

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MADISON
STATE OF MISSISSIPPI

IN THE MATTER OF REZONING OF
CERTAIN LAND SITUATED IN SECTION 15
TOWNSHIP 8 NORTH, RANGE 2 EAST
MADISON COUNTY, MISSISSIPPI

PETITIONER:

SYLVIA IUPE

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

Comes now Sylvia Iupe, owner of the hereinafter described land and property, and files this petition with the Board of Supervisors of Madison County, Mississippi, to rezone and reclassify a tract or parcel of land situated in Section 15, Township 8N, Range 2E, Madison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT A

from its present Zoning District Classification of R-1 Residential District to a C-2 Highway Commercial District, in support thereof would respectfully show as follows, to-wit:

1. The subject property consists of 4.07 acres.
2. The zoning proposed is not in compliance with the adopted Land Use and Transportation Plan of Madison County, but is the highest and best use.
3. List of changes or conditions that support rezoning:

SEE EXHIBIT B

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that this petition be received, and after due consideration, the Board of Supervisors of Madison County will enter an order amending the land use plan to reflect Commercial zoning, and reclassifying this property from its present R-1 Residential District classification to a C-2 Highway Commercial District.

Respectfully submitted, this the 28th day of June, 2013.

SYLVIA IUPE, Petitioner

By: 

Bryan Davis, representing Sylvia Iupe

July 16, 2013

Davis Woodworks, LLC
P.O. Box 2066
Ridgeland, MS 39158

RE: Re-Zoning of 4 Ac. Of Land on 2187 Hwy. 51, Madison, MS. 39110

To Whom It May Concern:

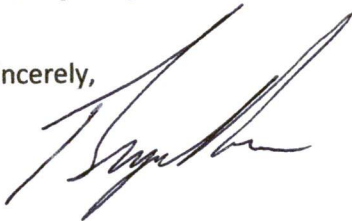
The current name of my business is Davis Woodworks, LLC. And I am operating my business out of my home. I specialize in reclaimed heart pine flooring and other hardwoods. Also, I sell cypress lumber, such as beams, doors, and columns to home builders in the Tri-State Area. I also manufacture specialty millworks, in which the plant is located in Flora, MS.

I am going to relocate my business from my home to the location on Hwy. 51, Madison, MS in hopes to grow my business with the growth of Madison County, MS.

I hope this letter addresses most of your questions. Should you have any questions, please do not hesitate to give me a call. I can be reached on my cell phone at (601)906-8333.

Thank you again.

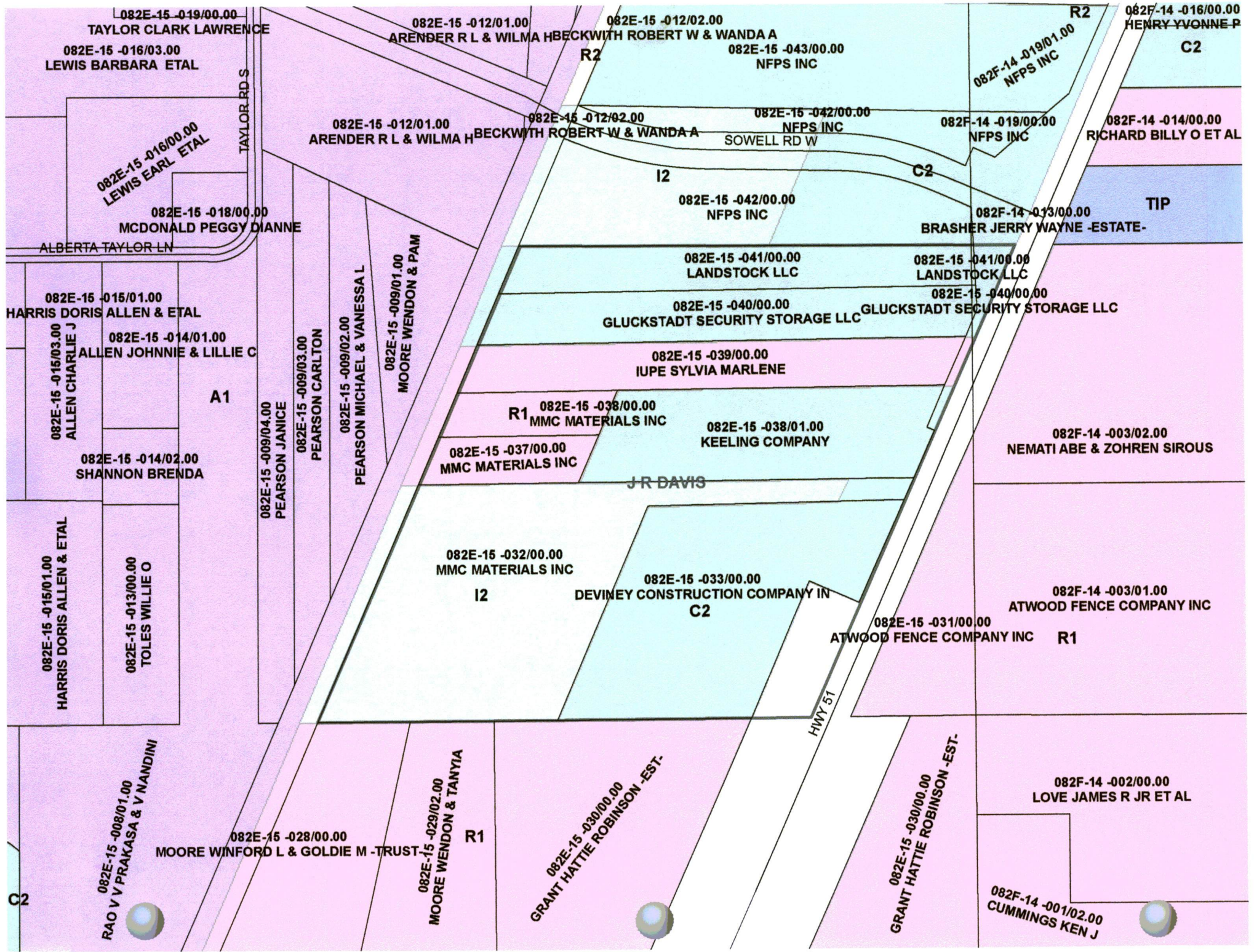
Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Davis", written in a cursive style.

