

AMENDED APPLICATION FOR REZONING

Name and Address of Applicant:
Madison County Economic Development Authority
135 Mississippi Parkway
Canton, MS 39046

Street Address of Property (if different address):
Calhoun Station Parkway/Nissan Parkway
Highway 22

APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
October 1, 2025; amended and supplemented on November 14, 2025	A-1	See Exhibit A Digital Format will be submitted	082B-04-008/01.00; That portion of 082B- 04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00 That portion of 092H- 33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00	N/A	See Exhibit B

Other Comments: As per Article VIII, Section 804 of the Madison County Zoning Ordinance.

MCEDA has a contract on the above-referenced property (see attached **Exhibit C**). This contract is contingent on Madison County approving MCEDA's request to Re-Zone the subject property from its current designation (A-1) Agricultural District to (I-2) Heavy Industrial District.

Comments:

Respectfully Submitted

Joseph P. Deason, Executive Director

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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

APPLICATION FOR VARIANCE

40 foot Maximum Building Height-(I-2) Heavy Industrial District
Article XXV, Section 2503.01

Name and Address of Applicant:
Madison County Economic Development Authority
135 Mississippi Parkway
Canton, MS 39046

Street Address of Property (if different address):
Calhoun Station Parkway/Nissan Parkway
Highway 22

APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
October 1, 2025; amended and supplemented on November 14, 2025	A-1	See Exhibit A Digital Format will be submitted	082B-04-008/01.00; That portion of 082B- 04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00 That portion of 092H- 33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00	N/A	See Exhibit B

Other Comments: As per Article VIII, Section 804 of the Madison County Zoning Ordinance.

MCEDA has a contract on the above-referenced property (see attached **Exhibit C**) and has submitted its Petition to Rezone and Reclassify the property from (A-1) Agricultural District to (I-2) Heavy Industrial District. Under the current version of the Ordinance, the maximum building height in an (I-2) Heavy Industrial District is 40 feet. MCEDA has previously obtained a variance to maximum building height on its Madison County Megasite for maximum building height to be determined by site plan. Special conditions and circumstances exist which are peculiar to proposed structures and buildings on the subject property which are not compatible to other structures and buildings in the I-2 District. Literal interpretation of the maximum building height would deprive MCEDA of rights commonly enjoyed by other properties in the I-2 District, such as the Madison County Megasite. Such variance will not confer on MCEDA any special privilege that is denied other structures or buildings in the I-2 District.

Comments:

Respectfully Submitted

Joseph P. Deason, Executive Director

.....

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

BEFORE THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

IN THE MATTER OF REZONING CERTAIN LAND SITUATED IN:

SECTION 33, TOWNSHIP 9 NORTH, RANGE 2 EAST MADISON COUNTY, MISSISSIPPI

AND

SECTION 4, TOWNSHIP 8 NORTH RANGE 2 EAST MADISON COUNTY, MISSISSIPPI

MADISON COUNTY TAX PARCEL NOS:

082B-04-008/01.00; That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00; That portion of parcel no.: 092H-33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00

PETITIONER: MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

**PETITION TO REZONE AND RECLASSIFY
REAL PROPERTY AND FOR VARIANCE**

COMES NOW, Madison County Economic Development Authority (“MCEDA” or “Petitioner”), by written permission of Jubilee Co., Inc. (“Jubilee”), current owner of the hereinafter described property, and files this Petition with the Board of Supervisors of Madison County, Mississippi to rezone and reclassify certain tracts or parcels of land situated in Section 33, Township 9 North, Range 2 East, and Section 4, Township 8 North, Range 2 East, Madison County, Mississippi, being Madison County Tax Parcel Nos. **082B-04-008/01.00; That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00; That portion of parcel no.: 092H-33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00** , from their present Zoning District Classification of Agricultural District (A-1) to Heavy Industrial District (I-2), and for a variance to Maximum Building Height set forth in Article XXV, Section 2503.01 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 Jubilee

Exhibit “D” – Current Deeds vesting title in Jubilee

Exhibit “E” – Map depicting Future Land Use for the Subject Property

Exhibit “E-1” – Vegetative Buffer

Exhibit “E-2”—Restrictive Covenants

Exhibit “F” – List of landowners within 160 feet of the Subject Property

Exhibit “G” – Notice of Hearing

Exhibit “H” – Notification letters to the cities of Canton and Gluckstadt

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 both sides of Calhoun Station Parkway, a major north-south thoroughfare, with Highway 22 just to the north, Nissan Parkway just to the north and east, and I-55 just 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 directly across Highway 22 to the north, 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 less than

a mile to the east of the Subject Property.

(3) MMC Materials, Inc. is zoned (I-2) Heavy Industrial District and is less than a mile to the south and east of the Subject Property.

(4) In February 2025, Petitioner re-zoned two parcels (082E-15-021/00.00 and 082B-10-003/00.00) totaling +/-90 acres to (I-2) Heavy Industrial District which are approximately one and a half miles to the south of the Subject Property.

(5) The minutes of the Board of Supervisors reflect numerous other properties in the area that have recently been re-zoned to (I-2) Heavy Industrial District (Joe B. Hardy and Minnie Evans Hardy Revocable Trust-August 5, 2024; Rita Graham-August 5, 2024; LLB Farms, LLC-October 7, 2024; Mary Jane and Walter Boutwell-June 2, 2025; Boutwell LTD Family Partnership, LP-June 2, 2025).

5. 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 follows:

082B-04-008/01.00-Moderate Density Residential

082B-04-008/02.00-Residential Estate

092H-33-003/01.00-General/Indoor Commercial

092H-33-003/02.00-General/Indoor Commercial

092H-33D-001/00.00- Moderate Density Residential

See maps attached hereto as **Exhibit “E.”** As such, Petitioner’s request is not in compliance with the Land Use and Transportation Plan of Madison County, Mississippi, but is the highest and best use of the Subject Property.

9. As a means alleviate any concerns regarding noise or other aesthetic issues from adjacent property owners, Petitioner will provide a 225’ vegetative buffer along the southern boundary of that portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and north of Hill Road; along the southern boundary of parcel no. 092H-33-003/01.00; and the eastern boundary of parcel no. 092H-33D-001/00.00 as depicted on the map attached hereto as **Exhibit “E-1”** and will place restrictive covenants on the subject property as shown on **Exhibit “E-2”**.

10. Petitioner is seeking a variance to Maximum Building Height on the property, as set forth in Article XXV, Section 2503.01 to allow for any such building height on the property to be determined by site

plan.

11. 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 hereto as **Exhibit “F”**.

11. A *Notice of Hearing* sent to the surrounding landowners is attached hereto as **Exhibit “G.”**

12. Notification letters to the City of Canton and the City of Gluckstadt are attached hereto as **Exhibit “H.”**

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), and grant a variance to Maximum Building Height set forth in Article XXV, Section 2503.01 would show as follows: .

RESPECTFULLY SUBMITTED, this the 14th day of November, 2025.

Madison County Economic
Development Authority

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

LEGAL DESCRIPTION FOR JUBILEE PROPERTIES

MADISON COUNTY TAX PARCEL NOS:

082B-04-008/01.00

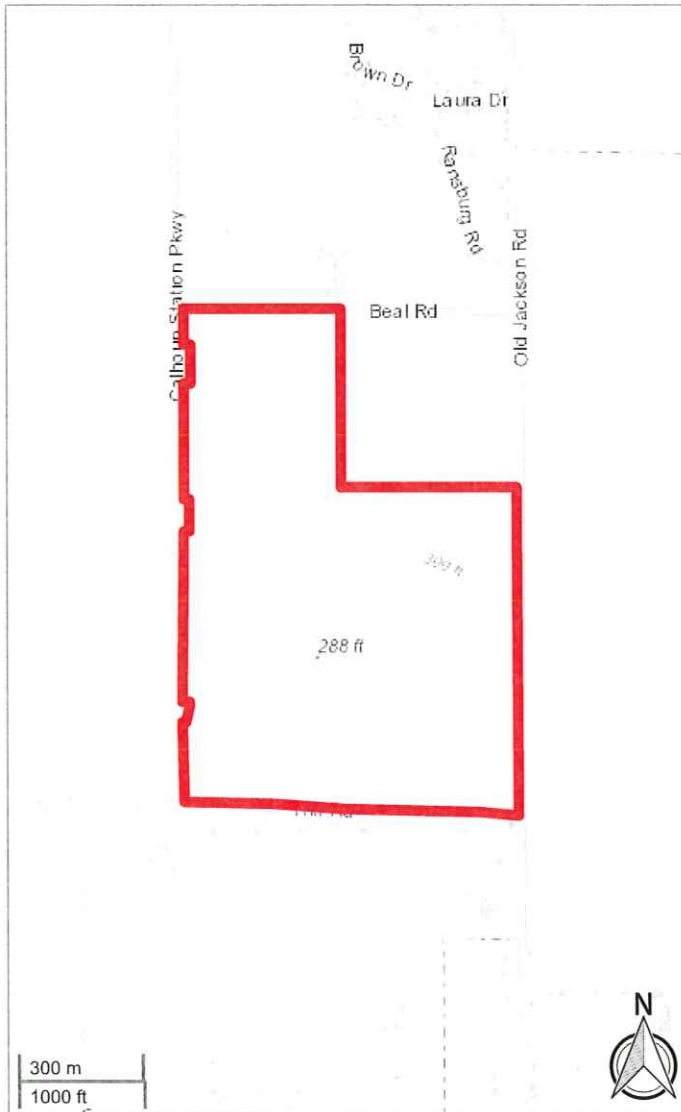
That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road

092H-33-003/01.00

That portion of parcel no.: 092H-33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22

092H-33D-001/00.00





Madison County, MS

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Madison County Tax Assessor/Collector
171 Cobblestone Dr
Madison, MS 39110
(601) 856-1796

Date Printed: 9/8/2025

PPIN:	22262
PARCEL_ID:	082B-04 -008/01.00
OWNERNAME:	JUBILEE CO INC
ADDRESS1:	PO BOX 23100
ADDRESS2:	
CITY:	JACKSON
STATE:	MS
ZIP:	392253100
SECTION:	04
TOWNSHIP:	08N
RANGE:	02E
LEGAL1:	184.2AC IN E1/2 OF SEC
LEGAL2:	
LEGAL3:	
TAX_DIST:	4 C
CULT_AC1:	0
CULT_AC2:	6.75
UNCULT_AC1:	0
UNCULT_AC2:	177.45
TOTAL_AC:	184.2
CULT_VAL1:	0
CULT_VAL2:	1410
UNCUL_VAL1:	0
UNCUL_VAL2:	35800
LAND_VAL:	37210
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	37210
EXEMPT_COD:	00
HOMESTEAD:	
DEED_BOOK:	2555
DEED_PAGE:	
DEED_DATE:	7/6/2010
SITUS_ADDR:	0





