded in Book 2073, Page 51.
11. That certain utility easement contained in that certain Warranty Deed to CC&F East Limited Partnership, dated March 18, 1988, filed on March 18, 1988 at 12:20 p.m. and recorded in Book 238, Page 291.

12. Any and all easements and rights of way for public roads, drainage ditches, public utilities and any and all other public easements and rights of way which may be recorded in the Office of the Chancery Clerk of Madison County, Mississippi.

WITNESS THE SIGNATURE of the Madison County Economic Development Authority by its duly authorized officer on this the _____ day of December, 2015.

**MADISON COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

BY: _____
TIM COURSEY, EXECUTIVE DIRECTOR

STATE OF MISSISSIPPI

COUNTY OF MADISON

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, within named **TIM COURSEY**, who acknowledged to me that he is the **EXECUTIVE DIRECTOR** of the **MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, and that for and on behalf of said entity, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said entity so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of December, 2015.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

THIS IS A CLASS "B" SURVEY ACCORDING TO THE "STANDARDS OF PRACTICE FOR SURVEYING" IN THE STATE OF MISSISSIPPI, ESTABLISHED BY THE AUTHORITY OF SECTION 73-13-15(f), MISSISSIPPI CODE OF 1972 AS AMENDED.

ONLY VISIBLE UTILITIES ARE SHOWN ON THIS PLAT.

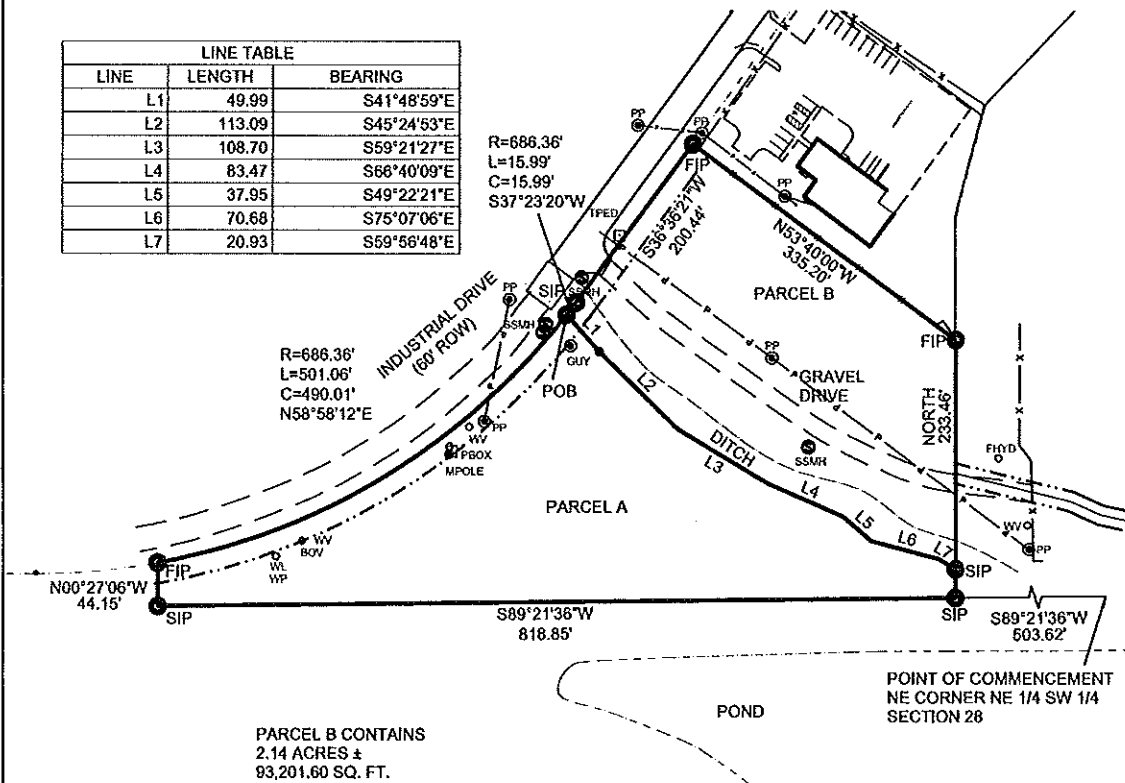
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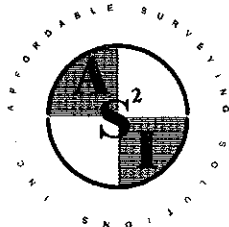
A CURRENT TITLE REPORT WAS NOT FURNISHED TO US FOR OUR USE IN PREPARING THIS SURVEY. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS, AND / OR SERVITUDES EFFECTING THIS PROPERTY WHICH ARE NOT SHOWN ON THIS SURVEY.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE AND SEAL OF SURVEYOR PRESENT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.99	S41°48'59"E
L2	113.09	S45°24'53"E
L3	108.70	S59°21'27"E
L4	83.47	S66°40'09"E
L5	37.95	S49°22'21"E
L6	70.68	S75°07'06"E
L7	20.93	S59°56'48"E



