

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

VIA HAND DELIVERY

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

Re: 55-16 Land Company, LLC / Conditional Use

Dear Scott:

I have been retained by 55-16 Land Company, LLC in regards to their application for Conditional Use to operate a dirt pit on certain property at the intersection of Interstate 55 and Highway 16. This property is a part of Tax Parcel Nos.: 102G-35-020/00.00 and 102G-36-020/00.00 (currently owned by I-55 North Canton Exit 124, LLC).

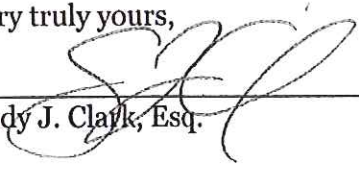
Please see attached Application for Special Exception, along with the pdf copy of the legal description and survey attached as Exhibit "A," Site Plan/Reclamation Plan attached as Exhibit "B," and copy of the redacted sales contract with the current owner attached as Exhibit "C."

I also attach a list of adjacent property owners (as required for a Site Plan), and 55-16 Land Company, LLC's MDEQ Permit application. It is my understanding that MDEQ will not issue a permit until approval is had at the County level. Once we obtain those permits, I will promptly forward to the County.

I ask that this be advertised in the paper, and that a public hearing be set in front of the Planning and Zoning Commission at its August 2018 meeting, in accordance with Section 2611 of the Madison County Zoning Ordinance.

With kindest personal regards, I remain

Very truly yours,



Andy J. Clark, Esq.

cc: Stacy Rhodes (via email only)
Trey Pace (via email only)
Todd Sandridge (via email only)

APPLICATION FOR SPECIAL EXCEPTION

Name and Address of Applicant: 55-16 Land Company, LLC P.O. Box 2756 Madison, MS 39130	Street Address of Property (if different address): North Canton Exit 124 Interstate 55 and Highway 16 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
June 29, 2018	A-1 R-1	See (Exhibit A) Digital Format also submitted	102G-35-020/00.00 102G-36-020/00.00		See Site Plan/Reclamation Plan attached as Exhibit B

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

55-16 Land Company, LLC has a contract on the above-referenced property (see attached collective **Exhibit C**). This contract is contingent on Madison County approving 55-16's Site Plan and issuing permits for 55-16's intended use. As Developer, 55-16 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), and Residential Estate District (R-1), Section 602 (D) for extraction of soils. Along with this application, pursuant to Article XXVI, Section 2605.01, Article V, Agricultural District, (A-1), Section 502(G), and Article VI, Residential Estate District (R-1), Section 602 (D), 55-16 submits its proposed Site Plan/Reclamation Plan depicting a lake 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 (application attached), 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

55-16 Land Company, LLC

 ITS ATTORNEY

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 _____

LEGAL DESCRIPTION

A PARCEL OF LAND CONTAINING 68.44 ACRES (2,981,372.96 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, ALL IN TOWNSHIP 10 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT A FOUND AXLE MARKING THE NORTHWEST CORNER OF UNIT 10, DINKINS FARM (PLAT LOCATED IN CABINET 1 SLIDE 27 OF THE MADISON COUNTY LAND RECORDS, REFERENCE TO SAID PLAT BEING MADE AS A PART OF THIS DESCRIPTION), SAID AXLE BEING 1256.27 FEET WEST AND 3869.76 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 2 EAST, SAID AXLE ALSO BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN N00°04'01"W FOR A DISTANCE OF 983.59 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 55; THENCE RUN ALONG SAID RIGHT OF WAY N19°44'22"E FOR A DISTANCE OF 229.41 FEET; THENCE LEAVE SAID RIGHT OF WAY LINE AND RUN N89°18'45"E FOR A DISTANCE OF 1225.40 FEET TO THE SECTION CORNER COMMON TO SECTIONS 25, 26, 35, AND 36, TOWNSHIP 10 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI; THENCE RUN N89°56'05"W FOR A DISTANCE OF 200.00 FEET; THENCE N34°31'13"E FOR A DISTANCE OF 524.39 FEET TO A FOUND IRON PIN ON THE EASTERN RIGHT OF WAY LINE OF MISSISSIPPI HIGHWAY NO 16 (SAID PIN BEING 0.72 FEET WEST AND 0.46 FEET NORTH OF A FOUND RIGHT OF WAY MONUMENT); THENCE RUN ALONG SAID RIGHT OF WAY S40°15'38"E FOR A DISTANCE OF 912.18 FEET TO A FOUND IRON PIN; THENCE LEAVE SAID RIGHT OF WAY AND RUN S00°44'00"E FOR A DISTANCE OF 932.79 FEET TO A FOUND IRON PIN; THENCE S89°33'55"W FOR A DISTANCE OF 1078.05 FEET TO A FOUND AXLE; THENCE S89°36'27"W FOR A DISTANCE OF 1322.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

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.