Madison County, MS

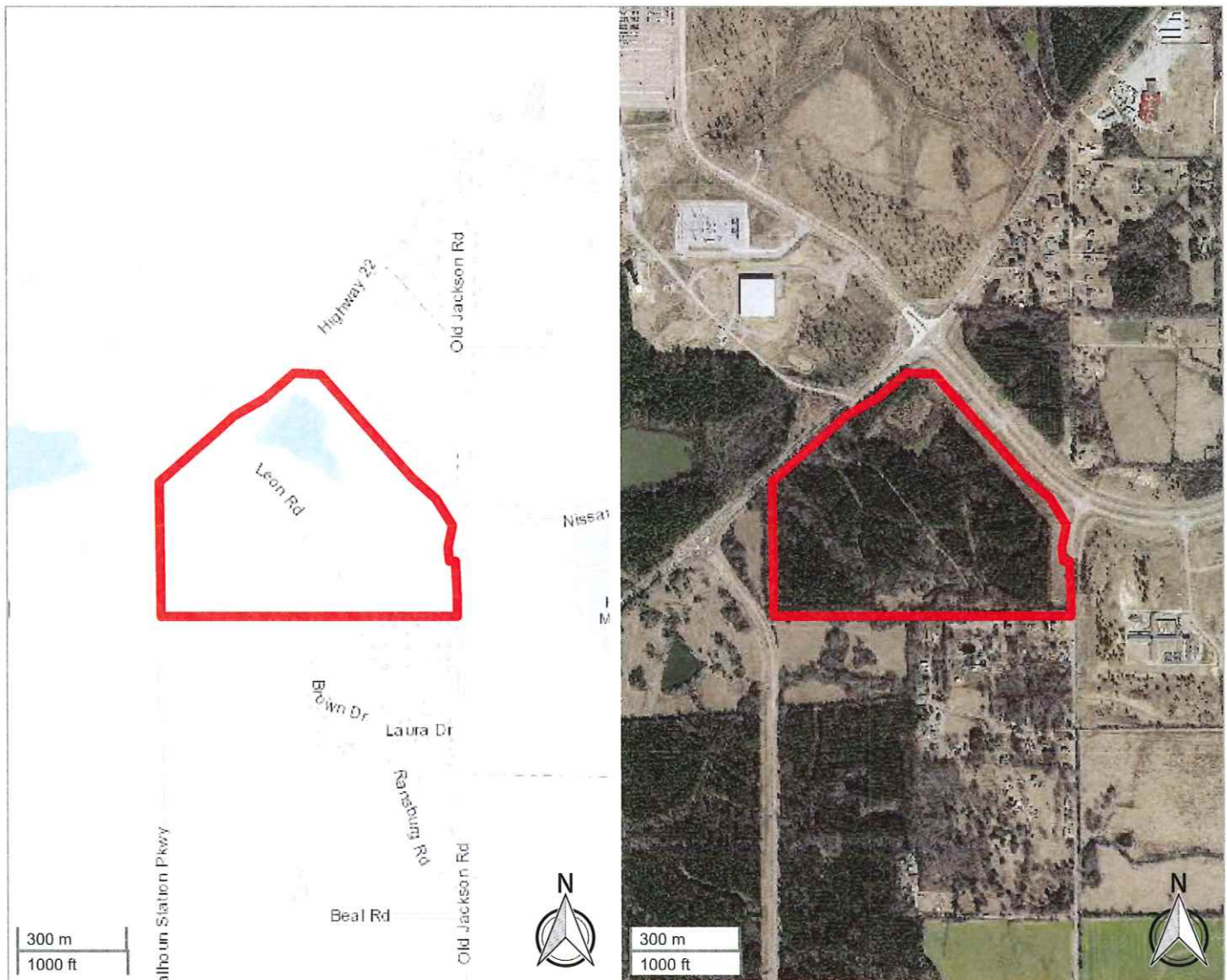
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Madison County Tax Assessor/Collector
171 Cobblestone Dr
Madison, MS 39110
(601) 856-1796

Date Printed: 9/8/2025

PPIN:	22263
PARCEL_ID:	082B-04-008/02.00
OWNERNAME:	JUBILEE CO INC
ADDRESS1:	PO BOX 23100
ADDRESS2:	
CITY:	JACKSON
STATE:	MS
ZIP:	392253100
SECTION:	04
TOWNSHIP:	08N
RANGE:	02E
LEGAL1:	176.8 AC IN W1/2 OF SEC
LEGAL2:	
LEGAL3:	
TAX_DIST:	4 C
CULT_AC1:	0
CULT_AC2:	2.86
UNCULT_AC1:	0
UNCULT_AC2:	173.94
TOTAL_AC:	176.8
CULT_VAL1:	0
CULT_VAL2:	390
UNCUL_VAL1:	0
UNCUL_VAL2:	36130
LAND_VAL:	36520
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	36520
EXEMPT_COD:	00
HOMESTEAD:	
DEED_BOOK:	2555
DEED_PAGE:	
DEED_DATE:	7/6/2010
SITUS_ADDR:	0



Madison County, MS

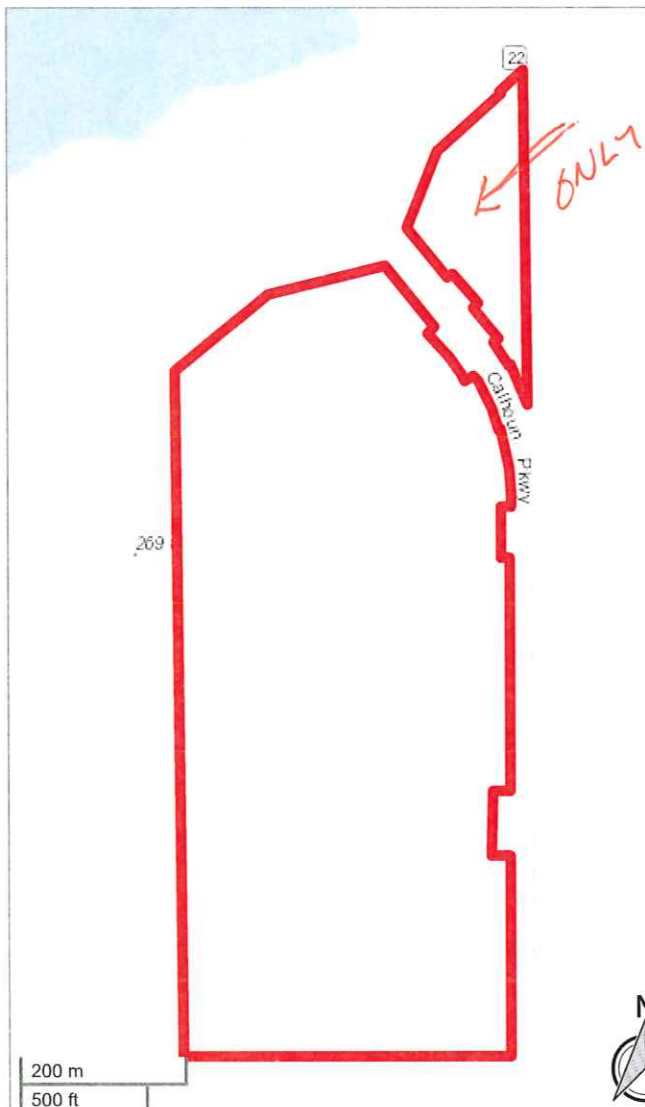
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Madison County Tax Assessor/Collector
171 Cobblestone Dr
Madison, MS 39110
(601) 856-1796

Date Printed: 9/8/2025

PPIN:	27989
PARCEL_ID:	092H-33 -003/01.00
OWNERNAME:	JUBILEE CO INC
ADDRESS1:	PO BOX 23100
ADDRESS2:	
CITY:	JACKSON
STATE:	MS
ZIP:	392253100
SECTION:	33
TOWNSHIP:	09N
RANGE:	02E
LEGAL1:	103.1AC IN NE1/4 S & E OF LIV RD
LEGAL2:	
LEGAL3:	
TAX_DIST:	4 C
CULT_AC1:	0
CULT_AC2:	4.2
UNCULT_AC1:	0
UNCULT_AC2:	98.9
TOTAL_AC:	103.1
CULT_VAL1:	0
CULT_VAL2:	720
UNCUL_VAL1:	0
UNCUL_VAL2:	19490
LAND_VAL:	20210
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	20210
EXEMPT_COD:	00
HOMESTEAD:	
DEED_BOOK:	515
DEED_PAGE:	
DEED_DATE:	7/22/2002
SITUS_ADDR:	0



Madison County, MS

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Madison County Tax Assessor/Collector
171 Cobblestone Dr
Madison, MS 39110
(601) 856-1796

Date Printed: 9/8/2025

PPIN:	27990
PARCEL_ID:	092H-33-003/02.00
OWNERNAME:	JUBILEE CO INC
ADDRESS1:	PO BOX 23100
ADDRESS2:	
CITY:	JACKSON
STATE:	MS
ZIP:	392253100
SECTION:	33
TOWNSHIP:	09N
RANGE:	02E
LEGAL1:	89A IN E1/2 OF SW1/4 & NW1/4 LYIN G
LEGAL2:	S/S HWY #22
LEGAL3:	
TAX_DIST:	4 C
CULT_AC1:	0
CULT_AC2:	31.91
UNCULT_AC1:	0
UNCULT_AC2:	57.09
TOTAL_AC:	89
CULT_VAL1:	0
CULT_VAL2:	5310
UNCUL_VAL1:	0
UNCUL_VAL2:	11600
LAND_VAL:	16910
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	16910
EXEMPT_COD:	00
HOMESTEAD:	
DEED_BOOK:	2555
DEED_PAGE:	
DEED_DATE:	7/6/2010
SITUS_ADDR:	0



Madison County, MS

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Madison County Tax Assessor/Collector
171 Cobblestone Dr
Madison, MS 39110
(601) 856-1796

Date Printed: 9/8/2025

PPIN:	27991
PARCEL_ID:	092H-33D-001/00.00
OWNERNAME:	JUBILEE CO INC
ADDRESS1:	PO BOX 23100
ADDRESS2:	
CITY:	JACKSON
STATE:	MS
ZIP:	392253100
SECTION:	33
TOWNSHIP:	09N
RANGE:	02E
LEGAL1:	71.3 AC IN W1/2 SE1/4
LEGAL2:	
LEGAL3:	
TAX_DIST:	4 C
CULT_AC1:	0
CULT_AC2:	14.69
UNCULT_AC1:	0
UNCULT_AC2:	56.61
TOTAL_AC:	71.3
CULT_VAL1:	0
CULT_VAL2:	2680
UNCUL_VAL1:	0
UNCUL_VAL2:	11360
LAND_VAL:	14040
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	14040
EXEMPT_COD:	00
HOMESTEAD:	
DEED_BOOK:	2555
DEED_PAGE:	
DEED_DATE:	7/6/2010
SITUS_ADDR:	0

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this 16th day of September 2025 (the "Effective Date"), by and between Jubilee Company, Inc., a Mississippi Corporation ("Seller"), and the Madison County Economic Development Authority, a public body created pursuant to Chapter 947, Local and Private laws of 1979 of the State of Mississippi, as amended. ("Buyer").

