Name and Address of Applicant: Madison County Economic Development Authority 135 Mississippi Parkway Canton, MS 39046		Street Address of Property (if different address): Sowell Road-East of I-55			
				полименующий при	
APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
December 2, 2024	A-1	See Exhibit A Digital Format will be submitted	082E-15-021/00.00		See Exhibit B
MCEDA has a contract of approving MCEDA's required Industrial District. Comments:	on the above-refe juest to Re-Zone t	renced property (see att	tached Exhibit C). This n its current designation	s contract is contingen of A-1 Agricultural Dis	t on Madison County trict to I-2 Heavy
Respectfully Submitted					
Joseph P. Deason, Exe	ecutive Director		and the second s		
••••••	••••••	••••••••	••••••	••••••	•••••
Petition submitted to Commission on					
Recommendation o	f Madison Co		d Development		** *** *** *** *** **** **************

Supervisors _____

Final disposition of Petition

Public Hearing date as established by the Madison County Board of

BEFORE THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF REZONING CERTAIN LAND SITUATED IN: EAST SIDE OF THE N ½ OF THE NW ½ SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 EAST MADISON COUNTY, MISSISSIPPI

MADISON COUNTY TAX PARCEL NO: 082E-15-021/00.00

PETITIONER: MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

COMES NOW, Madison County Economic Development Authority ("MCEDA" or "Petitioner"), by written permission of SRC Investments, LLC ("SRC"), current owner of the hereinafter described property, and files this Petition with the Board of Supervisors of Madison County, Mississippi to rezone and reclassify a certain tract or parcel of land situated in the East side of the N½ of the NW½ Section 15, Township 8 North, Range 2 East, Madison County, Mississippi, being Madison County Tax Parcel No. 082E-15-021/00.00, from its present Zoning District Classification of Agricultural District (A-1) to Heavy Industrial District (I-2), and would show as follows:

1. Please see the following Exhibits:

Exhibit "A" - Legal Description of the Subject Property

Exhibit "B" - Map depicting the location of the Subject Property

Exhibit "C" - Contract of Purchase and Sale by and between Petitioner and SRC

Exhibit "D" - Current Deed vesting title in SRC

Exhibit "E" - Map depicting Future Land Use for the Subject Property

Exhibit "F" - List of landowners within 160 feet of the Subject Property

Exhibit "G" - Notice of Hearing

- 2. Petitioner has written permission to file this Petition from SRC pursuant to that certain Contract of Purchase and Sale agreement ("Agreement"), as rezoning of the Subject Property is a condition to closing the Agreement. See Exhibit "C," attached hereto.
- 3. Petitioner requests that the Subject Property be rezoned from its present Zoning District Classification of Agricultural District (A-1) to Heavy Industrial District (I-2).

4. Character of the neighborhood:

- a. The Subject Property lies on Sowell Road, a major east-west thoroughfare, with Nissan Drive and I-55 to the west, and CN Railroad and Highway 51 to the east.
- b. Madison County has experienced record economic and industrial growth in recent years—particularly in the immediate area of the Subject Property which lies in the most heavily industrialized area in the County.
 - 1. Madison County Megasite is zoned (I-2) Heavy Industrial District, is approximately three (3) miles to the north of the Subject Property, and is now home to Amazon, AWS, Clark Beverage, and other Heavy Industrial uses.
 - 2. Nissan North America is zoned (I-2) Heavy Industrial District and is approximately one-half (1/2) miles to the north of the Subject Property.
 - 3. MMC Materials, Inc. is zoned (1-2) Heavy Industrial District and adjoins the property on its northeast corner.

7. Public need:

a. As the leader of economic development for Madison County, MCEDA's mission is to encourage the growth of the county's existing business and industry, attract new investment and higher-paying jobs, and to increase Madison County's

competitiveness leading to a diverse, vibrant economy benefiting all of the county's citizens.