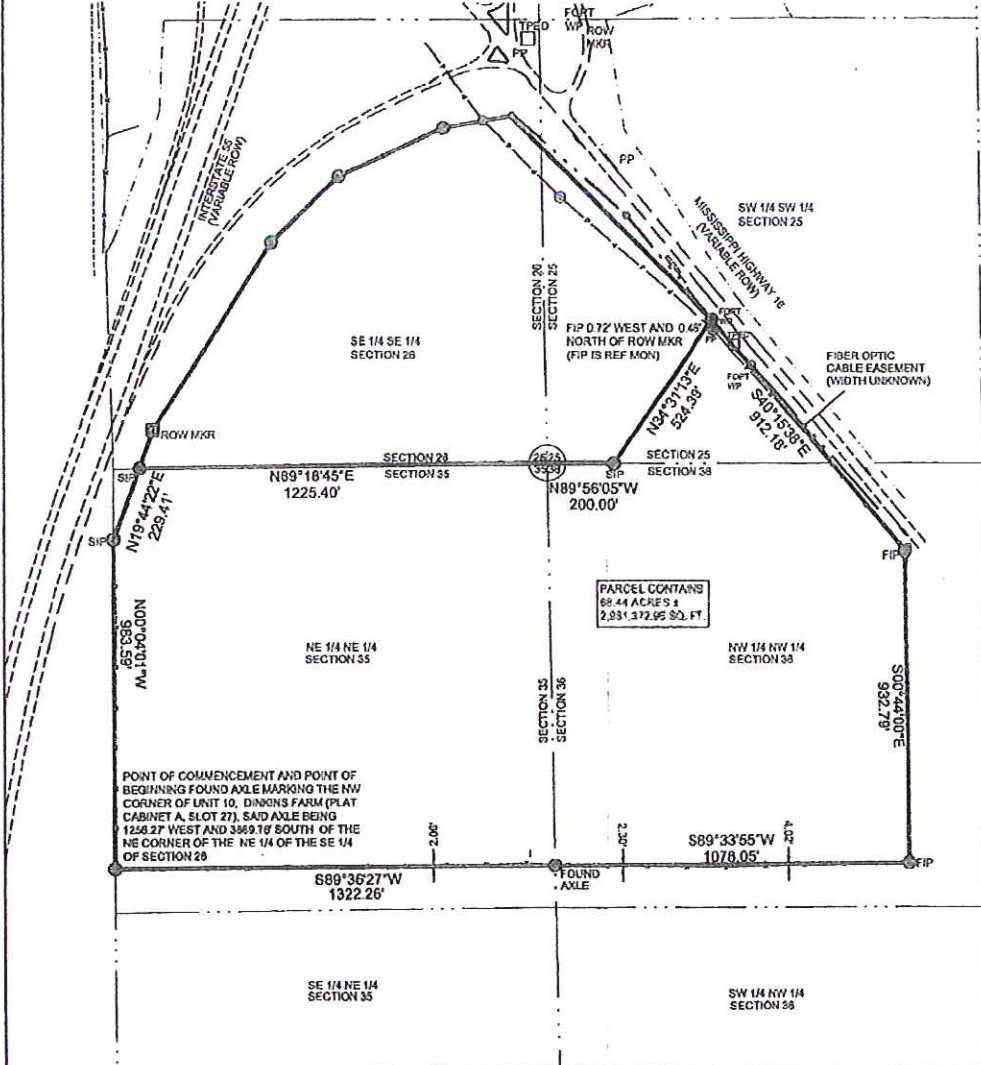
ONLY VISIBLE UTILITIES ARE SHOWN ON THIS PLAT.

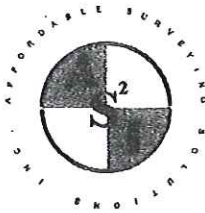
REFERENCE MERIDIAN - TRUE NORTH BASED ON FOUND MONUMENTS. REF MON INDICATES REFERENCE MONUMENTS.

○ 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.




 AFFORDABLE SURVEYING & ENGINEERING
 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 05/15/18, to the best of my knowledge and belief.


 ROGER THOMAS ELLISON
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 PLS-02710
 STATE OF MISSISSIPPI

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

SURVEY SHOWING:

PARCEL DIVISION

SITUATED IN SW 1/4 SW 1/4 SEC 25,
 NE 1/4 NE 1/4 SEC 35, AND NW 1/4
 NW 1/4 SEC 36, T-10-N, R-2-E,
 MADISON COUNTY, MS
 * * * * *

DRAWN BY: DME	DATE: 05/15/18	SURVEY CLASS: B
CHECKED BY: RTE	SCALE: 1" = 400'	JOB #: 031-08-18

NAMES AND ADDRESSES OF OWNERS OF ADJACENT LOTS

Parcel No.: 102G-26-007/01.00

I-55 North Canton Exit 124, LLC
P.O. Box 58
Madison, MS 39130

Parcel No.: 102G-25-001/01.00

I-55 North Canton Exit 124, LLC
P.O. Box 58
Madison, MS 39130

Parcel No.: 102G-36-021/00.00

I-55 North Canton Exit 124, LLC
P.O. Box 58
Madison, MS 39130

Parcel No.: 102G-35-017/00.00

Thomas Tony & Patsy Easley
81 Lake Ruth Drive
French Camp, MS 39745

Parcel No.: 102G-35-019/00.00

Joseph N. Cole and Shirley S. Cole Revocable Trust
775 Highway 16 West
Canton, MS 39046