WITNESSETH

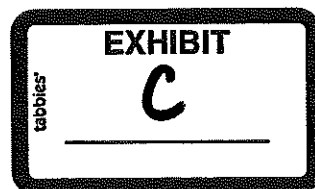
1. Agreement to Sell and Purchase. Subject to the terms and conditions in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following property:

That certain tract or parcel of land, consisting of approximately 359 acres, more or less, together with all the fixtures, improvements, rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, located in Madison County, Mississippi more particularly described on **Exhibit A** attached hereto and made a part hereof by reference (the "Property"). The Buyer and Seller shall agree as to the final configuration of the Property after which agreement a final survey description will be substituted as Exhibit A and attached hereto.

2. Purchase Price; Method of Payment. The purchase price (the "Purchase Price") for the Property shall be _____) per surveyed acre. The Purchase Price, subject to the prorations and adjustments hereinafter described, shall be paid by Buyer to Seller on the Closing Date by check or by wire delivery of funds to an account designated in writing by Seller.

3. Deposit. Buyer shall deposit into escrow the sum of _____) with First Guaranty Title, Inc., located at 509 Cobblestone Court, Suite B, Madison, MS 39110 (the "Title Company") within five (5) days of the Purchase and Sale Agreement being fully executed. Such earnest money deposit shall be non-refundable after the expiration of the Inspection Period but shall apply to the purchase price at closing.

4. Closing. The closing (the "Closing") shall be held at the offices of the Title Company or such other place as may be agreed upon by the Parties not later than thirty days (30) after the end of the Inspection Period or upon such other day as may be agreed upon by the Parties (the "Closing Date"). In the event that the Parties are unable to attend the Closing in person, it is hereby agreed that the Parties may execute the closing documents and deliver them to the Title Company no later than two (2) business days preceding the Closing Date by overnight courier or hand delivery to be held in escrow until the closing documents are executed by Buyer and Seller and Seller receives confirmation that the funds have been received by the Title Company and may be disbursed to Seller. The Title Company shall record the instrument conveying the Property and distribute the funds to Seller. Buyer and Seller shall execute an escrow agreement with terms governing an escrow closing.



5. Inspection Period and Due Diligence.

5.1 Inspection Period. Buyer shall have until May 20, 2026, at 5:00PM Central Time (the "Inspection Period") within which to conduct the inspections, any due diligence and satisfy the conditions described below in Sections 5.3 and 5.4.

5.2 Access. Buyer and Buyer's representatives shall have the right during the Inspection Period to enter onto the Property at their own cost and risk for any reasonable purpose, including without limitation to make the surveys, assessments, inspections and tests (collectively, the "Inspections") that Buyer considers reasonably necessary to satisfy the conditions in Sections 5.3 and 5.4. Seller shall provide Buyer and Buyer's representatives with reasonable access to the Property, and Seller agrees to cooperate reasonably with Buyer in connection with the Inspections. Seller hereby grants unto Buyer the right to conduct the inspection and due diligence set forth herein on the additional property owned by Seller which is part of and/or adjoining the Property consisting of approximately 266 acres, more or less, (the "ROFR Tract"). The terms of the Right of First Refusal are set forth in paragraph 28 herein below concerning the ROFR Tract. Buyer shall be responsible for repairing any damage caused by Buyer or its agents, and shall, to the extent permitted by law, defend, indemnify, and hold Seller harmless from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses arising out of or related to the acts or omissions of Buyer or Buyer's agents.

Buyer's obligation in this Section 5.2 shall survive the termination of this Agreement. In addition, Buyer shall have the right to contact any governmental authority to investigate any matters relating to the Property.

5.3 Condition of the Property. During the Inspection Period, Buyer, at Buyer's sole cost and expense, may inspect the physical condition of the Property to determine if it is suitable for Buyer's intended use. The tests may include boundary and other surveys, soil tests and borings and other engineering studies, environmental tests and assessments, determination of the location and adequacy of utilities, and such other tests and inspections that Buyer determines may be required. Seller either has delivered to Buyer before the Effective Date or agrees to deliver to Buyer no later than ten (10) days after the Effective Date all documents and information in its possession or control pertaining to the condition of the Property, including without limitation all surveys, utility information, environmental reports and engineering reports if readily available. Seller knows of no such reports. If Buyer determines that the Property is not satisfactory to Buyer for Buyer's intended use, as determined by Buyer in Buyer's sole and absolute discretion, Buyer may terminate this Agreement by notice to Seller at any time before the end of the Inspection Period. If Buyer terminates this Agreement in accordance with this Section 5.3, neither party shall have any further rights or obligations under this Agreement.

During the initial thirty (30) days of the Inspection Period, Buyer and Seller shall discuss Buyer's intended use of the Property and whether said use will adversely impact the ROFR Tract necessitating the placing of reasonable restrictions on the Property.

5.4 Governmental Approvals. Buyer shall keep Seller informed of Buyer's intended use or actual zoning reclassification plans prior to any such filings or actual change in classifications as it is the agreement of Buyer and Seller that if Buyer is successful in its rezoning requests, Buyer is committed to complete the purchase contemplated herein. During the Inspection Period, Buyer shall diligently and in good faith attempt to obtain all necessary governmental approvals for the construction and operation of its intended use, including without limitation all building permits, subdivisions and zoning changes, variances and waivers. Seller shall cooperate with Buyer, at Buyer's sole cost and expense, on all matters reasonably requested by Buyer in connection with Buyer's efforts to obtain the necessary governmental approvals, including without limitation permitting Buyer to make application for the governmental approvals in the name of Seller. Seller shall execute and deliver any documents and instruments reasonably required by Buyer in connection with its applications for governmental approvals. If Buyer is unable to obtain all governmental approvals required by Buyer, as determined by Buyer in Buyer's sole and absolute discretion, Buyer may terminate this Agreement by providing notice to Seller at any time before the end of the Inspection Period. Governmental approvals as used herein specifically includes rezoning of the subject property to I-2 and obtaining an agreement from the City of Canton, Mississippi regarding the approval of a proposed property/ad valorem tax agreement in relation to any future use of the property by the Buyer or its assigns. If Buyer terminates this Agreement in accordance with this Section 5.4, neither party shall have any further rights or obligations under this Agreement. No zoning requests will be filed without the consent of Seller.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

(a) All city, state and parish ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property for the year 2025 or the year of Closing;

b) Any other items which are customarily prorated in connection with the purchase and sale of property.

7. Title.

(a) Seller covenants to convey to Buyer at Closing a good and marketable fee simple title in and to the Property. For the purposes of this Agreement, "good and marketable fee simple title" shall mean title which is: (i) free of all defects, claims, liens and encumbrances of any kind or nature whatsoever, other than Permitted Exceptions, hereinafter defined; and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at then current standard rates under the then current standard form of ALTA owner's policy of title insurance, with the standard printed exceptions for mechanics liens and the survey exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term "**Permitted Exceptions**" shall mean: (i) current city, state and parish ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving the Property; and (iii) such other matters, if any, as may be specified by Buyer and Seller; (iv) matters of zoning.

(b) Buyer shall have until ninety (90) days after the Effective Date in which to examine title to the Property and in which to give Seller written notice of objections with copies of all instruments and materials upon which objections are based and which render Seller's title to the Property less than good and marketable fee simple. Seller shall have until ten (10) days before the Closing Date in which to satisfy all valid objections specified in any notice by Buyer of title objections. If Seller fails so to satisfy any such valid objections, then, at the option of Buyer, Buyer may: (i) terminate this Agreement and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and consummate the purchase and sale of the Property.

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by Seller:

(i) a Warranty Deed in recordable form conveying and demising the Property as described in **Exhibit A**, subject to the Permitted Exceptions;

(ii) a seller's affidavit and gap indemnity agreement in a form acceptable to Buyer's title company with respect to the Property;

(iii) a certificate and affidavit of non-foreign status;

(iv) form 1099-S; and

(v) any other documents as reasonably may be requested to effect the intent of this Agreement.

(b) Seller shall deliver to Buyer the following, if the same have not been theretofore delivered by Seller to Buyer:

Evidence in form and substance reasonably satisfactory to Buyer that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(c) Buyer shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

(d) Seller shall be responsible for filing Form 1099-S if such filing is required by applicable law.

9. Costs of Closing. Buyer shall pay all closing costs relating to the transfer of the Property including, but not limited to, all recording costs, the cost of any survey obtained pursuant to Section 5.3 hereof, the premium for any policy of title insurance issued in favor of Buyer

insuring Buyer's interest in the Property, and Buyer's attorneys' fees. Seller shall pay its own attorneys' fees.

10. Warranties, Representations and Additional Covenants of Seller. Seller represents, warrants and covenants to and with Buyer, knowing that Buyer is relying on each such representation, warranty and covenant, that:

(a) Seller has the power of authority to enter into this Agreement to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

(b) All requisite corporate action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken, and the covenants and agreements of Seller under this Agreement are the valid and binding obligations of Seller, enforceable in accordance with their terms.

(c) Seller has good and marketable title in all of the Property;

(d) (i) To the best of Seller's knowledge, the Property is free from all petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" or words of similar import under any Environmental Laws (as hereinafter defined) (collectively, "**Hazardous Substances**"), and is not and has never been in violation of any law, statute, ordinance, requirement, restriction, rule, regulation, consent decree or administrative order of any federal, state or local governmental agency relating to the use, generation, manufacture, installation, release, discharge, storage or disposal of Hazardous Substances, or relating to public health and safety and the protection of the environment (collectively, "**Environmental Laws**").

(ii) Buyer understands that the Property has been used for agricultural purposes but to the best of Seller's knowledge there are no buried or partially buried storage tanks located on the Property.

(iii) To the best of Seller's knowledge, Seller has received no notice, warning or complaint, relating to Hazardous Substances, on, in or near the Property, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on, in or near the Property, and Seller has no knowledge of any fact or circumstance that could reasonably form the basis of any such investigation or inquiry.

(iv) To the best of Seller's knowledge, the Property has not been used as a dump or landfill.

(e) To the best of Seller's knowledge, no condition on the Property violates any health, safety, fire, environmental, sewage, building or other federal, state or local law, code, ordinance or regulation. There is no pending or threatened litigation, administrative proceeding or other legal or governmental action with respect to the Property, or that may impair Seller's ability to sell the Property.

11. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a public body of Madison county and the State of Mississippi and has the statutory power and authority to enter into this Agreement and to purchase the Property from Seller.

(b) All requisite corporate action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been taken and the covenants, and the agreements of Seller under this Agreement are the valid and binding obligations of Seller, enforceable in accordance with their terms.