Bryan Davis
Owner
Davis Woodworks, LLC
daviswoodworksllc@gmail.com

EXHIBIT "A"

Lot No. 3 of the J.R. Davis Subdivision, south of Canton and in Madison County, Mississippi, according to a map or plat of said survey being on file and of record in Plat Book No. 3 at Page 9 thereof, in the office of the Chancery Clerk of Madison County, Mississippi, reference to said survey being hereby made in aid of and as a part of this description.



082E-15 -019/00.00
TAYLOR CLARK LAWRENCE
082E-15 -016/03.00
LEWIS BARBARA ETAL

082E-15 -012/01.00
ARENDRER R L & WILMA HBECKWITH
082E-15 -012/02.00
ROBERT W & WANDA A
082E-15 -043/00.00
NFPS INC

082F-14 -016/00.00
HENRY YVONNE P
C2
082F-14 -019/01.00
NFPS INC

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ARENDRER R L & WILMA H
082E-15 -012/02.00
BECKWITH ROBERT W & WANDA A
082E-15 -042/00.00
NFPS INC
SOWELL RD W
082F-14 -019/00.00
NFPS INC

082F-14 -014/00.00
RICHARD BILLY O ETAL

082E-15 -016/00.00
LEWIS EARL ETAL
082E-15 -018/00.00
MCDONALD PEGGY DIANNE

I2
082E-15 -042/00.00
NFPS INC
C2
082F-14 -013/00.00
BRASHER JERRY WAYNE -ESTATE-

TIP

082E-15 -041/00.00
LANDSTOCK LLC
082E-15 -041/00.00
LANDSTOCK LLC

082E-15 -040/00.00
GLUCKSTADT SECURITY STORAGE LLC
082E-15 -040/00.00
GLUCKSTADT SECURITY STORAGE LLC

082E-15 -039/00.00
IUPE SYLVIA MARLENE

R1
082E-15 -038/00.00
MMC MATERIALS INC
082E-15 -038/01.00
KEELING COMPANY

082F-14 -003/02.00
NEMATI ABE & ZOHREN SIROUS

082E-15 -037/00.00
MMC MATERIALS INC

J R DAVIS

082E-15 -032/00.00
MMC MATERIALS INC
I2
082E-15 -033/00.00
DEVINEY CONSTRUCTION COMPANY IN
C2

082F-14 -003/01.00
ATWOOD FENCE COMPANY INC

082E-15 -031/00.00
ATWOOD FENCE COMPANY INC
R1

082E-15 -015/01.00
HARRIS DORIS ALLEN & ETAL
082E-15 -015/03.00
ALLEN CHARLIE J
082E-15 -014/01.00
ALLEN JOHNNIE & LILLIE C

A1

082E-15 -014/02.00
SHANNON BRENDA

082E-15 -015/01.00
HARRIS DORIS ALLEN & ETAL
082E-15 -013/00.00
TOLES WILLIE O

082E-15 -009/04.00
PEARSON JANICE

082E-15 -009/03.00
PEARSON CARLTON

082E-15 -009/02.00
PEARSON MICHAEL & VANESSA L

082E-15 -009/01.00
MOORE WENDON & PAM

082E-15 -008/01.00
RAO V V PRAKASA & V NANDINI
082E-15 -028/00.00
MOORE WINFORD L & GOLDIE M -TRUST

R1

082E-15 -029/02.00
MOORE WENDON & TANYIA

082E-15 -030/00.00
GRANT HATTIE ROBINSON -EST.

082E-15 -030/00.00
GRANT HATTIE ROBINSON -EST.

082F-14 -002/00.00
LOVE JAMES R JR ETAL

082F-14 -001/02.00
CUMMINGS KEN J

HWY 51

C2

C2

EXHIBIT "B"

There has been significant change in the character of this area made evident by the rezoning and development of the following:

1. Deviney Construction Co. - C-2 Commercial, developed
2. Keeling Company - C-2 Commercial, developed
3. Gluckstadt Security Storage - C-2 Commercial, developed
4. NFPS, Inc. - C-2 commercial, vacant
5. NFPS, Inc. - I-2 Industrial, vacant
6. Landstock, LLC - C-2 Commercial, vacant
7. MMC Materials, inc. - I-2 Industrial, developed

Sowell Road has been constructed to I-55, and these properties are located from Sowell Road to the subject property.

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, I, the undersigned MICHAEL JOSEPH IUPE do hereby sell, convey and warrant unto CHARLIE S. IUPE and SYLVIA MARLENE THOMAS IUPE as joint tenants with full rights of survivorship (and not as tenants in common) that certain property located in the County of Madison, State of Mississippi, being more particularly described, to-wit:

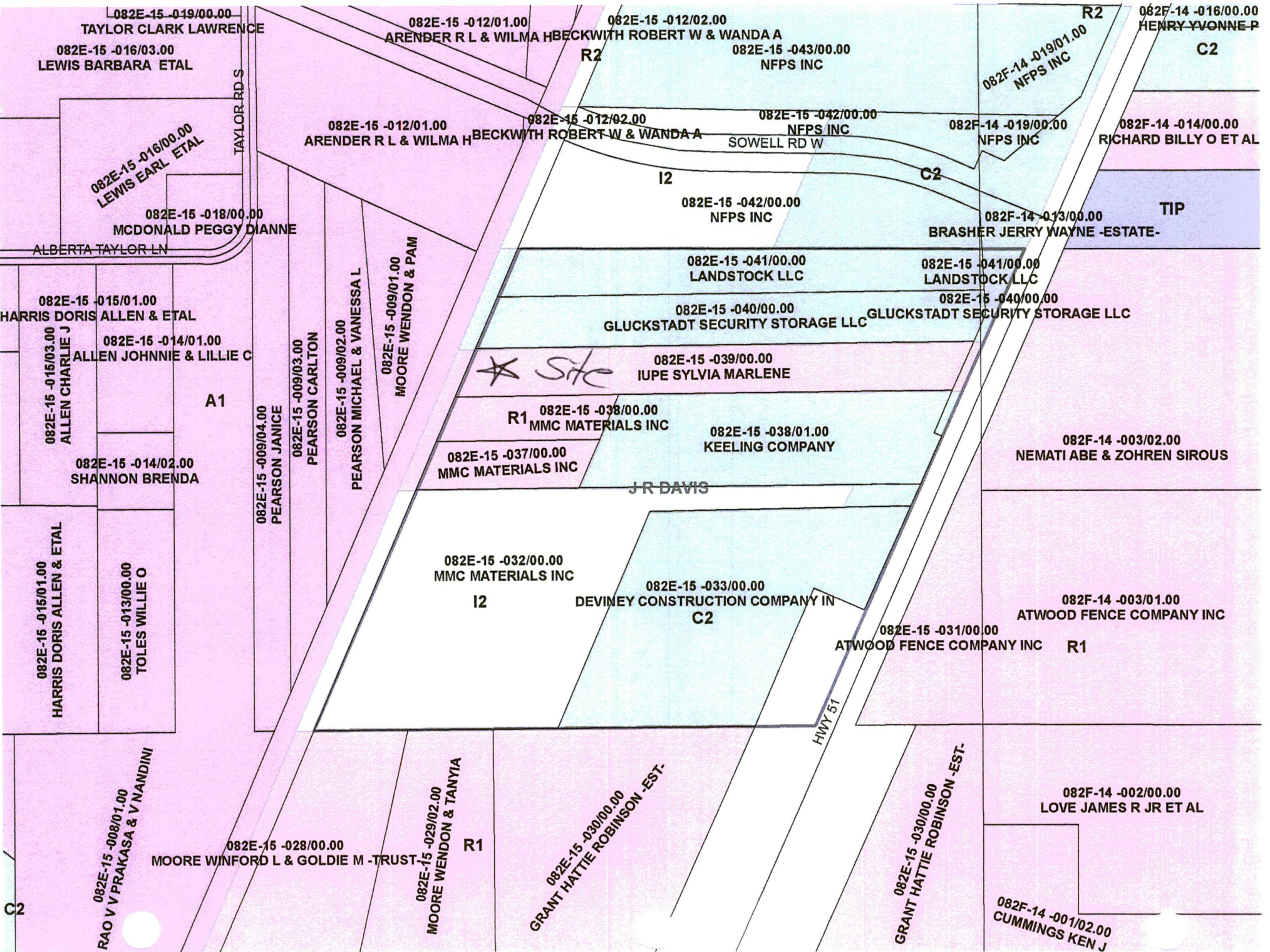
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This conveyance and the warranty of title herein contained are expressly subject to the reservation of all oil, gas and mineral rights in and under the captioned property, said mineral rights having heretofore been reserved by my predecessor in title.

The undersigned Michael Joseph Iupe was the husband of Alice Saab Iupe, the said Alice Saab Iupe having predeceased the undersigned on August 6, _____, 1961.

It is understood and agreed that all ad valorem taxes for the

_____ shall be assumed by the



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LEWIS BARBARA ETAL

082E-15 -012/01.00
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★ Site
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IUPE SYLVIA MARLENE

R1 082E-15 -038/00.00
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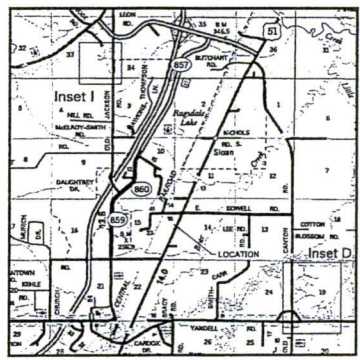
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GRANT HATTIE ROBINSON -EST-
HWY 51

082F-14 -002/00.00
LOVE JAMES R JR ET AL

082F-14 -001/02.00
CUMMINGS KEN J

ILLINOIS CENTRAL RAILROAD
143.16'
S22°30'51.50"W



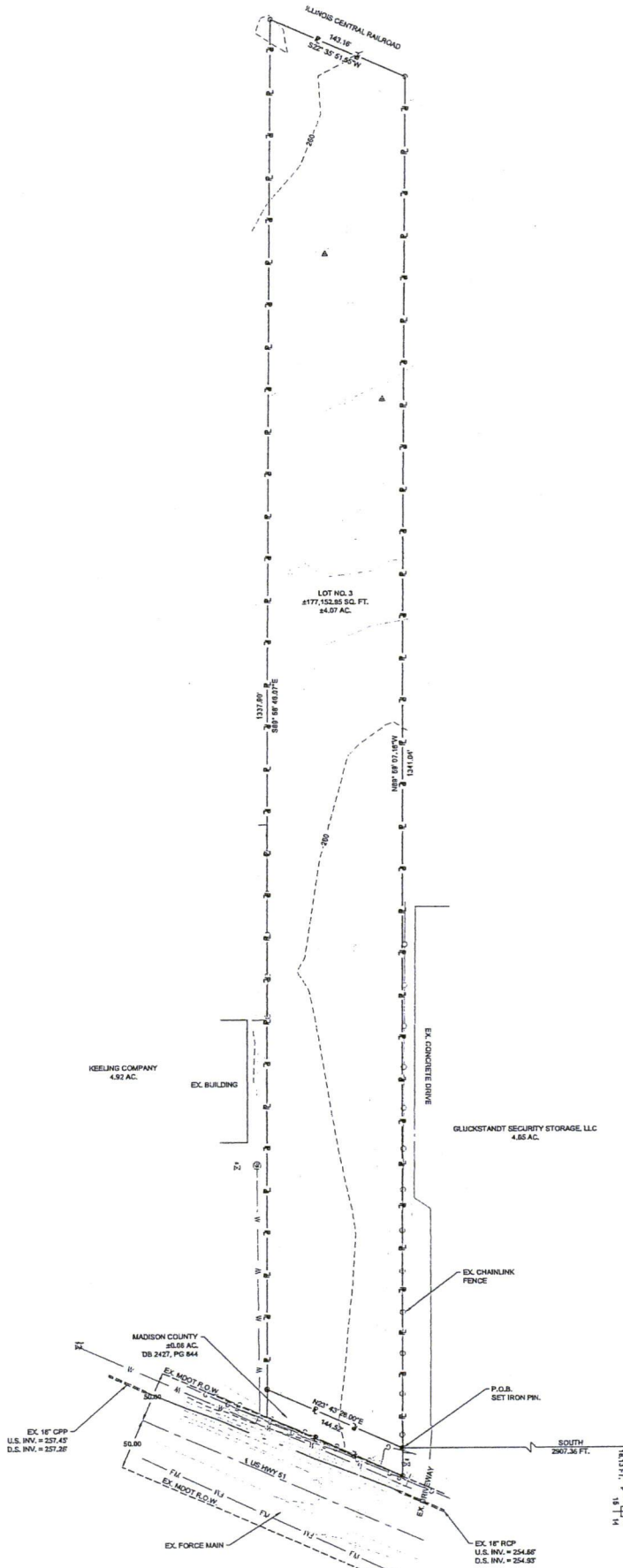
VICINITY MAP
N.T.S.