Parcel No.: 102G-36-019/00.00

Joseph N. Cole and Shirley S. Cole Revocable Trust
775 Highway 16 West
Canton, MS 39046



EXHIBIT "B"



- NOTES:
1. GRADE TO DRAIN TOWARD LAKE
 2. ALL UTILITIES WORKS TO BE OMISSIONS ONCE WORK IS COMPLETED
 3. 100' BUFFER ALONG THE NORTH PROPERTY LINE
 4. 25' BUFFER ALONG THE WEST PROPERTY LINE
 5. FENCE TO BE INSTALLED ALONG NORTH PROPERTY LINE

NOTES:

DATE	REVISION	BY	DATE

LOCATION

WILSON COUNTY, MISSISSIPPI

PROJECT

PROPOSED RECLAMATION PLAN

H D LANG AND ASSOCIATES, INC.

JACKSON, MISSISSIPPI 39203

LOT-2007-4803

HQST OFFICE BOX 10005



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.

- 1. 1. PARTIES. Buyer 55-16 Land Company, LLC or TBD
2. Seller I-55 North Canton Exit 124 LLC
3. Buyer agrees to buy and Seller agrees to sell the herein described property on the terms and conditions set forth herein.
4. 2. PROPERTY. Description: 68.44 acres, +/-, in Sections 25, 35 & 36, T-10-N, R-2-E, Madison County, Mississippi (see Special Provisions).
5. in County, MS
6. (street address, if available) (city/town/zip code)
7. The Property is further described as tax parcel # in the public
8. records of the county within which the property is located, the exact legal description to be determined by survey (if agreed).
9. Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences, wells, etc.
10. Prior to Closing, Seller may remove on the following (if any, insert description here):
11.
12.
13.
14.
15. 3. PURCHASE PRICE. Buyer agrees to pay a purchase price of \$ ("Purchase
16. Price") by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i), or such
17. form as is approved in writing by Seller.
18. 4. EARNEST MONEY. A sum of \$ (cash [] check [X]) is to be deposited with
19. Lee Hawkins Realty Inc. [Broker/Trustee], who shall hold it in trust, presuming clearance
20. of check. Upon acceptance of the Contract, earnest money deposit and down payment received by above named Broker/Trustee
21. shall be deposited in a federally insured escrow account and shall remain in that account until the transaction has been consummated
22. or terminated. In any event of failure to close, Broker/Trustee has authority to provide the earnest money to the rightfully entitled
23. party based upon the terms of the Contract. In the event the Broker/Trustee cannot determine by the terms of the Contract which
24. party is rightfully entitled to the earnest money, the Broker/Trustee shall interplead the funds. In the event interpleader is required,
25. Buyer and Seller consent to the filing of same; jurisdiction in the county where the property, or any part of it, lies; entry of an order
26. discharging Broker/Trustee or the interpleading party upon deposit of the funds into court; and deduction against the money
27. interplead of all costs necessitated by the filing of the interpleader action, including filing and attorney's fees.
28. 5. CONTINGENCIES.
29. (A) Loan. [] Applicable [] Not Applicable (Check One):
30. If applicable, Contract is contingent upon Buyer being approved for a new loan sufficient to close, provided that Buyer makes timely
31. application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of the
32. Contract, Buyer will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently
33. and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make
34. timely payment of any costs of obtaining such loan approval. Failure of the Buyer to make timely application for loan and exercise
35. good faith efforts to facilitate its approval shall entitle the Seller at its option to (A) excuse the failure and proceed with the
36. 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
37. Contract void and refund to Buyer the earnest money deposit; OR (C) treat the failure as a Breach by Buyer under paragraph 10
38. hereof.



EXHIBIT "C"