- b. A key component to the success of Madison County, and one that enables MCEDA to carry out its mission is the availability of appropriately zoned property to allow existing, and new businesses to capitalize on speed to market.
- c. The recent and rapid economic growth of Madison County has put MCEDA in the position that it needs such available property in order to carry out its mission most effectively.
- d. There is a public need for rezoning of the Subject Property, as such rezoning will allow MCEDA to use the Subject Property in such a way as to continue to attract business and industry, create jobs, and have a positive economic impact on Madison County and surrounding municipalities.
- 8. The Land Use and Transportation Plan of Madison County, Mississippi depicts the Subject Property as "Heavy Industrial." See map attached hereto as **Exhibit "E."** As such, Petitioner's request is in compliance with the Land Use and Transportation Plan of Madison County, Mississippi, and is the highest and best use of the Subject Property.
- 9. Petitioner is notifying the surrounding landowners owning property within 160 feet of the property described herein (excluding streets and highways), of the hearing date for this Petition by certified mail, return receipt requested. A list of the landowners and their addresses is attached as **Exhibit "F"**.
 - 10. A Notice of Hearing sent to the surrounding landowners is attached as Exhibit "G."

WHEREFORE, PREMISES CONSIDERED, Petitioner respectfully requests that this Petition be received, and after due consideration, the Board of Supervisors of Madison County, Mississippi will rezone and reclassify this property from its present designation of Agricultural District (A-1) to Heavy Industrial District (I-2).

RESPECTFULLY SUBMITTED, this the 2nd day of December, 2024.

Madison County Economic Development Authority

/s/ Joseph P. Deason
Joseph P. Deason, Executive Director

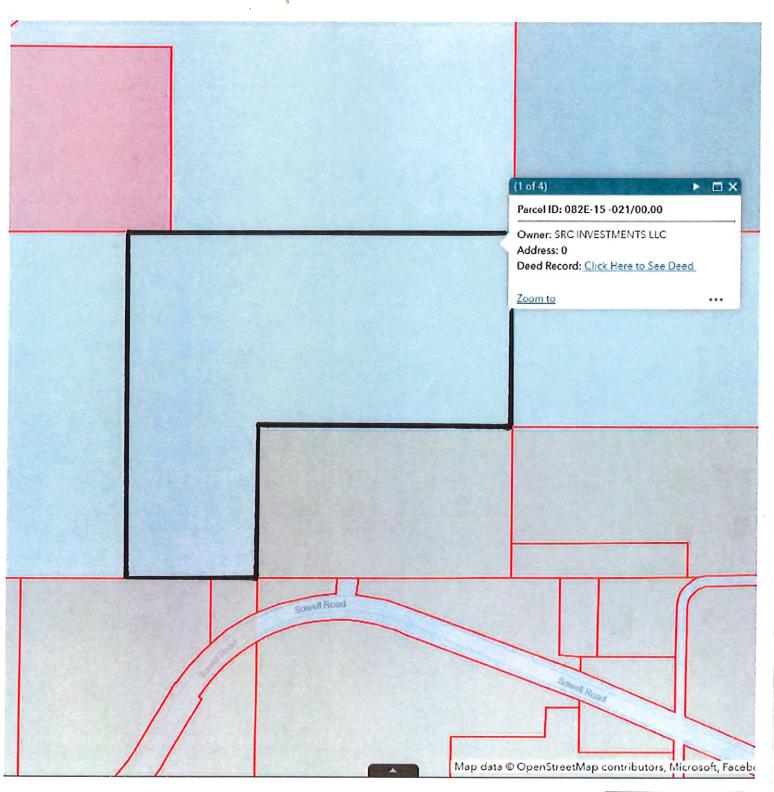
SRC INVESTMENTS, LLC

LEGAL DESCRIPTION

+/-32.34 acres

A portion of that property described in Warranty Deed filed in Book 490 Page 572 and currently known as Madison County Tax Parcel No. 082E-15-021/00.00.







CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale made and entered into this the 12 day of 15 day of 2024, by and between Madison County Economic Development Authority, hereinafter called "Buyer" or "MCEDA", and SRC Investments, LLC, a Mississippi Limited Liability Company, hereinafter called "Seller" or "SRC."