Description:
A parcel of land being located in the North Half of the Southeast Quarter of Section 15, Township 8 North, Range 2 East, in Madison County, Mississippi, said parcel being more particularly described as follows:
Lot No. 3 of the J. R. Davis Subdivision, south of Canton in Madison County, Mississippi.
Commence at the Northwest Corner of Section 14, Township 8 North, Range 2 East, and run Thence West for 18.13 feet thence run South for 2897.36 to an iron pin (set), being the Point of Beginning;
From said POINT OF BEGINNING, thence run North 89 degrees 59 minutes 7.16 seconds West for 1341.64 feet to an iron pin (found) also being the Illinois Central Railroad right-of-way; thence run along said right-of-way South 22 degrees 33 minutes 51.25 seconds West for 143.16 feet to an iron pin (found); thence run South 89 degrees 59 minutes 48.67 seconds East for 1332.90 feet to an iron pin (set); thence run North 23 degrees 43 minutes 28 seconds East for 144.27 feet to an iron pin (set) back to the POINT OF BEGINNING. Said parcel contains 4.07 acres, more or less.

- NOTES:**
1. CLASS "A" SURVEY, PER MINIMUM STANDARDS OF THE STATE OF MISSISSIPPI.
 2. 1/2" X 1/8" IRON PINS ARE SET AT ALL PROPERTY CORNERS, UNLESS NOTED OTHERWISE.
 3. BY GRAPHIC PLOTTING ONLY, IT IS APPARENT THAT THE PROPERTY SHOWN IS NOT LOCATED IN A DESIGNATED FLOOD ZONE OR FLOOD PLAIN, AS PER FEMA MAP NUMBER XXXXXXXXX, EFFECTIVE XXXXX, XXXX.
 4. THERE WAS NO EVIDENCE OF BOUNDARY POSSESSION DISCOVERED DURING THE FIELD SURVEY.
 5. THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN IS APPROXIMATE ONLY AND MAY NOT BE ALL THAT EXIST ON SITE.
 6. REFERENCE MATERIALS:
DEED BOOK 2427, PAGE 743
DEED BOOK 2427, PAGE 840
DEED BOOK 2427, PAGE 844

LEGEND

- 240 --- EX. MAJOR CONTOUR
- 30 --- EX. MINOR CONTOUR
- --- PROPERTY LOT LINE
- --- EX. RIGHT-OF-WAY LINE
- W M --- EX. WATER MAIN
- C D O --- EX. GAS MAIN
- F M F M --- EX. SEWER FORCE MAIN
- EX. 1/2" IRON PIN SET
- EX. 1/2" IRON PIN FOUND
- ⊕ EX. FIRE HYDRANT
- ⊕ EX. WATER VALVE
- ⊕ EX. WATER METER



DRAFT

SURVEY FOR:
DAVIS WOODWORKS, LLC
±4.07 ACRES LOCATED IN THE
NORTH HALF OF THE SOUTHEAST
QUARTER OF SECTION 15,
TOWNSHIP 8 NORTH, RANGE 2 EAST
MADISON COUNTY, MISSISSIPPI

MENDROP
ENGINEERING RESOURCES
854 WILSON DRIVE
SUITE A
RIDGELAND, MS 39157
TEL (601) 899-5158
FAX (601) 899-5110

I, Kelly Blake Mendrop, P.L.S., do hereby certify that the survey shown herein was performed under my supervision, and that the boundaries depicted on this plan are a correct representation of conditions as they existed on May 24, 2013, to the best of my knowledge and belief.

DRAWN BY: BWG DATE: 05/29/13 SURVEY CLASS: A
CHECKED BY: KBM SCALE: 1" = 50' JOB #: H-745-01-13

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From said POINT OF BEGINNING, thence run North 89 degrees 59 minutes 7.16 seconds West for 1341.04 feet to an iron pin (found) also being the Illinois Central Railroad right-of-way; thence run along said right-of-way South 22 degrees 35 minutes 51.55 seconds West for 143.16 feet to an Iron pin (found); thence run South 89 degrees 58 minutes 46.07 seconds East for 1337.90 feet to an iron pin (set); thence run North 23 degrees 43 minutes 28 seconds East for 144.52 feet to an iron pin (set) back to the POINT OF BEGINNING. Sald parcel contains 4.07 acres, more or less.

STANDARD LINE TYPE & SYMBOL LEGEND

---	PROP. ROW
---	PROPERTY LINE
---	PROP. CENTERLINE
---	PROP. SILT FENCE
---	PROP. CONTOUR MAJOR
---	PROP. CONTOUR MINOR
---	EX. EDGE OF PAVEMENT
---	EX. MINOR CONTOUR
---	EX. MAJOR CONTOUR
---	EX. RIGHT-OF-WAY LINE
---	PROP. DRAINAGE PIPE
---	EX. DRAINAGE PIPE
---	EX. WATER MAIN
---	EX. FORCE MAIN
---	EX. GAS LINE
---	EX. OVERHEAD POWERLINE
---	EX. UNDERGROUND TELECOMMUNICATION LINE
---	EX. UNDERGROUND FIBER OPTIC LINE
---	EX. UNDERGROUND POWER
⊙	EX. SEWER MANHOLE
⊕	EX. FIRE HYDRANT
⊕	EX. WATER VALVE
⊕	EX. POWER POLE
⊕	EX. ROADWAY SIGN
⊕	HORIZONTAL/VERTICAL CONTROL POINT
⊕	LIGHT POLE
⊕	GUY WIRE
⊕	GUY POLE
⊕	BENCHMARK