39. (B) Appraisal. Applicable Not Applicable (Check One):
40. If applicable, Property must appraise at or above Purchase Price or Buyer shall not be obligated to complete the purchase of the
41. Property and all earnest money shall be refunded to Buyer, except when Buyer has failed to secure a timely appraisal in good faith.
42. Failure of Buyer to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.
43. (C) Acceptance in Current Condition. Buyer has inspected the Property and finds same to be in satisfactory condition and
44. accepts same in its current condition. Buyer acknowledges that neither Seller nor Listing Broker nor Selling Broker or salespersons
45. associated with this transaction have made any warranty, express, implied, or otherwise, as to the Property, except such express
46. warranties as the parties agree to in writing attached hereto, which shall survive Closing.
47. (D) Final Walk-Through Inspection. Buyer retains the right to perform a final walk-through inspection of the Property prior to
48. Closing to confirm that there have been no material changes to the Property.
49. (E) Pre-Closing Loss. In the event of damage to the Property before Closing by virtue of causes beyond the parties' control, such
50. as fire, flood, war, acts of God or other causes, Seller shall, within three (3) calendar days of a loss or as soon thereafter as
51. reasonably possible, notify Buyer in writing of said damage, at which time Buyer may, at Buyer's option:
52. (1) cancel this contract and be entitled to the return of earnest money deposits; OR
53. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; OR
54. (3) seek to reach suitable agreement with Seller(s) as to repair, extension of the Closing date and/or other adjustments to the
55. Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after
56. election by Buyer to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle
57. Buyer to the return of earnest money deposits.
58. 6. CLOSING.
59. (A) Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59 p.m. (CST) on the
60. _____ day of _____, _____ (the "Closing Date") or on such earlier date as agreed to by the parties in writing.
61. (B) Title And Conveyance. At Closing, Seller, at Seller's expense, shall deliver to Buyer a(n): General Warranty Deed
62. Special Warranty Deed Assignment of Lease Quitclaim Deed vesting title to the Property in (write names clearly):
63. _____;
64. Seller shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special
65. assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not
66. specifically assumed by Buyer herein. Title shall be good and marketable, subject only to the following items recorded in the
67. Chancery Clerk's Office of said county: easements without encroachments, applicable zoning ordinances, protective covenants and
68. prior mineral reservations; otherwise Buyer, at its option, may either (A) if defects cannot be cured by designated Closing date,
69. cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to
70. Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller
71. such reasonable time to perform this curative work at Seller's expense. In the event curative work is performed by Seller(s), the time
72. specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not to exceed thirty (30)
73. calendar days unless agreed to in writing by the parties.
74. (C) Proration. All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are
75. to be prorated as of the Closing date for the year of the sale. Prorated items are not "Closing Costs" under this Contract.
76. (D) Costs of Sale. At Closing, Seller agrees to pay up to \$ See Special Provision toward total costs of sale not including
77. compensation to Brokers, cure of title defects under paragraph 6(B), or prorated items under paragraph 6(C) (subject to applicable
78. law).
79. (E) Possession. Possession shall be delivered to Buyer (Check One):
80. Upon completion of Closing and full funding
81. By separate Possession Addendum attached and made a part of this Contract
82. 7. DISCLOSURES.
83. (A) Multiple Listing Service ("MLS"). The Selling Broker is a participant of the _____ Not Applicable
84. Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.
85. (B) Equal Housing Opportunity. In accordance with the federal Fair Housing Act, it is illegal to block bust or to discriminate
86. against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or
87. residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage
88. services.



89. **(C) Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of
90. (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based upon
91. electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know and
92. trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your real
93. estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of funds
94. without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or email
95. addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
96. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
97. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, you
98. acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing
99. attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any
100. and all other damages relating to conduct of third parties influencing implementation of wire transfers.

101. **8. BROKERS AND SALESPERSONS.**

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

103. Selling Brokerage: Lee Hawkins Realty, Inc. Selling Agent: G. Lee Hawkins
104. Selling Brokerage Address: 2045 Main Street, Madison, MS 39110
105. Selling Broker License No.: 7401 Selling Agent License No.: 7332
106. Business Phone: (601) 856-3898 Business Phone: _____
107. Email: leehawk3@aol.com Facsimile: (601) 856-3948

108. Listing Brokerage: _____ Listing Agent: _____
109. Listing Brokerage Address: _____
110. Listing Broker License No.: _____ Listing Agent License No.: _____
111. Business Phone: _____ Business Phone: _____
112. Email: _____ Facsimile: _____

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

114. The Listing Brokerage, the Selling Brokerage, and their salespersons represent the Seller as their Client. The Buyer is the
115. customer.

116. The Listing Brokerage and its salespersons represent the Seller. The Selling Brokerage and its salespersons represent the Buyer.

117. The Listing Brokerage and its salespersons represent both Seller and the Buyer as dual agents by mutual agreement and all
118. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Brokerage.

119. The Selling Brokerage and its salespersons represent the Buyer. The Seller is not represented and is a customer.

120. **(C) Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement
121. or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action,
122. the defaulting party agrees to pay court costs, including reasonable attorney fees. Compensation due hereunder is deemed earned,
123. due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller, though Broker
124. agrees to accept payment at Closing as an accommodation to the parties.

125. **(D) No Reliance; Release.** Seller and Buyer acknowledge that neither them, nor their agents, have relied upon any statement,
126. representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any
127. aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal
128. considerations, liability, size, square footage or condition of the Property, previous or present flooding, flood zones, flood insurance,
129. history of title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of toxic
130. substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes,
131. names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. By
132. signing this Contract, Buyer and Seller acknowledge receipt of this disclosure and agree to hold the brokerages, their agents
133. and the designated title company or closing attorney harmless from all claims arising out of or pertaining in any way to any
134. representations in this section.

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



136. 9. GENERAL.

137. (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.