12. Seller's Pre-Closing Obligations. From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall comply with the following obligations:

(a) Seller, at its expense, subject to normal agricultural and timber operations, shall maintain the Property in the same condition in which it exists on the Effective Date.

(b) Seller shall not enter into any leases, licenses, permits, concessions, service, management, maintenance, supply or other contracts or agreements affecting the Property, other than in the ordinary course of business and which may be terminated at closing as to the Property.

(c) Seller shall not demolish or alter any of the improvements or construct any new buildings or other improvements on the Property. Buyer understands that Calhoun Station Parkway is under construction.

13. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived by Buyer, in whole or in part, on or as of the Closing Date:

(a) Seller shall have fully and completely kept, observed, performed, satisfied and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on or as of the Closing Date; and

(b) Buyer shall not have terminated this Agreement pursuant to an express right so to terminate set forth in this Agreement.

14. Possession at Closing. Seller shall surrender possession of the Property to Buyer on the Closing Date.

15. (a) Default by Seller. If the Seller fails to comply with its material obligations under this Agreement, Buyer shall have the right at its option either (a) to demand specific performance, or (b) to terminate this Agreement, in which event neither party shall have any further

rights or obligations hereunder (except for the ones that expressly survive termination of this Agreement). If Buyer elects to terminate this Agreement due to the fault of Seller, Seller shall reimburse Buyer for Buyer's actual out-of-pocket costs and expenses incurred in connection with (i) the negotiation of this Agreement, (ii) the Inspections and satisfaction of the conditions in Articles 5 and 7 and (iii) the preparation for the Closing, including, without limitation, attorneys' fees, surveyor's charges, expenses of environmental investigations and title and abstract charges.

(b) Default by Buyer. If the Buyer fails to comply with its material obligations under this Agreement, Seller shall have the right at its option either (a) to demand specific performance, or (b) to terminate this Agreement, and in all events retain the earnest money, in which event neither party shall have any further rights or obligations hereunder (except for the ones that expressly survive termination of this Agreement). In addition Buyer shall pay to Seller all costs and expenses incurred by Seller in complying with the terms of this Agreement.

16. Risk of Loss and Insurance. Between the date of this Agreement and Closing, the risks and obligations of ownership and loss of the improvements on the Property and the correlative rights against insurance carriers and third parties shall belong to Seller.

17. Condemnation. In the event of the taking of all or any material part of the Property by eminent domain proceedings, or the commencement of any such proceedings, prior to Closing, Buyer, by giving written notice to Seller within thirty (30) days of Buyer's receipt of written notice from Seller of such taking or notice of intent of such taking, shall have the option to (a) terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder or (b) proceed with the Closing, in which event the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. If Buyer does not provide any notice to Seller and Seller has provided the requisite notice to Buyer, Buyer shall be presumed to have chosen to terminate this Agreement. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

18. Recordation. Seller and Buyer agree that Buyer may, at its cost and expense, record in the land records of the County a memorandum of this Agreement sufficient for recording, which memorandum shall contain such disclosures that are mutually agreed upon by the parties hereto, but which do not include any disclosure of the portion of the purchase price. Said notice shall terminate by its own terms three hundred (300) days after the date of the document. Further, said notice shall not disclose the terms of this Agreement.

19. Assignment. This Agreement may be assigned by Buyer, in whole or in part, but any such assignment shall not relieve Buyer of liability for the performance of Buyer's duties and obligations under this Agreement. For purposes of this Agreement, the term "Buyer" shall include any assignee of the interest of Buyer under this Agreement. Buyer shall give Seller notice prior to any such assignment.

20. Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and assigns.

21. Further Assurances. At Closing, and from time to time thereafter, Buyer and Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Seller, Seller's counsel, Buyer, Buyer's counsel or Buyer's title insurer may reasonably require fully to vest in and assure to Buyer full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement.

22. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

23. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Mississippi.

24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

25. Time. Time is and shall be of the essence of this Agreement.

26. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

27. Notices.

(a) All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Buyer: Madison County Economic Development Authority
135 Nissan Parkway
Canton, MS 39042
Attn: Joseph Deason, Executive Director
Email: jdeason@madisoncountyped.com

with copy to: Jernigan Copeland PLLC
970 Ebenezer Blvd.
Madison, MS 39110

Attn: Arthur F. Jernigan, Jr.
Email: ajernigan@jcalawfirm.com

Seller: Jubilee Company, Inc.
4012 Colville Road
Durham, NC 27707
Attn: John Samuel Wiener, President

with copy to: William C Smith III PLLC
509 Cobblestone Court, Suite B
Madison, MS 39110
Attn: William C. Smith III
Email: william@williamcsmithiii.com

(b) Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

(c) Any changes in the names or addresses set out in subsection (a) above shall be through notice in conformity with the requirements of this section.

28. Option and Right of First Refusal. In consideration of Buyer closing on the Property as set forth herein, Seller does hereby grant unto Buyer the exclusive right to purchase ("Option") the ROFR Tract, as shown on **Exhibit B** attached hereto and made a part hereof by reference. The purchase price shall be _____ per acre. This Option shall begin on the day of the execution of this Agreement and end on August 31, 2026. In the event that Buyer elects to exercise its -Option to purchase the conveyance shall be by Warranty Deed, free and clear of all indebtedness. The Option shall be exercised only in writing and delivered to Seller's address shown herein no later than August 31, 2026, by overnight courier or hand delivery. The closing shall occur within sixty (60) days of the day said Option is exercised. Seller and Buyer agree that no Inspections are necessary, Buyer having conducted all Inspections simultaneously with Buyer's Inspections of the Property. All taxes and assessments shall be prorated through the date of closing. In order to be clear and avoid confusion, Buyer and Seller agree that despite the expiration dates of the Option and ROFR, said Option and ROFR may not be exercised until Buyer as purchased the Property.

In addition and for the same consideration set forth herein, Seller does hereby grant Buyer a right of first refusal ("ROFR") to purchase the ROFR Tract. Said ROFR shall commence on September 1, 2026, and end on August 31, 2028.

If the ROFR is exercised and closed in year 1 (September 1, 2026, through August 31, 2027) the purchase price shall be _____ per acre.

If the ROFR is exercised and closed in year 2 (September 1, 2027, through August 31, 2028) the purchase price shall be _____ per acre.

The foregoing right of first refusal shall be on the following terms and conditions:

1. Seller shall, prior to granting or transferring all or any part of the Property, or any license, lease or other real property interest therein, notify Buyer of the price and terms offered by or to a third party with a copy of the offer by or to the third party.

2. Buyer shall have the right of first refusal to acquire the Property, or the license, lease or real property interest being transferred by Seller on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed).

3. Buyer shall give Seller notice in writing of its intention to acquire the same within ten (10) days of receipt of Seller's notice. If Buyer gives no such notice in writing of its intention to acquire the Property or aforesaid interests, Seller may transfer the Property or such interests to the third party on the stated terms and price, and Buyer's rights hereunder shall terminate without further action of any party hereto.

4. Buyer and Seller agree that no Inspections are necessary as Buyer has conducted all necessary Inspections of the ROFR Tract simultaneously with Buyer's Inspections of the Property. The closing shall be completed within thirty (30) days of Buyer's exercising its ROFR. If the closing does not occur within said thirty (30) days, Buyer's ROFR shall terminate immediately without further action of any party hereto.

5. Seller and Buyer agree that Seller may enter into back up contracts as long as they contain language stating that the back up contracts are subordinate to this Purchase and Sale Agreement.

6. Neither the Option nor the Right of First Refusal as to the ROFR tract are binding on Seller and are not irrevocably granted by Seller to Buyer until such time as the Buyer has purchased the Property.

29. The terms of this Agreement shall not be disclosed by any party for any reason before or after the Closing contemplated herein.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed under seal, all as of the day and year first written above.

Buyer:

**Madison County Economic Development
Authority**

By: 

Name: Joseph Deason

Title: Executive Director

Seller:

Jubilee Company, Inc,
a Mississippi Corporation

Signature: *John S. Wiener*

By **Email:** jswiener18@gmail.com

Name: John Samuel Wiener

Title: President

EXHIBIT A

The Property

359 acres, more or less

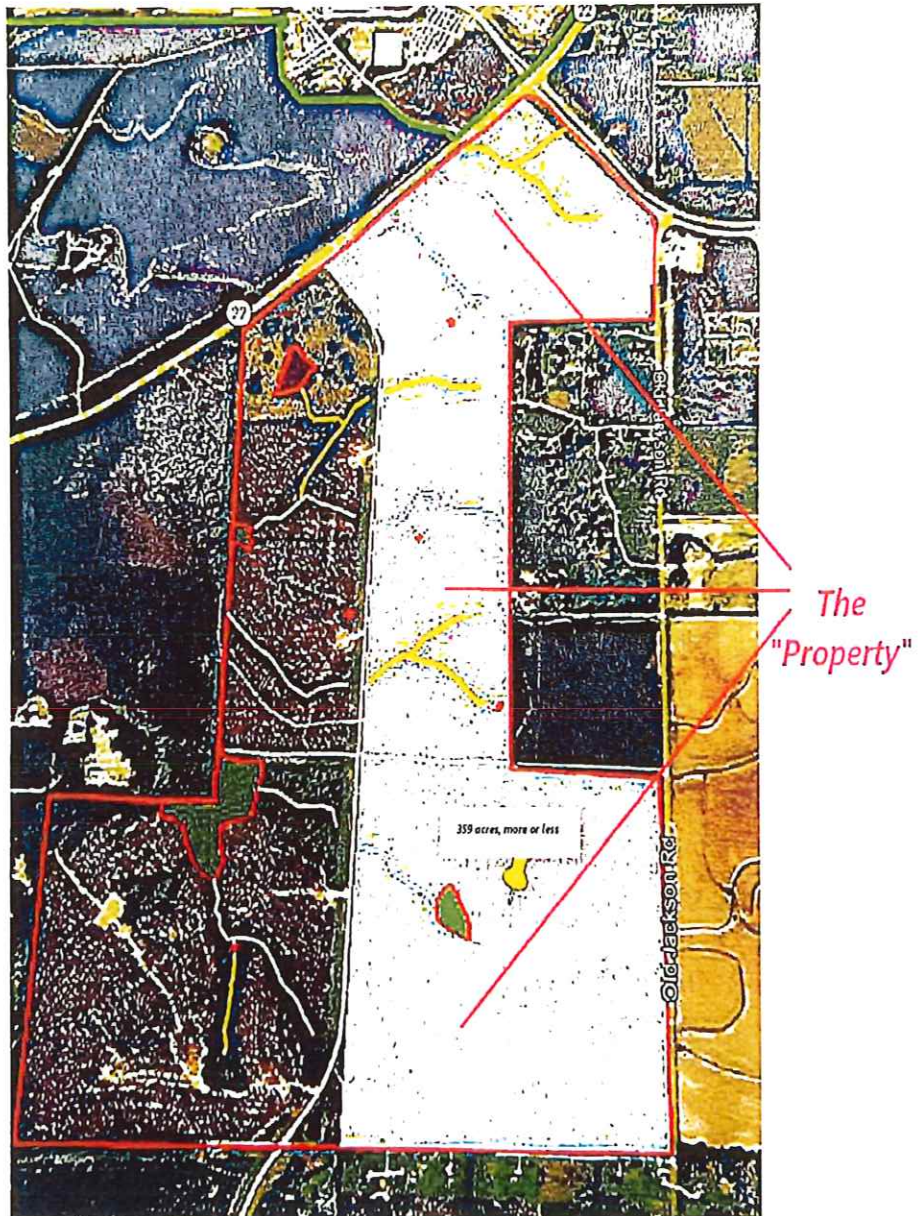
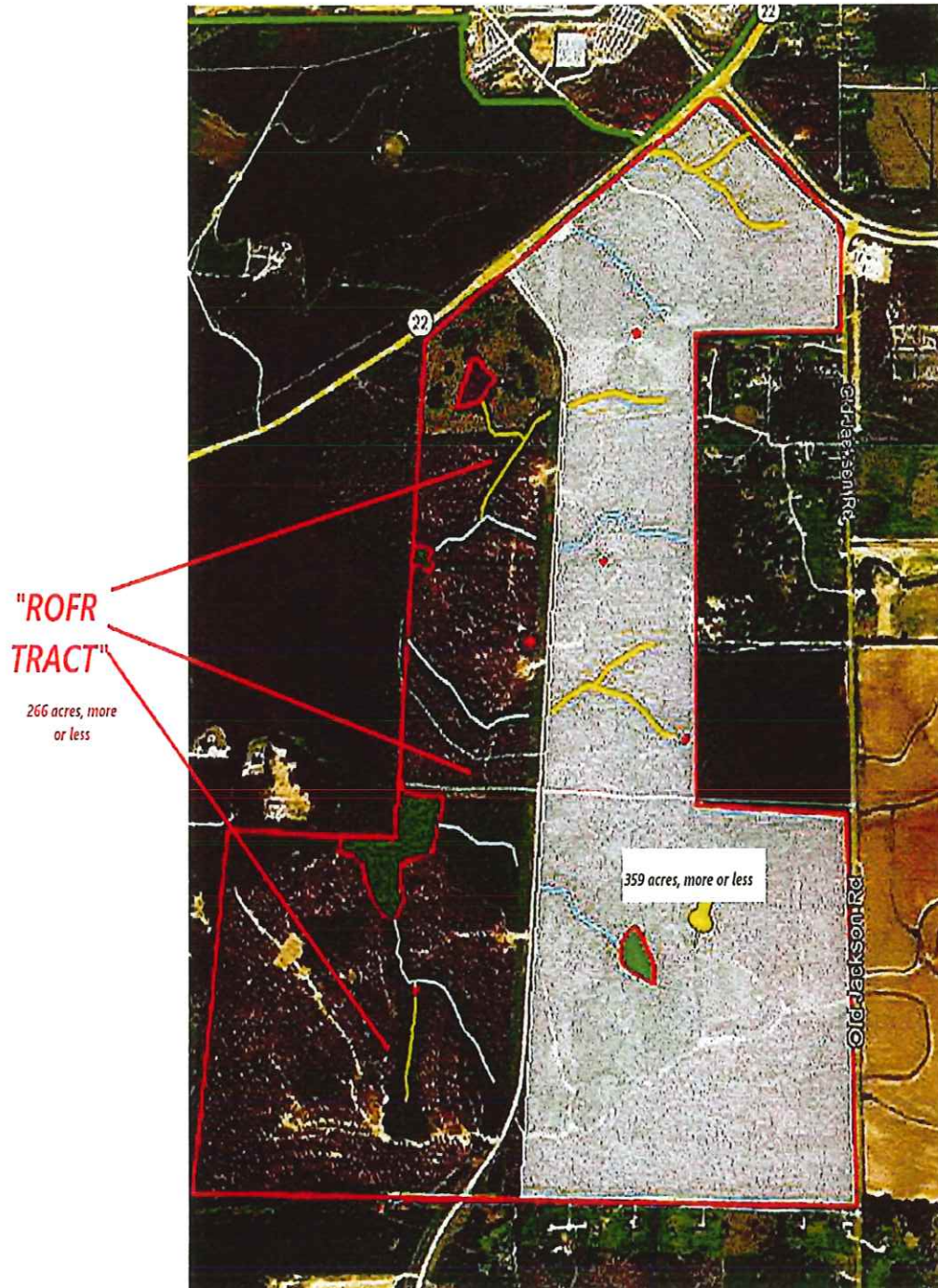


EXHIBIT B

The "ROFR Tract"



QUITCLAIM DEED

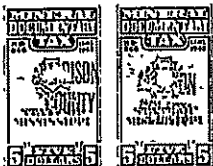
NO 1531

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, the undersigned DR. WILLIAM B. WIENER and DR. JULIAN WIENER, Grantors, do hereby sell, convey and quitclaim unto JUBILEE COMPANY, INC., a Mississippi corporation, Grantee, the following described land and property now owned by a partnership doing business as WILLIAM B. AND JULIAN WIENER, said property being described as follows, to-wit:

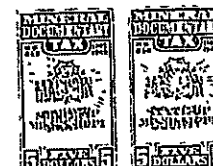
INDEXED



The following property in Madison County, Miss.: All SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying south and east of Canton-Flora Road, and NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 33; containing 135 acres, more or less.



S $\frac{1}{2}$ N $\frac{1}{2}$ Less 70 foot strip off the North side of SE $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ S $\frac{1}{2}$ less 7.90 acres off South end of N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 4, Township 8 North, Range 2 East, Madison County, Mississippi;



E $\frac{1}{2}$ of Section 26 and W $\frac{1}{2}$ NW $\frac{1}{4}$, Section 25; also W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 10 and NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 15; also the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$, less 10 acres in southwest corner, and SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15; also Lots 4, 5 and 8 and 8 $\frac{1}{2}$ acres off north end of Lot 7, in Section 9; all of said lands lying and being situated in Township 9 North, Range 1 West, Madison County, Mississippi.

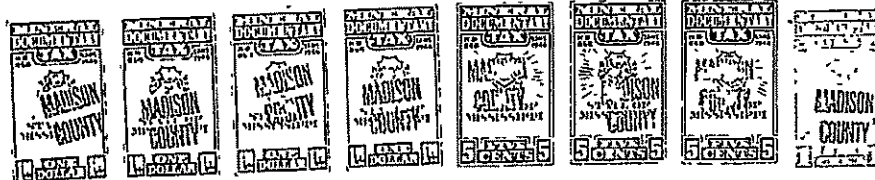


The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the North One-half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), Section 15, Township 9 North, Range 1 West, Madison County, Mississippi.

The following described property located in Leake County, Mississippi, to-wit:

The south one-half of the south one-half of the southwest quarter (S $\frac{1}{2}$ of S $\frac{1}{2}$ of SW $\frac{1}{4}$), of Section 31, Township 10 North, Range 6 East, being forty (40) acres, more or less.

Subject to prior sales of 3/4ths interest in the oil, gas and mineral rights as shown in Oil & Gas Book 17, Page 191



EXHIBIT

D

tabbles

and Deed Book 40, Page 150, in the office of the Chancery Clerk of Leake County, Mississippi, and the reservation of an additional 1/8th interest in said oil, gas and mineral rights by Wesley Davis, et ux, as shown in Deed Book 90, Page 225, of said records, and the reservation of an additional undivided 1/16th interest in the oil, gas and mineral rights in, on and under said land by A. M. Waits, as shown by Deed Book 111, Page 99, of said records. Grantors convey to the Grantee herein the remaining undivided 1/16th interest in same.

Grantors convey and quitclaim unto Grantee all oil, gas and mineral interests of whatever kind and nature now owned by Grantors as co-partners, wherever situated, including specifically and not by way of limitation all oil, gas and mineral rights and interests owned by Grantors as partners in Madison County, Yazoo County, Rankin County, Leake County and Attala County, Mississippi, including the following:

PARCEL A:

Lands of L. L. Childress et al described as follows:
E $\frac{1}{2}$ E $\frac{1}{2}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 27, Township 9 North, Range 1 West, Madison County, Mississippi.

PARCEL B:

E $\frac{1}{2}$ of SW $\frac{1}{4}$, less N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$, and W $\frac{1}{2}$ of SW $\frac{1}{4}$, less SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 15, Township 9 North, Range 1 West, Madison County, Mississippi, and containing 130 acres, more or less;

E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; and 12 $\frac{1}{2}$ acres off the North end of E $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 21, Township 9 North, Range 1 West, Madison County, Mississippi, and containing 33 acres, more or less;

NW $\frac{1}{4}$, less N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$; and 25 acres off the North end of NW $\frac{1}{4}$ of SW $\frac{1}{4}$; Section 22, Township 9 North, Range 1 West, Madison County, Mississippi, containing 325 acres, more or less.

PARCEL C:

NW $\frac{1}{4}$ Section 1; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 2; that part of the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 2 that lies north of Doak's Creek, all in Township 10 North, Range 3 East; and the E $\frac{1}{2}$ SW $\frac{1}{4}$; and the SW $\frac{1}{4}$ SW $\frac{1}{4}$; of Section 36; and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ and NW $\frac{1}{4}$ less 56 acres on the north end; and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35; all in Township 11 North, Range 3 East, Madison County, Miss. and containing 769 acres, more or less.

PARCEL D:

E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 3, Township 10 North, Range 3 East, E $\frac{1}{2}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ less and except 28 acres on the North end of NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34, Township 11 North, Range 3 East, Madison County, Miss.

PARCEL E:

The interest of Grantors in the oil, gas and mineral rights in, on and under the following described land and property in Yazoo County, Mississippi, described as follows:

S $\frac{1}{2}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 17, Township 10 Range 2 East; Also N $\frac{1}{2}$ Lot 5 and S $\frac{1}{2}$ Lot 6, Section 10, Township 10, Range 2 East, containing in all 241 acres, more or less.

Lots 1, 2 and 3, Section 19, Township 10 North, Range 2 East; SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 18, Township 10 North, Range 2 East, and 4 acres out of Northeast corner of SW $\frac{1}{4}$ of Section 18, Township 10 North, Range 2 East, and E $\frac{1}{2}$ NE $\frac{1}{4}$, Section 23, Township 10 North, Range 2 East and Lots 4, 5 and 6, Section 22, Township 10 North, Range 2 East, Yazoo County, Miss., and containing in all 558 acres.

E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 23, and the W $\frac{1}{2}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 24, Township 10 North, Range 1 East, Yazoo County, Miss.

All interest of Grantors in all oil, gas and mineral rights formerly owned by R. C. Jones Lumber & Stave Company as shown by mineral deed and resolution of corporation recorded in Book 11A, Pages 102-107 inclusive, in the office of the Chancery Clerk of Yazoo County, Mississippi.