WITNESSETH THAT:

For the considerations, and subject to the terms, conditions and provisions hereinafter set out, and the mutual promises of, and benefits to, the parties to this agreement herein contained, Sellers and Buyers have agreed and do hereby agree as follows:

1. <u>AGREEMENT AND DESCRIPTION</u>: Seller will sell to Buyer, and Buyer will purchase from Seller +/- 45.00 acres and being Madison County Tax Parcel Nos.: 082E-15-021/00.00 and 082E-15-021/01.00, located in Section 15, Township 8N, Range 02E, Madison County, Mississippi and as generally depicted on the map attached as <u>Exhibit</u> "A" which is incorporated in this Agreement (the "Property").

SEE EXHIBIT "A" ATTACHED HERETO

- 2. <u>PURCHASE PRICE</u>: The consideration to be paid for said real property is acre as determined by the survey of the subject property, said amount to be paid in full on the date of closing
- 3. EARNEST MONEY: Buyer has previously deposited with Seller the sum of as Option Price/Earnest Money pursuant to that certain Option Agreement executed by and between Buyer and Seller. Such amount shall be forfeited by Buyer in the event that this sale does not close upon the terms and conditions herein set forth.

4. CLOSING:

- (a) The closing of this transaction shall be on or before the 31st day of December 2024, subject to the conditions as set forth herein.
- (b) Seller and Buyer shall also execute such certificates, non-foreign affidavits and other instruments as are reasonably requested by the other party or Buyer's lender in connection with the consummation of the transaction contemplated hereby.

(c) <u>Permission to Seek Rezoning</u>. To the extent that any portion of the Property is not, as of the Effective Date hereof, classified (i.e., zoned) as "Heavy Industrial District



(I-2)" on the Official Zoning Map of Madison County, Seller hereby grants to Buyer, permission to file an application with the Madison County Planning & Zoning Commission in accordance with the Madison County Zoning Ordinance seeking an amendment to such map and ordinance to reclassify (i.e., rezone) such portion of the Property as Heavy Industrial District (I-2), which reclassification shall be conditioned on the Closing of the purchase of the Property in accordance with the terms and conditions herein. In connection with any such re-zoning application filed or to be filed by Buyer, Seller hereby agrees to execute such other documents evidencing such grant of permission and cooperation as to such other minor, incidental actions that are necessary and proper, to have the Property or any portion thereof rezoned from its current classification to Heavy Industrial District (I-2) classification.

In the event that any third-party timely appeals any re-zoning decision of the Madison County Planning & Zoning Commission, and/or the Madison County Board of Supervisors, and/or thereafter appeals the decision of the Circuit Court of Madison County, or any higher court with respect thereto, Seller shall, at times during the pendency of any such appeal(s), cooperate with Buyer to provide such documentation, written statements, affidavits, oral testimony or other information as may be necessary to challenge any such appeal(s); provided, however, that Seller and Buyer agree that Buyer shall be solely responsible for any and all legal and other expenses and/or costs incurred to rezone the Property, or any portion thereof, in accordance herewith and to challenge any appeal thereof.

Notwithstanding any other provision of this Agreement to the contrary, if the rezoning proceeding contemplated herein is initiated by Buyer, but a non-appealable decision reclassifying the Property (or any portion thereof) to Heavy Industrial District (I-2) is not achieved by the Buyer prior to Closing, the Closing Date shall be deemed extended for the applicable period of such proceeding or appeal; provided, however, that Buyer shall have no obligation to purchase the Property or any portion thereof unless and until all of the Property is successfully reclassified as Heavy Industrial District (I-2) and such reclassification is no longer subject to any valid appeal.

- 5. <u>TITLE AND SURVEY</u>: Title to the aforesaid property is to be a good and merchantable fee simple title, free and clear of all liens and encumbrances; and Seller hereby contracts to sell, convey and warrant the fee simple title unto Buyer by Special Warranty Deed, upon payment of the purchase price by Buyer, subject to the following exceptions only, to-wit:
- (a) Ad valorem taxes for the current year will be paid by the Seller and the amount of the tax shall be escrowed and paid from the funds at closing.
 - (b) Zoning Ordinances and Regulations of the County of Madison.

(c) Such outstanding mineral conveyances or reservations and rights-of-way and Easements as may be of record that are acceptable to Buyers.