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

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

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

143. (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 acknowledgment (if the fax number is listed below); or by email (if the email address is listed below), at

146. Sender's option, and addressed as follows:

147. If to Seller:

148. Address: 2045 Main Street, Madison, MS 39110

149. Facsimile: (601) 856-3948

150. Email: leehawk3@aol.com

151. If to Buyer:

152. Address: _____

153. Facsimile: _____

154. Email: _____

155. (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.

157. (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.

161. 10. BREACH. In the event of a default by either party under this Contract, the non-breaching party shall have the right to receive from Broker/Trustee the earnest money paid under Section 4 of this Contract, to be a credit against any other damages, in addition to such other remedies as it may have under applicable law including, but not limited to, specific performance.

164. 11. SPECIAL PROVISIONS. (If None, Write "NONE" Below):

165. 1. ^{60 day due diligence} Buyer to have ~~60~~ day due diligence period from contract date to secure required

166. permits; closing to occur within 15 days of due diligence period expiration.

167. 2. Buyer to install 100' buffer across north/northeast property line and 25' buffer

168. across west line, all per Seller's specifications and governmental requirements. Buyer

169. will leave all existing trees in buffer in place and covenant to maintain buffer,

170. including trees.

171. 3. Buyer to install fence to Seller's specifications screening Seller's 26.87 acre

172. remainder from visibility of dirt pit.

173. 4. Buyer will enter into binding covenant in form and substance acceptable to Seller

174. that Buyer and Buyer's successors and/or assigns will not object to any proposed rezoning

175. within one (1) mile of the subject property.

176. Special Provisions continued on separate page 2, incorporated by reference.



177. 12. EXPIRATION OF OFFER. This offer expires at 5:00 a.m. p.m., Central Standard Time (CST) on
178. June 4, 2018 [date] if not accepted, countered or rejected by Seller by that time.

179. 13. ATTACHMENTS. (Check All That Apply):

180. Dual Agency Confirmation Option Agreement
181. Pre-Closing Repair/Improvement Addendum Other _____
182. First Right of Refusal Addendum
183. Pre-Closing Possession Addendum
184. Post-Closing Possession Addendum

185. 14. HEADINGS; SINGULAR AND PLURAL SAME: Headings are inserted for the convenience of the Parties only and are not
186. to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in the
187. masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the
188. feminine gender and vice versa.

189. 15. SIGNATURE BLOCKS.

190. Signed this the 19 day of June, 2018, at 3:15 a.m. p.m., and a copy hereof received:

191. BUYER William H. Price III BUYER _____

192. Phone: _____ Phone: _____

193. The foregoing offer is accepted this the 31 day of May, 2018, at 4:00 a.m. p.m.,

194. and a copy hereof received:

195. SELLER William H. Price III Manager SELLER B. Duffell Co. Manager
1-55 North Canton Exit 134 LLC.

196. Phone: _____ Phone: _____

197. The Seller has countered this offer subject to the terms of the attached Counter Offer # _____ this the _____

198. day of _____, _____, at _____ a.m. p.m., and a copy hereof received:

199. SELLER _____ SELLER _____

200. The Seller has received a copy of this offer and rejected same and make no counter offer this the _____ day of

201. _____, _____, at _____ a.m. p.m., and a copy of this rejection has been delivered

202. to Buyer.

203. SELLER _____ SELLER _____



SPECIAL PROVISIONS (CONTINUATION)
CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE LOTS AND
LANDS

Page 2

5. Buyer acknowledges disclosure that G. Lee Hawkins is a licensed broker and holds ownership interest in the subject property and in the Selling Brokerage, and represents Seller.
6. Seller to pay Selling Brokerage 3.5% commission.
7. Seller to pay for deed, certificate of title and survey; all other costs of sale responsibility of Buyer.

[Handwritten signature]

[Handwritten signature]
15 Feb 2013

LEGAL DESCRIPTION

A PARCEL OF LAND CONTAINING 68.44 ACRES (2,981,372.96 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, ALL IN TOWNSHIP 10 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT A FOUND AXLE MARKING THE NORTHWEST CORNER OF UNIT 10, DINKINS FARM (PLAT LOCATED IN CABINET 1 SLIDE 27 OF THE MADISON COUNTY LAND RECORDS, REFERENCE TO SAID PLAT BEING MADE AS A PART OF THIS DESCRIPTION), SAID AXLE BEING 1256.27 FEET WEST AND 3869.76 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 2 EAST, SAID AXLE ALSO BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN N00°04'01"W FOR A DISTANCE OF 983.59 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO 55; THENCE RUN ALONG SAID RIGHT OF WAY N19°44'22"E FOR A DISTANCE OF 229.41 FEET; THENCE LEAVE SAID RIGHT OF WAY LINE AND RUN N89°18'45"E FOR A DISTANCE OF 1225.40 FEET TO THE SECTION CORNER COMMON TO SECTIONS 25, 26, 35, AND 36, TOWNSHIP 10 NORTH, RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI; THENCE RUN N89°56'05"W FOR A DISTANCE OF 200.00 FEET; THENCE N34°31'13"E FOR A DISTANCE OF 524.39 FEET TO A FOUND IRON PIN ON THE EASTERN RIGHT OF WAY LINE OF MISSISSIPPI HIGHWAY NO 16 (SAID PIN BEING 0.72 FEET WEST AND 0.46 FEET NORTH OF A FOUND RIGHT OF WAY MONUMENT); THENCE RUN ALONG SAID RIGHT OF WAY S40°15'38"E FOR A DISTANCE OF 912.18 FEET TO A FOUND IRON PIN; THENCE LEAVE SAID RIGHT OF WAY AND RUN S00°44'00"E FOR A DISTANCE OF 932.79 FEET TO A FOUND IRON PIN; THENCE S89°33'55"W FOR A DISTANCE OF 1078.05 FEET TO A FOUND AXLE; THENCE S89°36'27"W FOR A DISTANCE OF 1322.26 FEET TO THE POINT OF BEGINNING.