*Mike Hudgins
(601) 214-6456*



452 HOLLY HEDGE DRIVE
MADISON, MS 39110

CELL (601)954-3785
romans58@comcast.net

I, Roger T. Ellison, P.L.S., do hereby certify that the survey shown hereon was performed under my supervision, and that the features depicted on this plat are a correct representation of conditions as they existed on 02/14/16, to the best of my knowledge and belief.



Roger T. Ellison, P.L.S. # 2710

SURVEY SHOWING:

PARCEL B

SITUATED IN NW 1/4 SEC 28,
T-8-N, R-2-E,
MADISON COUNTY, MS


DRAWN BY: DME	DATE: 02/14/16	SURVEY CLASS: B
CHECKED BY: RTE	SCALE: 1" = 150'	JOB #: 206-01-16

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) C. Jason Denman and/ or Assign
2. Seller(s) Michael L. Hudgins
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: 1.37 +/- acres situated on Industrial Drive, in NW 1/4 Sec 28, T-8-N,
5. R-2-R See Attached
6. _____ in 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. _____
13. _____
14. _____
15. **Mineral Rights:** Seller(s) will transfer ANY NONE _____ OTHER _____ (%) 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 \$ 150,000.00 as follows:
18. Cash Down Payment at Closing (subject to adjustments and pro-rations) \$ _____
19. Balance: \$ 150,000.00 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 \$ 1,000.00 (cash check) is to be deposited with
24. Lee Hawkins Realty, Inc. [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)

Page 1 of 5

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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

jason denman 1.37

Produced with zipForm® by zipLogic 18070 Filteen Mile Road, Fraser, Michigan 48026 www.zipLogic.com

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) acknowledges(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 September 15, 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 Lea Hawkins Realty, Inc. Selling Agent William Bryan Jameson
101. Selling Brokerage Address: 2045 Main Street, Madison, MS 39110
102. Selling Broker License No. 2782 Selling Agent License No. 2782
103. Business Phone (601) 622-0048 Business Phone (601) 622-0048
104. Email: _____ Facsimile: _____

105. Listing Brokerage Lea Hawkins Realty, Inc. Listing Agent William Bryan Jameson
106. Listing Brokerage Address: 2045 Main St, Madison, MS 39110-8520
107. Listing Broker License No. 2782 Listing Agent License No. 2782
108. Business Phone (601) 622-0048 Business Phone _____
109. Email: bryab 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
112. 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
115. 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
118. 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,
120. 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
123. 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
125. 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
127. 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
129. 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
131. compensation.

132. 9. GENERAL.

133. (A) Agreement Complete. This Contract incorporates all prior agreements between the parties, contains the entire and final
134. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,
135. 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
140. registered mail, return receipt requested, in a postage prepaid envelope or by nationally recognized overnight carrier service; by
141. facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email address is listed below), at
142. 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 the costs in furnishing warranty deed, Certificate of Title and current
176. updated survey. Buyer to pay any other costs in closing in this transaction.

177. _____

178. This sale is contingent on Buyer's ability to construct the building of his choice on
179. subject property and approval from Madison County.

180. _____

181. Seller to pay Lee Hawkins Realty a 6% real estate commission.

182. _____

183. _____

184. _____

185. _____

186. _____

187. _____

188. _____

189. 12. EXPIRATION OF OFFER. This offer expires at _____ 5 _____ a.m. p.m, Central Standard Time (CST) on
190. July 4, 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. X 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 29 day of JUNE 2017, at 10:00 a.m. p.m., and a copy hereof received:

200. BUYER C. Jason Denman and/ or Assign BUYER _____

201. Phone 678-793-7707 Phone _____

202. The foregoing offer is accepted this the 30 day of June 2017, at 3:05 a.m. p.m.,

203. and a copy hereof received:

204. SELLER [Signature] SELLER _____

205. Phone 601-214-6456 Phone _____

206. A copy of this acceptance has been received this the 5 day of July 2017, at 10:00 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 _____




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) C. Jason Denman and/ or Assign
2. Seller(s) Michael L. Hudgins
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: 1.37 +/- acres situated on Industrial Drive, in NW 1/4 Sec 28, T-8-N,
5. R-2-E See Attached
6. _____ in 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. _____
13. _____
14. _____
15. **Mineral Rights:** Seller(s) will transfer ANY NONE _____ OTHER _____ (%) 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 \$ 150,000.00 as follows:
18. Cash Down Payment at Closing (subject to adjustments and pro-rations) \$ _____
19. Balance: \$ 150,000.00 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 \$ 1,000.00 (cash check) is to be deposited with
24. Lee Hawking Realty, Inc. [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)

Page 1 of 5

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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

jason.denman 1.37

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

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 September 15, 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 William Bryan Jameson
101. Selling Brokerage Address: 2045 Main Street, Madison, MS 39110
102. Selling Broker License No. 2782 Selling Agent License No. 2782
103. Business Phone (601) 622-0048 Business Phone (601) 622-0048
104. Email: _____ Facsimile: _____

105. Listing Brokerage Lee Hawkins Realty, Inc. Listing Agent William Bryan Jameson
106. Listing Brokerage Address: 2045 Main St, Madison, MS 39110-8520
107. Listing Broker License No. 2782 Listing Agent License No. 2782
108. Business Phone (601) 622-0048 Business Phone _____
109. Email: bxyab 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
112. 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
115. 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
118. 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,
120. 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
123. 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
125. 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
127. 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
129. 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
131. compensation.

132. **9. GENERAL.**

133. (A) Agreement Complete. This Contract incorporates all prior agreements between the parties, contains the entire and final
134. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,
135. 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
140. registered mail, return receipt requested, in a postage prepaid envelope or by nationally recognized overnight carrier service; by
141. facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email address is listed below), at
142. 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 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 performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by no more than the actual number of days of delay necessitated by such law or regulation.

155. 10. BREACH. Specific performance is the essence of this Contract, except as otherwise specifically provided for herein and as 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 liquidated damages and this Contract shall be null and void; OR (B) file suit in any court of competent jurisdiction for damages; OR (C) file suit in any court of competent jurisdiction for specific performance and any damages. If Seller elects to proceed under (A) 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 award of the earnest money deposit and/or damages, Listing Broker shall retain or be paid one-half (1/2) of the earnest money deposit amount or damages awarded as their compensation, not to exceed the full compensation due under the Listing Agreement. If Seller(s) elects to proceed under option (C) and secure(s) specific performance, Listing Broker shall be paid the full compensation 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 deposit as liquidated damages and this Contract shall be null and void; OR (B) file suit in any court of competent jurisdiction for damages, less credit for earnest money returned to Buyer(s); OR (C) file suit in any court of competent jurisdiction for specific performance and any damages. In the event of Seller(s)' breach, Listing Broker shall be paid the full compensation due under the Listing Agreement, unless this Contract requires Buyer(s) to pay all or any portion of said compensation. If it becomes necessary to ensure the performance of this Contract for either party to initiate litigation, then the non-prevailing party agrees to pay reasonable 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 the costs in furnishing warranty deed, Certificate of Title and current

176. updated survey. Buyer to pay any other costs in closing in this transaction.

177. _____

178. This sale is contingent on Buyer's ability to construct the building of his choice on

179. subject property and approval from Madison County.

180. _____

181. Seller to pay Lee Hawkins Realty a 6% real estate commission.

182. _____

183. _____

184. _____

185. _____

186. _____

187. _____

188. _____

189. 12. EXPIRATION OF OFFER. This offer expires at 5 a.m. p.m, Central Standard Time (CST) on

190. July 4, 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 29 day of JUNE 2017, at 10:00 a.m. p.m., and a copy hereof received:

200. BUYER [Signature] BUYER _____
C. Jason Denman and/ or Assign

201. Phone 678-743-7707 Phone _____

202. The foregoing offer is accepted this the 30 day of June 2017, at 3:05 a.m. p.m.,

203. and a copy hereof received:

204. SELLER [Signature] SELLER _____

205. Phone 601-214-6456 Phone _____

206. A copy of this acceptance has been received this the 5 day of June 2017, at 10:00 a.m. p.m.

207. BUYER [Signature] 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 _____