ABBREVIATIONS

EX.	EXISTING
PROP.	PROPOSED
CL	CLASS
GP	GROUP
GA	GAUGE
CONT.	CONTINUOUS
EMH	EXISTING MANHOLE
PMH	PROPOSED MANHOLE
CP	CONTROL POINT
CMP	CORRUGATED METAL PIPE
O.C.	ON CENTER
TYP.	TYPICAL
E.W.	EACH WAY
T.O.C.	TOP OF CURB
INV.	INVERT
EL.	ELEVATION
REQD	REQUIRED
LB	LUMP SUM
AC	ACRES
CY	CUBIC YARDS
LF	LINEAR FEET
EA	EACH
LBS	POUNDS
VF	VERTICAL FOOT
STA.	STATION
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
WV	WATER VALVE
PIV	POST INDICATOR VALVE
HYD	HYDRANT
FH	FIRE HYDRANT
PT	POINT OF TANGENCY
LT	LEFT
RT	RIGHT
VC	VERTICAL CURVE
N	NORTHING
E	EASTING
US	UPSTREAM
DS	DOWNSTREAM
FL	FLOW LINE
RCP	REINFORCED CONCRETE PIPE
RCAP	REINFORCED CONCRETE ARCH PIPE
SY	SQUARE YARD
SF	SQUARE FOOT
R.O.W.	RIGHT-OF-WAY
O/S	OFFSET
FE	FLANGED END
PE	PLAIN END
MJ	MECHANICAL JOINT
HDPE	HIGH DENSITY POLY ETHYLENE
DIP	DUCTILE IRON PIPE
CS	CARBON STEEL PIPE
FM	FIRE MONITOR
BM	BENCHMARK
PI	POINT OF INTERSECTION
BH	BORE HOLE LOCATION

UTILITY CONTACTS

OWNER/DEVELOPER:
 CALYX MEDICAL SERVICES, LLC
 111 LONE WOLF DRIVE
 MADISON, MS 39110
 CONTACT: BAIN FOOTE

POWER:
 ENTERGY MISSISSIPPI, INC.
 P.O. BOX 8105
 BATON ROUGE, LA 70801-8105
 1-800-ENTERGY

WATER / SANITARY SEWER:
 BEAR CREEK WATER ASSOCIATION
 201 DISTRIBUTION DRIVE
 MADISON, MS 39110
 CONTACT: SCOTT BONNER
 (601) 856-3089

NATURAL GAS:
 CENTERPOINT, INC.
 P.O. BOX 4667
 HOUSTON, TX 77210-4567
 (601) 856-9348

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES ON THE PROJECT SITE, AND SHALL PROMPTLY REPAIR THOSE WHICH ARE DAMAGED BY HIS CONSTRUCTION OPERATIONS. BEFORE DIGGING, THE CONTRACTOR SHALL CONTACT MISSISSIPPI ONE-CALL AT 1-800-227-8477.
2. THE CONTRACTOR MUST HAVE WRITTEN APPROVAL FROM THE CITY ENGINEER AND/OR PROJECT ENGINEER OF RECORD BEFORE ANY CHANGE IN THE DESIGN IS MADE.
3. THE CONTRACTOR SHALL PROVIDE A MINIMUM 24 HOUR NOTICE TO THE ENGINEER PRIOR TO COMMENCING ANY CONSTRUCTION OPERATIONS, SAMPLING, OR TESTING.
4. CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF ALL ITEMS WHETHER SPECIFICALLY INDICATED OR NOT.
5. CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO ENSURE THAT POSITIVE DRAINAGE OCCURS ON ALL AREAS OF PROJECT SITE DURING ALL STAGES OF CONSTRUCTION.
6. ALL TOPSOIL WITHIN THE CONSTRUCTION LIMITS SHALL BE STRIPPED, STOCKPILED IN A DESIGNATED AREA, TO BE APPROVED BY THE OWNER, AND REPLACED ON SLOPES OR AS DIRECTED BY THE ENGINEER. UPON COMPLETION OF GRADING, THE CONTRACTOR SHALL PLACE A SUFFICIENT QUANTITY OF TOPSOIL (MINIMUM 6") TO ENSURE GRASS GROWTH ON THE DESIGNATED AREA. ANY EXCESS TOPSOIL SHALL BE REMOVED FROM THE PROJECT SITE.
7. SEDIMENT RUNOFF ON ANY AREA DISTURBED BY THE CONTRACTOR WILL BE CONTROLLED AT ALL TIMES. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE OF EROSION CONTROL MEASURES USED TO CONTROL SEDIMENT RUNOFF. THE CONTRACTOR SHALL CONFORM TO THE SCNOI FOR THIS PROJECT, TO BE PROVIDED PRIOR TO COMMENCING CONSTRUCTION.
8. CONTRACTOR SHALL SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES AND ENSURE A COMPLETE STAND OF GRASS.
9. ANY LOCAL, STATE, OR FEDERAL PERMITTING REQUIRED FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL RETAIN A SET OF RECORD DRAWINGS DURING CONSTRUCTION WITH LEGIBLE DIMENSIONS AND NOTES THAT RECORD ACTUAL CONSTRUCTION. AT PROJECT CLOSEOUT, CONTRACTOR SHALL RETURN THE RECORD DRAWINGS TO THE ENGINEER.
11. AT THE EXPENSE OF THE CONTRACTOR, THE CONTRACTOR SHALL MAINTAIN EXISTING DRAINAGE PATTERNS AND CONSTRUCT TEMPORARY STRUCTURES, EMBANKMENTS, AND CULVERTS AS REQUIRED TO MAINTAIN THE EXISTING DRAINAGE SYSTEM AND CAPACITY IN THE WORK AREA. ANY AND ALL TEMPORARY STRUCTURES, EMBANKMENTS, AND CULVERTS CONSTRUCTED DURING THE PROGRESS OF WORK SHALL BE REMOVED IF NOT NECESSARY FOR FINAL DRAINAGE SYSTEM AND THE AREA RESTORED TO ITS ORIGINAL CONDITION.
12. THE CONTRACTOR SHALL FURNISH, PLACE, AND MAINTAIN ALL SHEETING, SHORING, AND BRACING REQUIRED TO SUPPORT THE SIDES OF THE REQUIRED TRENCH EXCAVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUFFICIENCY OF ANY SUCH SUPPORTS TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE OR DELAY THE WORK; ENDANGER OR CAUSE DAMAGE TO ADJACENT PAVEMENTS, BUILDINGS, OR OTHER STRUCTURES; OR CREATE UNDUO HAZARDS TO WORKMEN.
13. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES THAT ARE TO REMAIN SUCH AS PIPES, RILETS, AND FENCES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT TO CONTRACTOR WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
14. NO CONSTRUCTION ACTIVITIES SHALL COMMENCE UNTIL ALL APPROVALS AND PERMITS HAVE BEEN OBTAINED FROM GOVERNING AUTHORITIES (INCLUDING BUT NOT LIMITED TO CITY, COUNTY, MS DEPARTMENT OF HEALTH, MDOE, MDOT, CORPS OF ENGINEERS, UTILITY ASSOCIATIONS). ANY WORK PERFORMED PRIOR TO OBTAINING SAID PERMITS AND APPROVALS SHALL OCCUR AT THE RISK OF THE CONTRACTOR AND/OR OWNER.
15. SILT FENCE AND WATLES SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION AND SHALL BE REMOVED BY THE CONTRACTOR WHEN CONSTRUCTION IS COMPLETE.