WORKING WITH A REAL ESTATE BROKER

Approved 01/2003 By
MS Real Estate Commission
P. O. Box 12685
Jackson, MS 39232

****THIS IS NOT A LEGALLY BINDING CONTRACT****

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code. "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

To the Seller:

- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Buyer and Seller:

- * A duty of honesty and fair dealing.

- * A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

To the Buyer:

- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Seller and Buyer:

- * A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

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.

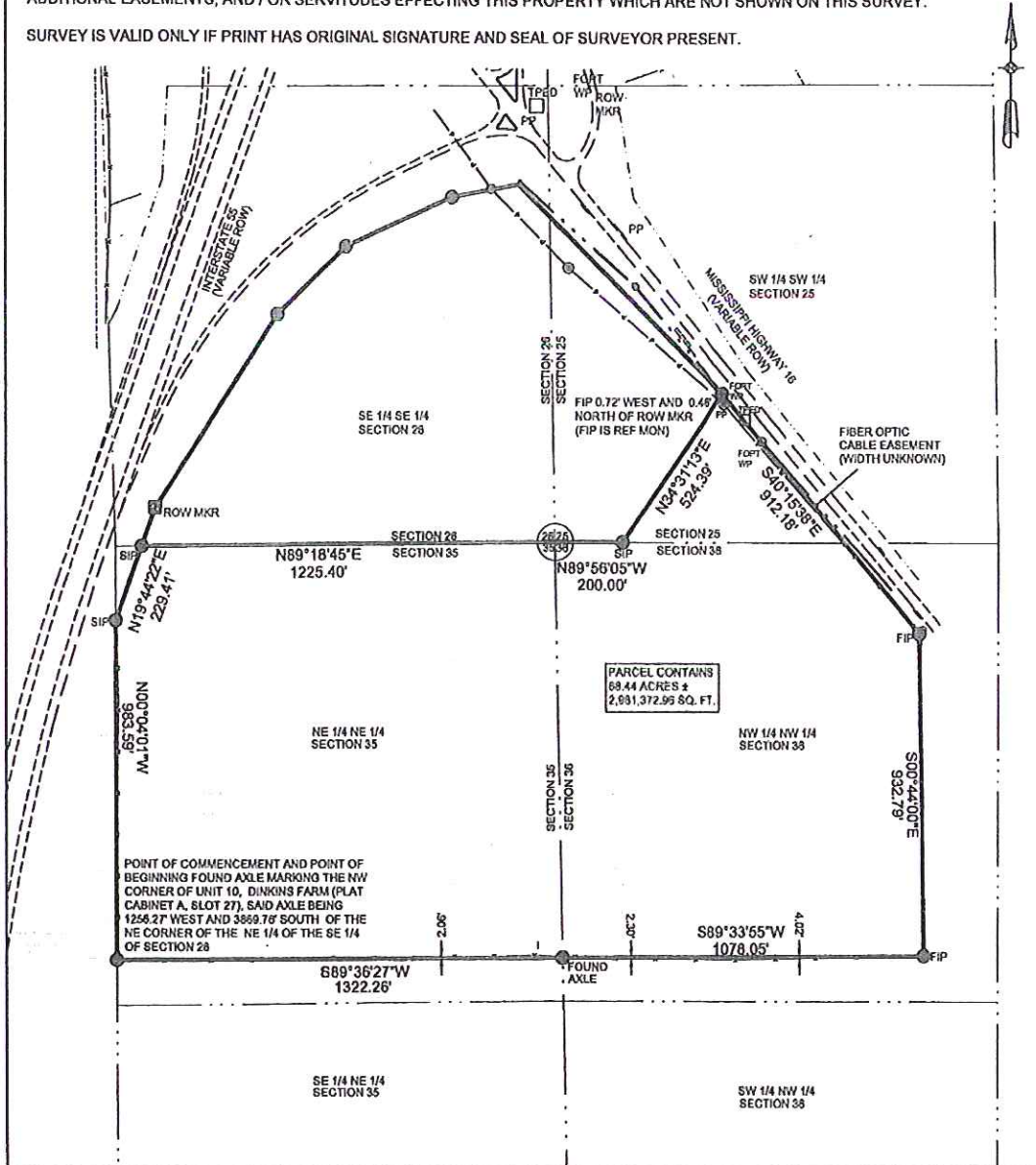
ONLY VISIBLE UTILITIES ARE SHOWN ON THIS PLAT.