WITNESS OUR SIGNATURES this the 3rd day of MARCH, 1969.

William B. Wiener
DR. WILLIAM B. WIENER

Julian Wiener
DR. JULIAN WIENER

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named

BOOK 115 PAGE 328

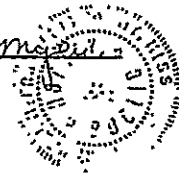
Dr. William B. Wiener and Dr. Julian Wiener, who acknowledged to me that they signed and delivered the foregoing instrument on the day and date therein mentioned.

GIVEN under my hand and official seal of office, this, the 5 day of March, 1969.

Mary Nell McNeil
Notary Public

My commission expires:

My Commission Expires on Oct 10 1970



STATE OF MISSISSIPPI, County of Madison:

I, W. A. Smith, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 29 day of April, 1969, at 9:00 o'clock AM, and was duly recorded on the 30 day of April, 1969, Book No. 115 on Page 325 in my office.

Witness my hand and seal of office, this the 30 of April, 1969.

By W. A. Smith A. Smith, Clerk
W. A. Smith, D. C.

W. STATE OF MISSISSIPPI
COUNTY OF MADISON

BOOK 154 PAGE 204

WARRANTY DEED

7214

In consideration of Ten Dollars (\$10.00), cash in hand paid by the grantee, and other good and valuable considerations, together with a purchase money deed of trust of even date, the receipt of which is hereby acknowledged, we, CHARLES M. LEON and wife, GERALDINE P. LEON, do hereby convey and warrant unto JUBILEE COMPANY, INC. a Mississippi corporation, the following described lands lying and being situated in Madison County, Mississippi, to-wit:

All of the NE $\frac{1}{4}$ of Section 33, Township 9 North, Range 2 East, which lies south and east of the Canton-Livingston public road, Madison County, Mississippi; LESS AND EXCEPT therefrom so much thereof as may be embraced within the 30-foot strip of land conveyed to the Board of Supervisors by deed recorded in Book 33 at page 326 thereof; ALSO, LESS AND EXCEPT .98 of an acre conveyed by Charles M. Leon and wife, Geraldine P. Leon, unto the State Highway Commission by deed recorded in Book 48, at page 376 thereof, the same being dated September 15, 1950, and filed for record November 10, 1950 in the records of the office of the Chancery Clerk of Madison County, Mississippi.

It is understood and agreed that grantors are to retain possession of the properties herein sold until January 1, 1981, free and clear of any charges for the use, enjoyment and possession of said lands, with the exception that grantors are to maintain the residence and tenant house located on said lands in a state of repair equivalent to such state of repair as the same may be as of this date.

It is understood and agreed that during the three (3) years, 1978, 1979, and 1980, that said grantors are to maintain fire and extended coverage insurance on the improvements located on the said land, in the sum of \$20,000.00 on the residence, and \$2,000.00 on the tenant house, with a loss payable clause payable to the grantee. Any loss which is compensatable under said

coverage, and provided it is feasible to repair the same, it is agreed that grantee will use the proceeds to the extent that it is compensated for said loss to restore the same.

Grantors herein convey such interest in and to all of the oil, gas and other minerals in, on and under said lands as are vested in them as of this date.

Grantors assume taxes for the year 1977, and grantee will pay said taxes thereafter.

WITNESS OUR SIGNATURES, this December 28, 1977.

Charles M. Leon
Charles M. Leon

Geraldine P. Leon
Geraldine P. Leon

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said County and State, CHARLES M. LEON and wife, GERALDINE P. LEON, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned, as and for their act and deed.

Witness my signature and official seal, this December 28, 1977.

My commission expires:
August 18, 1979

Susan T. Pearson
Notary Public

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of December, 1977, at 4:55 o'clock P.M., and was duly recorded on the JAN 3, 1978, Book No. 154 on Page 205 in my office.

Witness my hand and seal of office, this the JAN 3, 1978.

By Billy V. Cooper, D. C.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten (\$10.00) dollars cash in hand paid me and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I, EARL B. GOOLSEY, do hereby convey and forever warrant unto JUBILEE COMPANY, INC., a Mississippi Corporation, the following described real property lying and being situated in Madison County, Mississippi, to-wit:

TRACT I

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 4, Township 8 North, Range 2 East.

TRACT II

The South half of the Southeast Quarter of the Southwest Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$); and the South half of the Southwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$), in Section 33, Township 9 North, Range 2 East:

LESS AND EXCEPT: Three acres described as follows:

Beginning at the Northeast Corner of the South half of the Southwest Quarter of the Southeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 33, Township 9 North, Range 2 East, and thence run west for 208.75 feet to a point; thence run south parallel to the east line of the said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) for 626.25 feet to a point; thence run east for 208.75 feet to the east line of said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$); thence run North for 626.25 feet on said east line to the point of beginning.

THE WARRANTY of this conveyance is subject to the following, to-wit:

1. County of Madison and State of Mississippi ad valorem taxes for the year 1969 and subsequent years.

2. The warranty of this conveyance does not extend to oil, gas and other minerals, in, on or under the above described premises. However, the grantor intends to convey and does hereby convey any and all interest owned by him in such oil, gas and other minerals.

BOOK 114 PAGE 213

3. A right-of-way and easement twenty feet (20') in width described as: Beginning at a point that is 0.24 chains North of the Southeast corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 33, run thence N 89°30' West 13.29 chains to the West line of this tract, thence running North for 0.30 chains, thence running S 89°30' East for 13.29 chains, thence running South 0.30 chains to the point of beginning; said right-of-way having been created in that certain partition deed between S. L. High, et al dated October 10, 1961, and recorded in Book 82 at page 310.

4. A right-of-way and easement twenty feet (20') in width along the west side of the line dividing the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ from the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 9 North, Range 2 East between the South line of the three (3) acres excepted from Tract Two and the North line of the right-of-way above described under Item 3, said right-of-way having been reserved to Henry Beale by deed dated February 19, 1965, and recorded in Book 97 at page 319.

5. The Madison County, Mississippi Zoning and Subdivision Ordinances of 1964.

WITNESS MY SIGNATURE on this the 30th day of December, 1968.

Earl B. Goolsby

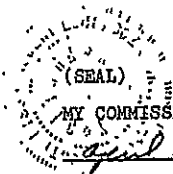
Earl B. Goolsby

BOOK 114 - 234

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction above mentioned, EARL B. GOOLSBY, who acknowledged to me that he did sign and deliver the foregoing instrument on the date and for the purposes therein stated.

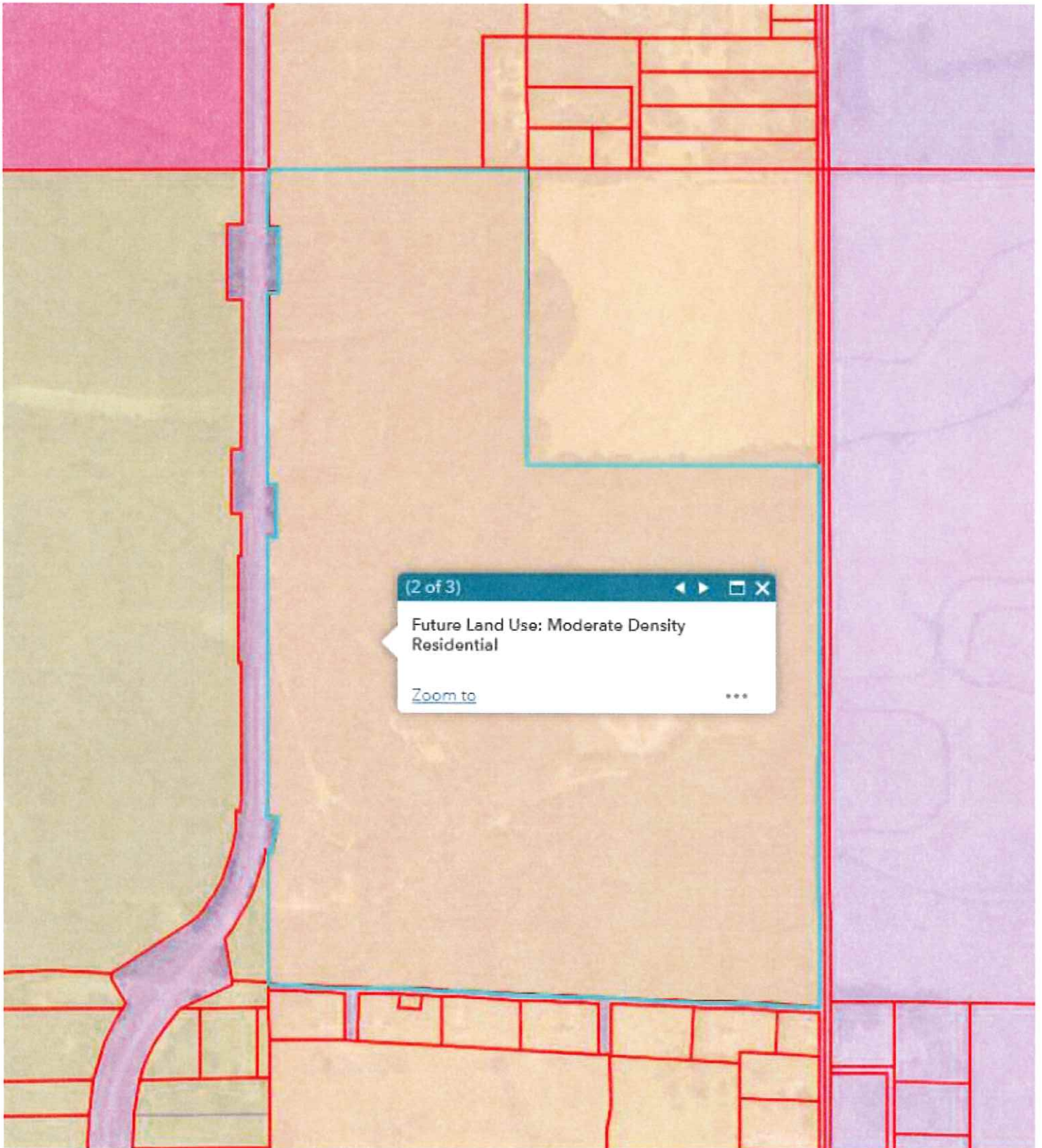
GIVEN UNDER MY HAND and official seal on this the 30 day of December, 1968.