REVISIONS		BY
NO.	DATE	DESCRIPTION

CALYX MEDICAL SERVICES, LLC
 U.S. HWY 51
 MADISON COUNTY, MISSISSIPPI
 * * * * *

**LEGEND, ABBREVIATIONS
 AND GENERAL NOTES**

PATH: I:\Land Projects\C749-01-13\Drawg\C749-01-13.dwg



MENDROP
 ENGINEERING RESOURCES
 854 WILSON DRIVE
 SUITE A
 RIDGELAND, MS 39157
 TEL (601) 899-5158
 FAX (601) 899-5110

DRAWN BY: B. GRIFFIN
 CHECKED BY: K. QUICK
 SCALE: 1" = 50' (H), 1" = 5' (V)
 DATE: JUNE, 2013
 PROJECT NO.: C-749-01-13

SHEET NO.
2.1

10. **SPECIAL PROVISIONS:**
- (a) The Buyer shall have a 60 day due diligence period to complete all necessary inspections, financing, and The County of Madison approving their site plan and construction drawings of their building specifications and rezoning of the property.
 - (b) This contract is contingent upon buyer receiving financing in the amount stated above.
 - (c) This contract is contingent upon the property being rezoned to from Residential to Commercial Property.
 - (d) This contract offer is good until June 13, 2013.
11. **TITLE AND CONVEYANCE:** Seller is to convey by General Warranty Deed or Lease Assignment (as appropriate) and provide Buyer with a Certificate of Title prepared by an attorney upon whose Certificate Title Insurance may be obtained from a title insurance company qualified to do and doing business in the State of Mississippi. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust, judgments, construction liens, Lis Pendens, Federal or State tax liens, and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to the following items recorded in the Chancery Clerk's office of said County: easements without encroachments, applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer, at his option, may either: (a) if defects cannot be cured by designated closing date, cancel this contract, in which case all earnest money deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform his curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice requiring repairs, alterations or corrections of any existing condition except as stated herein.
12. **BREACH OF CONTRACT:** Specific performance is the essence of this contract, except as otherwise specifically provided for in this contract and as further delineated below:
- a. In the event of breach of this contract by Buyer, Seller at his option may either: (1) accept the earnest money deposit as liquidated damages and this contract shall then be null and void; or (2) enter suit in any court of competent jurisdiction for damages, giving credit on said damages for the sale earnest money deposit; or (3) enter suit in any court of competent jurisdiction for specific performance.
 - b. In the event of breach of contract by Seller, Buyer at his option may either: (1) accept the return of the earnest money deposit and cancel the contract; or (2) enter suit for damages in any court of competent jurisdiction; or (3) enter suit in any court of competent jurisdiction for specific performance.
 - c. If it becomes necessary to insure the performance of the conditions of this contract for either party to hire legal counsel, then the nonprevailing party agrees to pay reasonable attorney's fees and costs to the prevailing party in connection therewith.
13. **SURVIVAL OF CONTRACT:** All express representations, warranties and covenants contained herein shall survive closing except where herein specified to the contrary. All other contractual obligations shall terminate with the closing.
14. **CONDITION OF PROPERTY AND ACCEPTANCE:** Buyer hereby represents that he has personally inspected and examined the above mentioned premises and all improvements thereon and accepts the property in its "as is" and present condition, except for items in Paragraphs 15 and 16 hereof. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract the Seller had not made any representations concerning the present or past structural condition of the property.
15. **RISK OF LOSS:** This contract is further conditioned upon delivery of the improvements in their present condition. In the event of material damage by fire or otherwise, before closing, Buyer may declare this contract void and shall be entitled to the return of his earnest money, or Buyer may elect to complete the transaction in accordance with this contract provided the property is restored by Seller at Seller's expense prior to closing. Seller agrees to keep the subject property insured against fire and extended coverage risks until closing.
16. **AGREEMENT OF PARTIES:** 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 consent. Neither party has relied upon any statement or representation made by the other party not contained herein. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Gender and number, as herein used, shall be changed as the context may require. This contract shall be governed by the laws of the State of Mississippi. If any provision of this contract is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract. Each party hereby acknowledges receipt of a duplicate original hereof.
17. **BUYER'S STATEMENT:** Buyer hereby acknowledges and he fully understands that Broker, the listing broker, and their associates are all the agents of Seller and have a fiduciary duty to represent the interests of Seller. While Broker and his

Initials of Parties:

Buyer

BD

Buyer

2

Seller

JMT

Seller

associates must deal with Buyer honestly and fairly, they are not the agents of Buyer and do not represent the interests of Buyer. If Buyer considers it necessary, he should seek the advice and representation of a lawyer or another real estate broker or both. Buyer hereby acknowledges that he has been advised by Broker of the protection offered by owner's title insurance. Buyer acknowledges further that he has not received or relied upon any statements or representations regarding the effect of this transaction upon Buyer's tax or legal liability, the size or condition of the property, previous flooding or the presence of urea formaldehyde insulation, radon gas, asbestos containing material, or any form of hazardous material, and agrees to hold Broker harmless from any liability with regard to these items, conditions or statements. Buyer further acknowledges that he has been encouraged to secure a third-party inspection of the property to verify its condition.