A current Survey of the property will be provided by Seller, and Seller will also provide a Certificate of Title or acceptable title examination upon which a Title Insurance Policy in the amount of the purchase price may be obtained at Buyer's option and Buyer's expense. Buyer shall give Seller notice within three (3) days of the receipt of said title certificate and examination of any matters that are unacceptable and Seller will agree to cure any such exception prior to closing. Any matters shown on the Certificate and survey and not objected to by Buyer shall be deemed to be approved by Buyer. In the event there are any such unacceptable matters that Seller is unable or unwilling to remove by or on the closing date, Buyer may, at its option, may chose to proceed to close or terminate this Agreement.

- 6. <u>POSSESSION</u>: Seller shall deliver unrestricted possession of said property to Buyer upon closing.
- 7. <u>CLOSING COSTS, EXPENSES AND DOC PREP</u>: Seller and Buyer shall be equally responsible for all closing costs except the costs of the title insurance if Buyer elects to obtain same. Buyer shall be responsible for its own attorney's fees in connection herewith.
- 8. <u>BUYERS'S DUE DILIGENCE AND INSPECTION</u>: Buyers have 30 days to complete their due diligence and any further due diligence is hereby waived except as expressly stated herein.
- 9. <u>DELIVERY OF DOCUMENTS BY SELLERS</u>: Sellers shall deliver to Buyer copies of all existing surveys, title reports, title commitments, title policies, environmental reports, soil reports, zoning documents, other testing reports and civil documents, if any, that are in Seller's possession or are otherwise available to Seller at closing. In the event the transaction contemplated hereby shall not close, Buyer shall promptly return the same to Seller.
 - 10. <u>SELLER'S WARRANTIES</u>: Seller warrants to Buyer as follows:
- (a) Seller has not deposited or released any hazardous wastes or substances on the Property
- (b) The Property is not subject to any pending litigation or condemnation proceeding and none is threatened.
- (c) The Property is not the subject of any outstanding sale contract or option to purchase in favor of a third party.

- (d) The Property is not the subject of any administrative order or any judgment or decree, including any order concerning wetlands.
- (e) Seller is the sole owner of the Property and has full right, power, and authority to execute this Agreement and to consummate the transactions contemplated hereby.
- (f) Seller is unaware of any use restrictions, other than those provided to Buyer by Seller and those recorded in the public records, imposed on the Property.
- 11. <u>REMEDIES</u>: If Buyer fails to perform its obligations under this Agreement, Seller's remedy, at Seller's sole option, shall be either an action for specific performance to require Buyer to consummate this sale, or an action for breach of contract and damages. Buyer shall have the same rights herein. In any action for specific performance or breach of contract, the substantially prevailing party shall be entitled to collect its reasonable attorney fees and costs, in addition to any other recovery to which it is entitled.
- delivered personally (including by commercial courier and/or hand delivery), sent by nationally recognized courier service (such as FedEx) or sent by United States certified mail, return receipt requested, with a copy by email, addressed to the parties at the addresses set forth below, or to such other address as either party may hereafter give the other.

SELLER:

Madison County Economic Development Authority c/o Joey Deason, Executive Director 135 Mississippi Parkway Canton, Mississippi 39046 BUYER: .

SRC Investments, LLC c/o Eustice Raines, Managing Member 874 Ratliff Ferry Road Canton, MS 39046

13. <u>GENERAL RECITALS</u>: All of the terms, covenants and conditions herein contained shall be binding on, and inure to the benefit of, the heirs, executors, administrators, devisees, successors and/or assigns of the Seller and Buyer. Any modifications or amendments of this Contract must be in writing. This Contract will be effective as of date it is last executed by Seller or Buyer.

EXECUTED this the 12 day of 16cmby 2024.