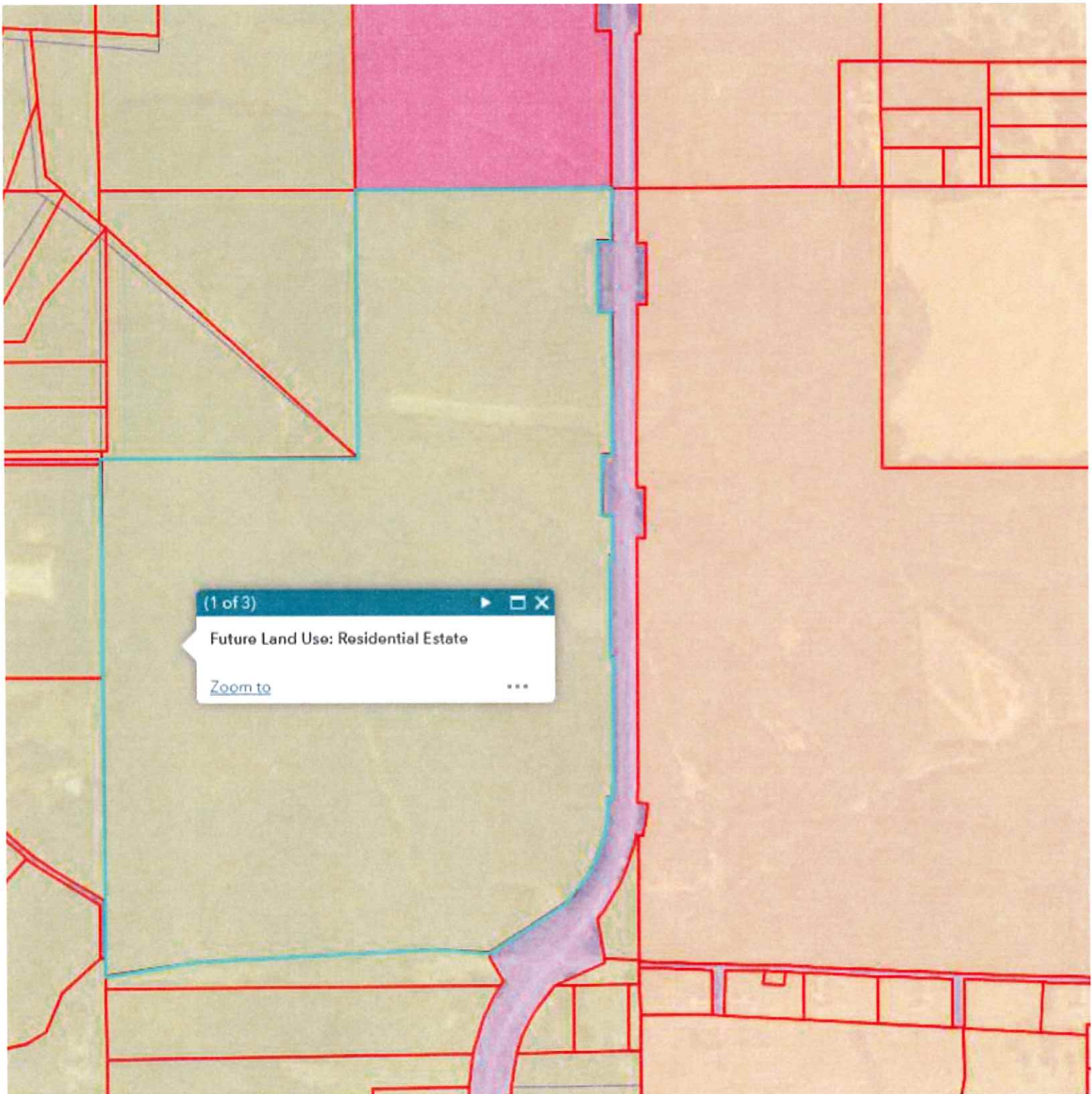
Robert Louis Hagan
Notary Public

STATE OF MISSISSIPPI, County of Madison
I, W. A. Sims, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 30 day of December, 1968, at 2:45 o'clock P.M., and was duly recorded on the 31 day of Dec, 1968, Book No. 114 on Page 212 in my office.
Witness my hand and seal of office, this the 31 of December, 1968
By W. A. Sims, Clerk
W. A. Sims, D. C.