18. **SELLER'S STATEMENT:** Seller hereby represents that he is not aware of any flooding, foundation or drainage problems with the subject property, or the presence of urea-formaldehyde insulation, radon gas, asbestos containing material or any form of hazardous material. Seller further represents that he is not aware of any visible or hidden defects. The offer stated herein is hereby accepted and Seller agrees to sell the herein described property on the terms and conditions set forth herein. Seller agrees to pay Broker a commission for services rendered as set forth in the Listing Agreement in effect between Seller and Broker. If Broker collects this commission or any part thereof through legal action, Seller agrees to pay court costs and reasonable attorney's fees. This agreement shall not limit the rights of Broker as set forth in said Listing Agreement, and said Listing Agreement is extended through the closing date of this contract or any other renegotiated contract between the parties hereto or their assigns. Any commission or fee due hereunder shall be earned and payable upon presentation of Buyer ready, willing and able at and price and terms acceptable to Seller, although Broker agrees to accept said commission or fee at closing as an accommodation to Seller. Seller hereby acknowledges that he has not received or relied upon any statements or representations regarding the effect of this transaction upon Seller's tax or legal liability, or the enforceability of any due-on-sale clauses in any existing loan documents, and agrees to hold Broker harmless from any liability with regard to same.
19. **PERMITS:** Seller warrants that an occupancy permit and an operating permit (if appropriate) for the property are in effect, or will be at closing.
20. **PERSONAL PROPERTY:** The purchase price stated in Paragraph 2 hereof includes all furnishings, appliances, furniture and any other personal property owned by Seller and used in the operation of the property according to an inventory list which shall be delivered to Buyer within seven (7) days of this contract. Said inventory list is made a part hereof by this reference. Said personal property shall be transferred to Buyer by Bill of Sale at closing.
21. **TAX DEFERRED EXCHANGE:** If either party to this contract wishes to enter into a tax deferred exchange in connection with this transaction, each of the parties agrees to cooperate with the other party in regard to such exchange, including the execution of such documents as may be reasonably necessary to affect the exchange. However: (a) the other party shall not be required to delay the closing; (b) all additional cost caused by such exchange, shall be borne by the party whose property is exchanged; and (c) the other party shall not be obligated to execute any note, contract or other document providing for any personal liability which would survive the exchange.
22. **EXISTING LEASES:** This contract of sale is subject to existing leases and rights of parties in possession. Within seven (7) days of contract, Seller shall deliver to Buyer for his approval, copies of all existing leases and rental agreements, as well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements with tenants, incurred defaults by Seller or tenants, claims made by or to tenants and a statement of all tenants' deposits held by Seller, all of which Seller warrants to be true and complete. Buyer's obligations under this contract are conditional upon approval of existing leases. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or his agent within sixty (60) days of said document, in which case Buyer may have his deposit returned and both parties shall be released of all obligations hereunder.
23. **CHANGES DURING TRANSACTION:** While this transaction is pending, Seller agrees that no changes in the existing leases or rental agreements shall be made, no new leases or rental agreements entered into, nor shall any substantial alterations or repairs be made or undertaken without written consent of Buyer.

City Madison State MISSISSIPPI Date 6/14/13 Time 12:00
 Buyer: [Signature] Buyer: _____

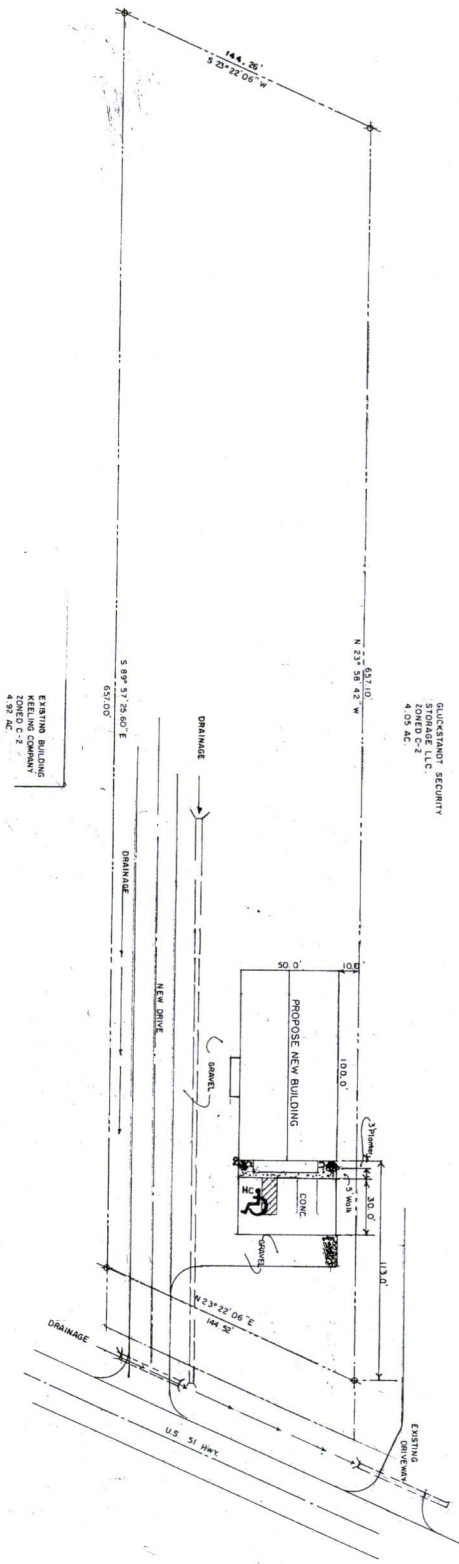
City Jackson State MISSISSIPPI Date 6-25-13 Time 1:20
 Seller: Sylvia Maureen Dyer

Convey title to: _____

Initials of Parties: Buyer _____ Buyer _____ Seller [Signature] Seller _____

SURROUNDING LANDOWNERS:

1. Gluckstadt Security Storage, LLC
2. MMC Materials, Inc.
3. Keeling Company
4. Nemati Abe and Zohren Sirous
5. Landstock, LLC