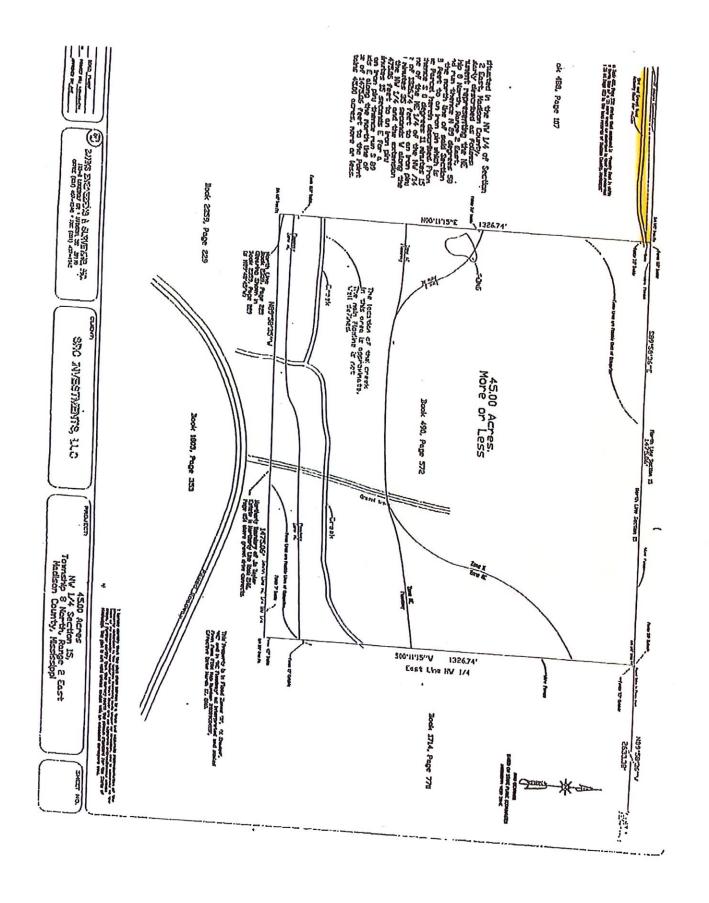
BUYER: MCEDA

Joe Deason, Executive Director

SELLER: SRC INVESTMENTS

Eustice Raines, Managing Member

EXHIBIT "A" (to be furnished by Seller)



340538

Prepared By: Phillip M. Nelson 1220 Highway 51 North Madison, Mississippi 39110 1-601-856-8869

BNOX 0490 PLGT 572

Index In: N 1/2 NW 1/4, Section 15, TSN-R2B Medison County, MS

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned TERENCE A. BROWN, a single person, Grantor, does hereby sell, convey and warrant unto SRC INVESTMENTS, LLC, a Mississippi Limited Liability Company, Grantee, the following described real property lying and being situated in the County of Madison, State of Mississippi, to wit:

45 acres off East side of the North half of the Northwest Quarter of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi;

AND

That right-of-way and easement twenty foot in width off the North side of a 35 acre tract as described in that Deed recorded in Book 36 at page 222 in the land records of Madison County, Mississippi.

Excepted from the warranty of this conveyance are all covenants, restrictions, zoning ordinances, building codes, easements, rights-of-way, and roadways, pertaining to the parcel of land herein conveyed.

This conveyance is made subject to all prior reservations, conveyances or leases of all oil, gas and other minerals lying in, on or under the subject property, however, Grantor conveys to Grantee all oil, gas and other minerals or rights pertaining thereto which he may own as of the date of this conveyance.

Ad valorem taxes for the current year have been prorated between Grantons and Grantee as of the date of this conveyance on an estimated basis, and if incorrect, shall be adjusted between the parties when the same become actually known, due and payable.

EXHIBIT D

BOOK 0490 FAGE 573

WITNESS MY SIGNATURE, on this the 28 day of June, 2001.

TERENCE A. BROWN

Grantor's Address: 529 Isabella Street Canton, MS 39046 Res.Ph: 859-6049 Bus.Ph: 859-6049

Grantee's Address: 874 Railiff Ferry Road Canton, MS 39046 Ph: 859-1332

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned Notary Public in and for the said County and State, within my jurisdiction, on this the 28th day of June, 2001, the within named Terence A. Brown, a single person, who acknowledged that he examined the foregoing instrument of writing.