REFERENCE MERIDIAN - TRUE NORTH BASED ON FOUND MONUMENTS. REF MON INDICATES REFERENCE 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.





 AFFORDABLE SURVEYING, INC.


 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 05/15/18, to the best of my knowledge and belief.



 REGISTERED PROFESSIONAL LAND SURVEYOR

 PLS-02710

 STATE OF MISSISSIPPI

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

SURVEY SHOWING:

PARCEL DIVISION

 SITUATED IN SW 1/4 SW 1/4 SEC 25,

 NE 1/4 NE 1/4 SEC 35, AND NW 1/4

 NW 1/4 SEC 36, T-10-N, R-2-E,

 MADISON COUNTY, MS

 * * * * *

DRAWN BY: DME	DATE: 05/15/18	SURVEY CLASS: B
CHECKED BY: RTE	SCALE: 1" = 400'	JOB #: 031-98-18

DIRT MINING AGREEMENT

This DIRT MINING AGREEMENT (the "Agreement") made this 14th day of June, 2018, by, between and among 55-16 Land Company, LLC (55-16 LC), and I-55 NORTH CANTON EXIT 124, LLC.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the 55-16 LC and land owner hereby agree as follows:

ARTICLE 1

1.0 CONTRACT

1.01 Owner owns fee simple title to certain lands consisting of approximately 68.44 acres located on the corner of I-55 and Hwy 16 (see legal description in Class "B" survey Report attached to this document). 55-16 LC currently has an application on file with the Department of Environmental Quality ("MDEQ) to obtain approval for, among other things, the dirt on the Property to be mined and/or otherwise sold and/or transferred ("MDEQ Permit Application").

1.02 The Owner desired to contractually grant 55-16 LC the authority to mine the dirt on the Property ("Dirt Mining Rights") in exchange for the receipt by Owner of certain consideration from 55-16 LC and subject to the terms, provision and conditions contained herein.

ARTICLE 2

2.0 CONSIDERATION

ARTICLE 3

3.00 55-16 LC agrees, at all time, to comply with any licenses, permits, laws and/or regulations in connection with its mining operations on the Property.

3.01 55-16 LC shall maintain accurate books and records with respect to the dirt mined on the Property and Owner, in Owner's sole discretion, shall have the right to inspect such books and records ~~to verify any and all Dirt Mining Fees due Owner under this Agreement.~~

ARTICLE 4

4.0 INDEMNIFICATION/INSURANCE

4.01 55-16 LC shall indemnify, defend and hold harmless Owner from and against any and all losses, costs, liabilities, damages and/or expenses (including, without limitation, attorney fees) in connection with any claim, suit, judgment, or other proceeding brought against the Owner to

representations or other agreements between the Owner and 55-16 LC in connection with the subject matter of this Agreement (whether oral or written, express or implied statutory or otherwise) except as specifically set out in the Agreement.

6.05 Waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by either the Owner or 55-16 LC. No waiver shall be inferred from or implied by any failure to act or delay in acting by the Owner or 55-16 LC in respect of any default, breach or non-compliance under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

6.06 In the event of default and/or breach of any term of this Agreement by any party hereto, Owner and 55-16 LC agree that the prevailing party to any legal proceeding associated with the enforcement of the terms of this Agreement shall be entitled to an award of all costs, including a reasonable attorney fee, against the losing party in such proceeding.

6.07 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

6.08 This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF the Owner and 55-16 LC have executed this Agreement.

DATED this 14 day of June, 2018.

OWNER
I-55 NORTH CANTON EX 124, LLC
BY: [Signature]
ITS MANAGER

55-16 Land Company, LLC.

[Signature]

the extent based on or arising from any breach of this Agreement by 55-16 LC and/or any regulatory, administrative or governmental action related to the requirement(s) of paragraph 3, 00 of Article 3, above, and/or any acts of negligence of 55-16 LC, including any of its agents, employees and/or independent contractors, arising out of and/or related to 55-16 LC mining dirt from the Property. 55-16 LC also agrees to maintain a general liability policy with sufficient coverage to enable it to comply with its obligations under this Agreement. ^{OWNER SHALL BE A NAMED INSURED UNDER SUCH POLICY AND SHALL RECEIVE A COPY OF THE POLICY DECLARATION AND ALL RENEWALS OR AMENDMENTS.} ^{ARTICLES}

WKP
6/14/18

5.0. EVENTS OF DEFAULT/REMEDIES

5.01 The occurrence of any of the following events, which are not cured by 55-16 LC within 14 days after 55-16 LC receives notice, shall constitute an Event of Default; (A) 55-16 LC fails to pay Owner the Dirt Mining Fees provided herein; and (B) If 55-16 LC fails to comply with any requirement of any governmental authority having jurisdiction over the property.