GLUCKSTADT SECURITY
STORAGE LLC
ZONING C-2
4.09 AC

EXISTING BUILDING
KEELING COMPANY
ZONING C-2
4.09 AC

SITE PLAN

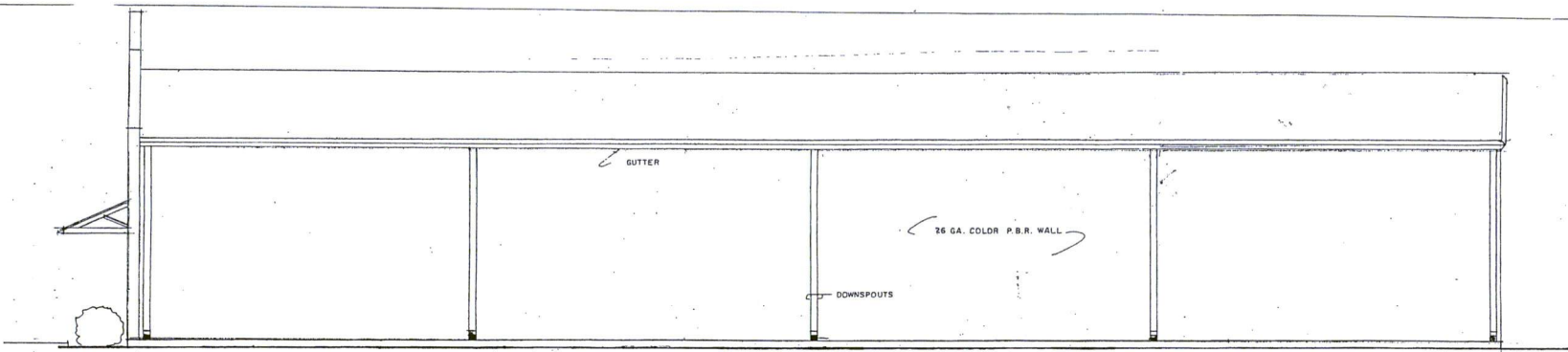
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CALYX MEDICAL SERVICES, LLC.
U.S.HWY 51
MADISON, MS

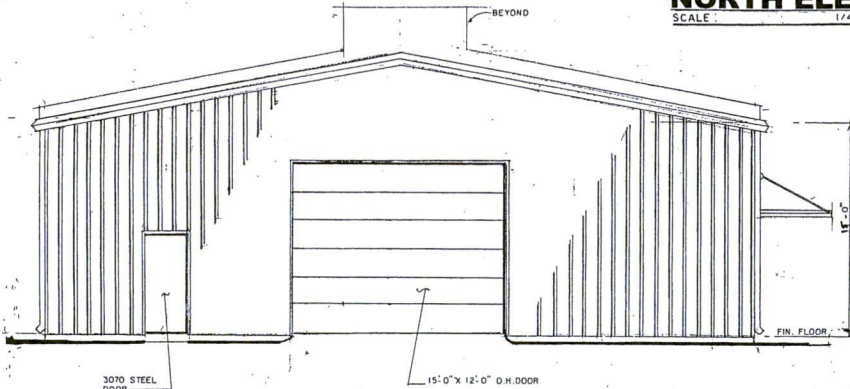
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CHECKED	SMH
DATE	
SCALE	
JOB NO.	
SHEET	

REVISIONS	BY

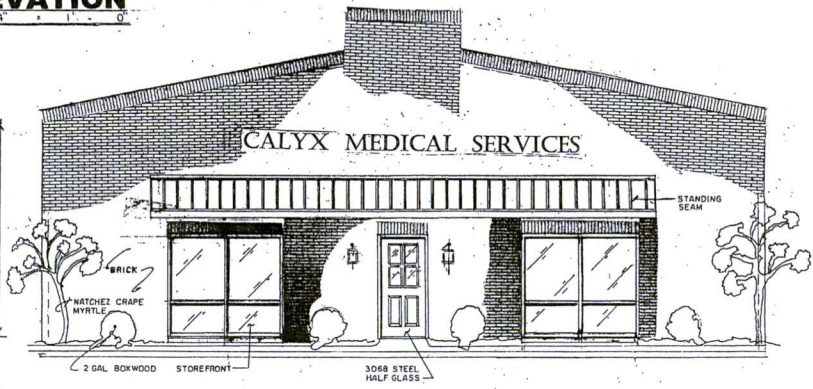
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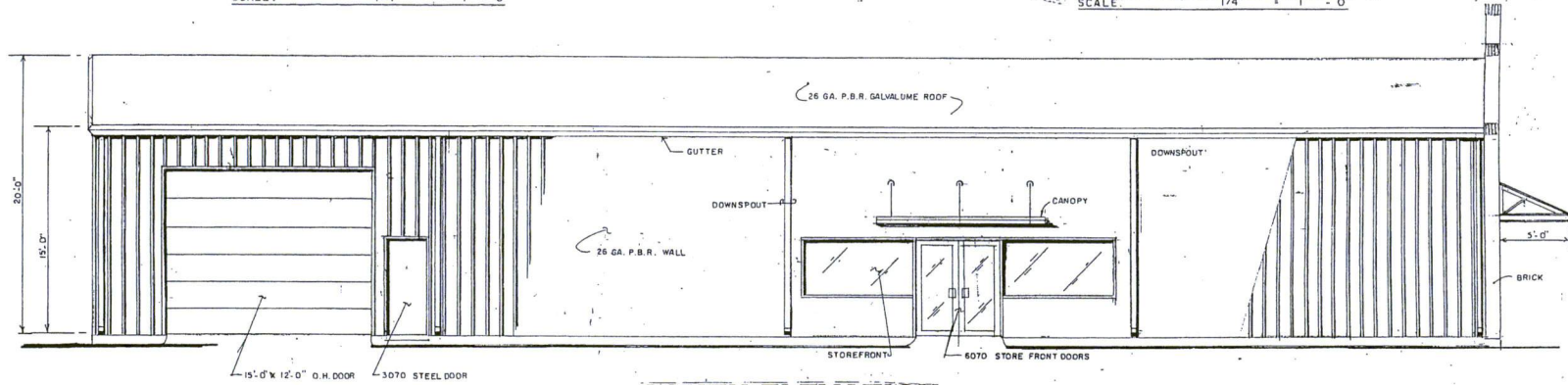
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WEST ELEVATION
SCALE: 1/4" = 1' - 0"



EAST ELEVATION
SCALE: 1/4" = 1' - 0"



SOUTH ELEVATION
SCALE: 1/4" = 1' - 0"

REVISIONS	BY

CALYX MEDICAL SERVICES, LLC.
U.S. HWY 51
MADISON, MS

DRAWN	
CHECKED	
DATE	
SCALE	
JOB NO.	
SHEET	
OF SHEETS	



Calyx Medical Services, LLC
General Business Scope of Services

Dear Sir,

Calyx Medical is a Home Medical Equipment supplier servicing durable medical equipment and disposables from beds to adult briefs delivered to the patients in the comfort of their home. We also ship supplies and delivery via van as well. In addition to our services of Calyx Medical, we distribute manufactured wound care ointments to distributors and directly to customers all over the United States. Our services include filing on the patient's behalf to their insurance and delivering the proper equipment to their home. We also sell direct as cash pricing to businesses on bulk disposable products. Our current location is 111 Lone Wolf Dr., Madison, located off of Hwy 51 South, of this section we plan to build to suit.

Thank you for your consideration,

Bain Foote
President

BF/lh