MUSSION EXPIRES:

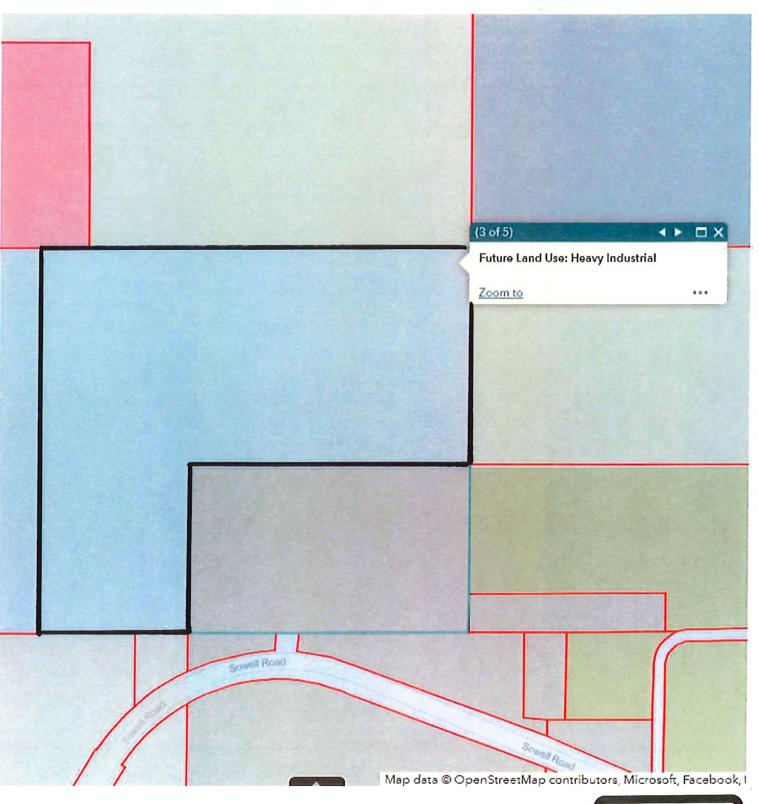
STATE	of Miss	issippi,	COUNTY	OF MADIS	ON:
				*** * *	

I certify that the within instrument was filed for record in my office this 2 day of 0, 20, at 0, 50 o'clock P.M., and was duly recorded on the 22 mil , Book No. 470, Page 572

STEVE DUNCAN, CHANCERY CLERK

BY:-

d col





Owners of property located within 160 feet of the Subject Property (excluding rights of way for streets and highways)

082E-15-006/03.00

First Choice Development, LLC 947 Petrified Forest Road Flora, MS 39071

082E-15-006/07.00

Donald O. Gustafsson Lynda M. Gustafsson 152 Whisper Lake Boulevard Madison, MS 39110

082E-15-016/00.00

Earl Lewis 198 Archie Cain Road Madison, MS 39110

082E-15-022/01.00

Richard T. McCraw Deborah A. McCraw 223 N Taylor Lane Madison, MS 39110

082B-10-011/03.00

MMC Materials Inc. P.O. Box 2569 Madison, MS 39130

082B-10-002/00.00

Robert Lee Bouldin & Carl Bouldin 297 Church Road Madison, MS 39110

082E-15-007/00.00

Singh Hardip Sood and Kawaljit Sood 109 Cove Lane Madison, MS 39110

082B-10-003/00.00

Robert James Watson 5615 Thornberry Place Meridian, MS 39305



BEFORE THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF REZONING OF CERTAIN LAND SITUATED IN:

EAST SIDE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 8 NORTH RANGE 2 EAST, MADISON COUNTY, MISSISSIPPI

MADISON COUNTY TAX PARCEL NO: 082E-15-021/00.00

PETITIONER:

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

NOTICE OF HEARING

This Notice of Hearing is given to you on behalf of the Madison County Economic Development Authority ("MCEDA"), which has filed a petition to re-zone and re-classify a +/-32.34 acre parcel of property currently owned by SRC INVESTMENTS, LLC situated on Sowell Road in Madison County, Mississippi and being Madison County Tax Parcel No.: 082E-15-021/00.00.

MCEDA is seeking to re-zone the property from its current zoning of Agricultural (A-1) to a Heavy Industrial District (I-2).

Please take notice that the Madison County Board of Supervisors will conduct a public hearing on the said Petition in the Board of Supervisors Hearing Room in the Madison County Administrative Office Building, located at 125 W North Street, Canton, Mississippi at 9:00 a.m. on February 3, 2025, or on a subsequent date to which the matter may be continued.