5.02 Upon the occurrence of any Event of Default, as provided for and/or defined in paragraph 5.01, above, the Owner may exercise all rights under the laws of the State of Mississippi and may file any action in law or equity to enforce the terms of this Agreement.

ARTICLE 6

6.0 GENERAL PROVISIONS

REASONABLE

WKP
6.01
6/14/18

6.01 The Owners and 55-16 LC shall, promptly do, execute, deliver or cause to be done, executed and delivered all further facts, documents and things in connection with this Agreement that the other party may require, for the purpose of giving effect to this Agreement. ^{THE FOREGOING NOTWITHSTANDING, OWNER IS IN NO WAY INVOLVED IN OR OBLIGATED TO PARTICIPATE IN 55-16 LC'S OPERATIONS.}
6.02 The Owner and 55-16 LC shall (and shall cause each of its employees and/or agents) to hold in strictest confidence and not use in any manner whatsoever, other than as expressly contemplated by this Agreement, any confidential information of the other party or relating to the Property and/or this Agreement. This provision shall not apply to the disclosure of any confidential information where such disclosure is required by applicable law.

6.03 This Agreement is for the benefit of and is binding on each of the Owner and 55-16 LC, and their respective successors and permitted assigns. The Owner or 55-16 LC may not assign or transfer all or any part of their respective rights or obligations under this Agreement without the prior written consent of the other.

WKP
6/14/18

6.04 This Agreement (~~together with all the other agreements or documents executed by the Owner and 55-16 LC contemplated by this Agreement~~) constitutes the entire agreement between the Owner and 55-16 LC pertaining to the subject matter of this Agreement and such other agreements and documents and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties,

WKP
6/14/18
WKP
6/14/18

NAMES AND ADDRESSES OF OWNERS OF ADJACENT LOTS

Parcel No.: 102G-26-007/01.00

I-55 North Canton Exit 124, LLC
P.O. Box 58
Madison, MS 39130

Parcel No.: 102G-25-001/01.00

I-55 North Canton Exit 124, LLC
P.O. Box 58
Madison, MS 39130

Parcel No.: 102G-36-021/00.00

I-55 North Canton Exit 124, LLC
P.O. Box 58
Madison, MS 39130

Parcel No.: 102G-35-017/00.00

Thomas Tony & Patsy Easley
81 Lake Ruth Drive
French Camp, MS 39745

Parcel No.: 102G-35-019/00.00

Joseph N. Cole and Shirley S. Cole Revocable Trust
775 Highway 16 West
Canton, MS 39046

Parcel No.: 102G-36-019/00.00

Joseph N. Cole and Shirley S. Cole Revocable Trust
775 Highway 16 West
Canton, MS 39046

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: Birdsong Construction Co., Inc.
Mailing Address: PO Box 2235 Clanton, Ms. 39060
E-mail Address: srhodes@birdsongemst.com
Phone No. 601-924-4220 Fax No. 601-924-4984
Authorized Representative _____
- Engineering Firm, Consultant, etc.: Guest Consultants
Mailing Address: 26 Eastgate Drth E Brandon, Ms. 39042
E-mail Address: stewart@guestconsultants.com
Phone No. 601-825-8341 Fax No. 601-825-3032
- Name of Mine: 55-16 Lawd Company, LLC Mine Supervisor: Stacy Rhodes
Phone No. 601-924-4220 Fax No. 601-924-4984
- Location of Operation (to nearest quarter-quarter section):
SW 1/4 of the SW 1/4 / NE 1/4 of the NE 1/4 25/35/36/10 2 E Madison
NE 1/4 of the NW 1/4 Section Township Range County
- Physical address of mine or nearest named road 55-16

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: | 8. Is the Permit Area located: | Yes | No |
| Excavation | a. within 100 feet of a public road? | <u>X</u> | ___ |
| Haul roads, plant site, ponds,
storage piles, etc. | b. within 100 feet of a cemetery? | ___ | <u>X</u> |
| | c. within 300 feet of an occupied building? | ___ | <u>X</u> |

TOTAL PERMITTED AREA 68.44

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 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>8 / 18</u>
Thickness of useable material <u>20</u> ft.	Begin mining <u>8 / 18</u>
Total depth of excavation <u>21</u> ft.	Complete mining <u>8 / 24</u>
Estimated annual production _____ tons	Begin reclamation <u>8 / 20</u>
	Complete reclamation <u>8 / 23</u>

3. Depth to ground water: n/a ft.

5. Types of erosion control structures that will be utilized.

4. How will dust be controlled?

Water on haul roads

Settling ponds

Drainage ditches

Diversion berms

Terraced slopes

silt fencing as needed / Brush Bu nois

6. Describe the land to be affected by mining as it presently exists:

a. Land use farm land

b. Predominant vegetation n/a

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>Baldern Top Millet</u>	<u>50</u>	<u>Fall</u>
<u>Rye Grass</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. (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.
A10	<i>Rolling Hills of Madison</i>

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: _____

Name: _____

Address: _____

Address: _____

Phone: _____

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.

7-17-2018
date


signature

Stacy Rhodes
printed name

operations manager
title