As the owner of property located within 160 feet of the Subject Property (excluding rights of way for streets and highways), you have the right and may appear at the hearing to offer any objection to or support of the Petition. However, you are not required to be present.

You are given Notice in accordance with Section 806.05 of the Madison County Zoning Ordinance, adopted December 2019.

This the 15th day of January, 2025.

Sincerely.

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

/s/ Joseph P. Deason

JOSEPH P. DEASON, EXECUTIVE DIRECTOR



January 15, 2025

VIA U.S. MAIL

City of Canton, Mississippi c/o Dr. William Truly, Jr., Mayor P.O. Box 1605 226 East Peace Street Canton, MS 39046

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Mayor Truly:

I write to notify the City of Canton that the Madison County Economic Development Authority ("MCEDA"), has filed a petition to re-zone and re-classify a +/-32.34 acre parcel of property currently owned by SRC INVESTMENTS, LLC situated on Sowell Road in Madison County, Mississippi and being Madison County Tax Parcel No.: 082E-15-021/00.00.

MCEDA is seeking to re-zone the property from its current zoning of Agricultural (A-1) to a Heavy Industrial District (I-2).

While the Subject Property is located within the jurisdictional limits of Madison County, Madison County Planning & Zoning requires notification of any such petition to any municipality within one (1) mile of the property. Please consider this correspondence as such notification.

This the 15th day of January, 2025.

Sincerely,

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

/s/ Joseph P. Deason

JOSEPH P. DEASON, EXECUTIVE DIRECTOR



January 15, 2025

VIA U.S. MAIL

City of Gluckstadt, Mississippi c/o Walter C. Morrison, IV, Mayor 343 Distribution Drive Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Mayor Morrison:

I write to notify the City of Canton that the Madison County Economic Development Authority ("MCEDA"), has filed a petition to re-zone and re-classify a +/-32.34 acre parcel of property currently owned by SRC INVESTMENTS, LLC situated on Sowell Road in Madison County, Mississippi and being Madison County Tax Parcel No.: 082E-15-021/00.00.

MCEDA is seeking to re-zone the property from its current zoning of Agricultural (A-1) to a Heavy Industrial District (I-2).

While the Subject Property is located within the jurisdictional limits of Madison County, Madison County Planning & Zoning requires notification of any such petition to any municipality within one (1) mile of the property. Please consider this correspondence as such notification.

This the 15th day of January, 2025.

Sincerely,

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

/e/	Losenh	p	Deason
/3/	Joseph	F.	Deason

JOSEPH P. DEASON, EXECUTIVE DIRECTOR



Robert Lee Bouldin & Carl Bouldin 297 Church Road Madison, MS 39110

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Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046

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Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046

MMC Materials Inc. P.O. Box 2569 Madison, MS 39130

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Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046

Singh Hardip Sood and Kawaljit Sood 109 Cove Lane Madison, MS 39110

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Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046



Robert James Watson 5615 Thornberry Place Meridian, MS 39305

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CERTIFIED MAIL

Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046



First Choice Development, LLC 947 Petrified Forest Road Flora, MS 39071 CERTIFIED MAII

Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046



Donald O. Gustafsson

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Lynda M. Gustafsson 152 Whisper Lake Boulevard Madison, MS 39110

CERTIFIED WAIL

Madison County Economic Development Authority 135 Mississippi Parkway Canton, MS 39046 Earl Lewis 198 Archie Cain Road Madison, MS 39110

FIRST-CLASS MAIL FIRST-

223 N Taylor Lane Madison, MS 39110 Deborah A. McCraw Richard T. McCraw

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Madison County Economic

135 Mississippi Parkway Canton, MS 39046 Development Authority



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Madison County Economic

Development Authority 135 Mississippi Parkway Canton, MS 39046



City of Gluckstadt, Mississippi c/o Walter C. Morrison, IV, Mayor 343 Distribution Drive Madison, MS 39110

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Madison County Economic

135 Mississippi Parkway Canton, MS 39046 Development Authority



City of Canton, Mississippi c/o Dr. William Truly, Jr., Mayor P.O. Box 1605 226 East Peace Street Canton, MS 39046