082B-04-008/01.00



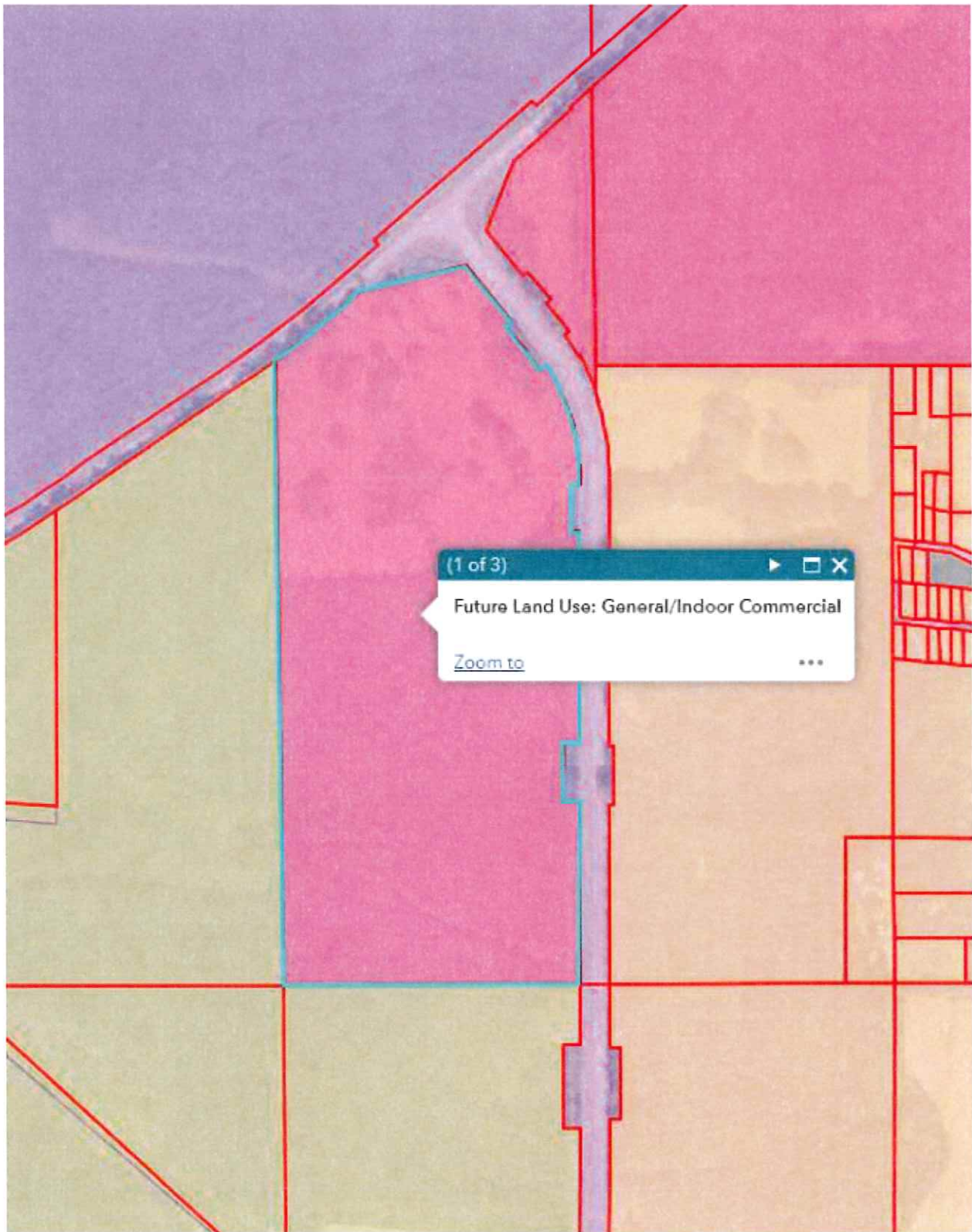
082B-04-008/02.00



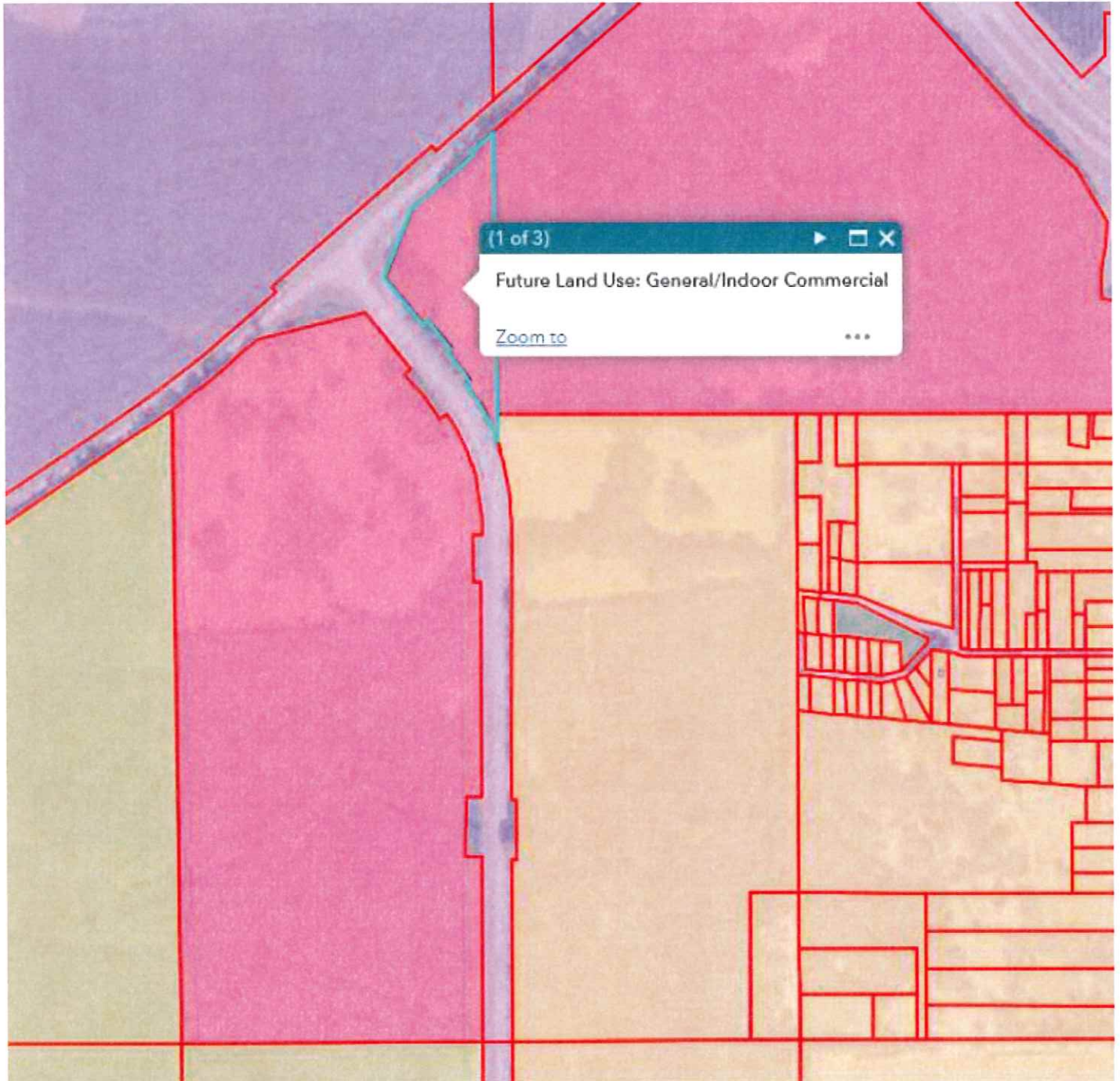
092H-33-003/01.00



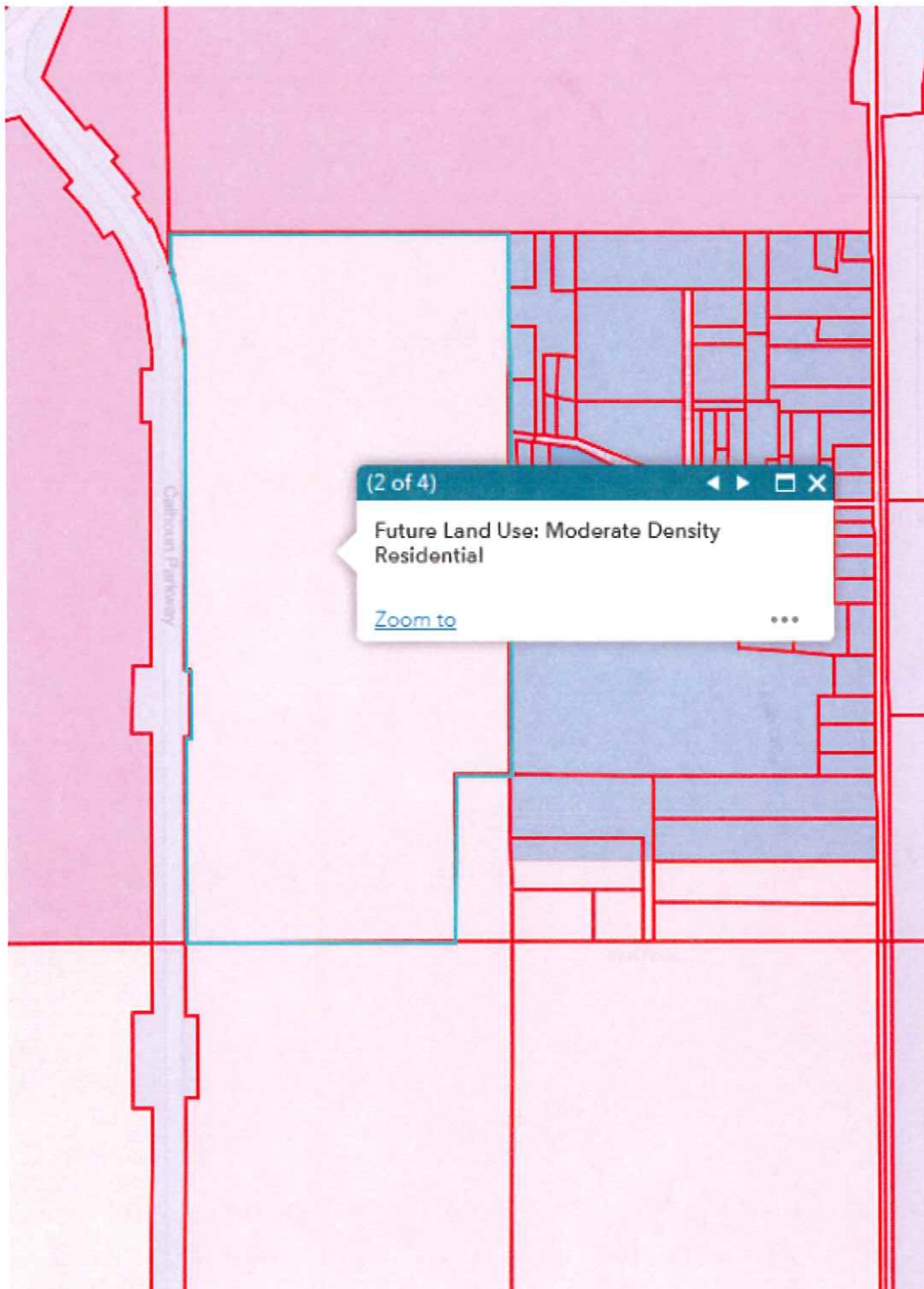
092H-33-003/02.00



092H-33-003/02.00



092H-33D-001/00.00



THIS INSTRUMENT PREPARED BY:

Blake M. Fulton
Jones Walker LLP
3100 North State Street, Suite 300
Jackson, MS 39216
(601) 949-4714
Mississippi Bar No. 104514

RETURN TO:

Jones Walker LLP
Attn: Blake M. Fulton
3100 North State Street, Suite 300
Jackson, MS 39216

INDEXING INSTRUCTION:

Section __, T__, R__, Madison County, Mississippi

DECLARATION OF RESTRICTIVE COVENANTS

NAME, ADDRESS AND PHONE NUMBER OF DECLARANT:

Madison County Economic Development Authority
135 Mississippi Parkway
Attention: Executive Director
Residential Phone No.: Not Applicable
Business Phone No.: (601) 605-0368



**INDUSTRIAL SITE RESTRICTIVE COVENANTS
MADISON COUNTY, MISSISSIPPI**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made to be effective as of ____, 2025 by the MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a Mississippi body politic authorized and created pursuant to Chapter 947, Local and Private Laws of 1979, as amended (the "Declarant").

RECITALS

A. WHEREAS, the Declarant owns or has a definite contractual right to purchase and own certain lands situated in Madison County, Mississippi (the "County"), as legally described on **Exhibit A** attached hereto (the "Property");

B. WHEREAS, the Declarant has submitted an Application for Rezoning to the Madison County Department of Permit and Zoning seeking to rezone and to amend the Madison County official zoning map to reflect such rezoning of the Property from its present Use District Classification of Agricultural District (A-1) to Heavy Industrial District (I-2);

C. WHEREAS, the Declarant seeks to maximize the Property by proper utilization of the Property for its highest and best use and, inasmuch, desires that the Property be developed for industrial purposes to attract and locate new industry, including assembly, manufacturing, processing and related operations, which are likely to result in significant capital investment in the community, the creation of new jobs for its residents and additional tax revenues to the County and local school district, and in order to accomplish said purposes and to safeguard the Property, deems it advisable to grant, declare and establish certain restrictive and protective conditional use restrictions upon any future purchasers, owners, tenants, occupants and grantees of the Property;

D. WHEREAS, the Declarant has sought and has received input and feedback from the owners of property located near the Property and desires that the reclassification and rezoning of the Property to Heavy Industrial District (I-2) by the County be contingent and conditioned upon the placing by the Declarant of the restrictive and protective restrictions, covenants, and conditions set forth below (collectively, the "Restrictive Covenants") on the Property by recording the same in the land records of the County;

NOW THEREFORE, the Declarant, acting by and through its Executive Director, hereby declares that any individual, partnership, corporation, limited liability company, trust, or other association or entity now or hereinafter holding any right, title or interest to the Property or any portion thereof and any and all successors shall use said Property only in accordance with the following Restrictive Covenants:

**ARTICLE 1
GENERAL PROVISIONS**

Section 1.1 **Purpose of Rezoning Conditions.** Upon rezoning and reclassifying the Property from its present Use District Classification of Agricultural District (A-1) to Heavy Industrial District (I-2) and recordation of this Declaration of Restrictive Covenants, the Property shall be subject to the Restrictive Covenants hereby imposed for the following purposes:

(a) To establish the Property as an area within the community where it is deemed desirable to locate new industry, including but limited to assembly, manufacturing, processing, and

related operations, which are likely to result in significant capital investment in the community, the creation of new jobs for its residents and additional tax revenues to the County and local school district;

(b) To ensure proper use and appropriate development and improvement of the Property;

(c) To protect the owners of the property located adjacent to and in the nearby vicinity of the Property against undesirable uses of the Property; and

(d) In general, to provide for a high quality of development of said Property.

Section 1.2 **Duration of Covenants.** These Restrictive Covenants shall run with the land and shall be binding on all parties and persons claiming under them or subject thereto unless and until they are changed, altered, amended or terminated, in whole or in part, by the then fee owner of the Property or a portion thereof, provided that any such change, alteration or termination shall require the consent of no less than sixty-percent (60%) of the fee owners of real property located within 1,000 feet of the Property in all directions, excluding the width of roads, streets or highways. Notwithstanding the preceding sentence, following the acquisition of the Property by the Declarant and thereafter for so long as the Declarant is the owner of the Property, the Declarant shall have the right to petition the County to reclassify and rezone the Property from Heavy Industrial District (I-2) to Agricultural District (A-1), and upon the effectiveness of any such reclassification and rezoning of the Property from Heavy Industrial District (I-2) to Agricultural District (A-1), these Restrictive Covenants shall terminate and shall be deemed null and void.

Section 1.3 **Invalidation.** Invalidation of any provision of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 1.4 **Enforcement.** These Restrictive Covenants may be enforced by any or all of the following: the County and/or at least one-third (1/3) of the owners of real property located within 1,000 feet of the Property in all directions, excluding the width of roads, streets or highways. Any such enforcement of these Restrictive Covenants may be either by injunction or by any other permissible action at law for damages.

ARTICLE 2

PERMITTED AND PROHIBITED USES

Section 2.1 **Permitted Uses.** Subject to all of the prohibitions prescribed by Section 2.2 below and the other terms, conditions and restrictions imposed by these Restrictive Covenants, any of the following shall be permitted:

(a) Any use by the Declarant permitted by the Zoning Ordinance of the County (the "Zoning Ordinance") in an Agricultural District (A-1), as such uses and district are defined and described therein;

(b) Any use permitted by the Zoning Ordinance in a Technical Industrial District (TIP), as such uses and district are defined and described therein;

(c) Any warehousing and/or distribution center operation and/or assembly, manufacturing, fabrication and/or processing operation shall be permitted; provided that any such permitted use shall be conducted within enclosed buildings, except that storage of finished goods inventory and/or articles, materials or other items to be assembled, processed or otherwise changed may be permitted outdoors if properly screened or buffered from view from adjoining properties. Accessory structures, facilities and uses customary and incidental to such permitted uses, including any utility-related improvements, shall also be permitted to the extent not prohibited in Section 2.2 below. Examples of such permitted assembly, manufacturing, fabrication and/or processing uses include the following:

(i) Manufacturing, fabrication, assembly and/or processing of component parts and electronics associated with automobiles, trucks, trailers and other vehicles;

(ii) Manufacturing, fabrication, assembly and/or processing of component parts and electronics associated with aircraft;

(iii) Manufacturing, fabrication, assembly and/or processing of heavy equipment (including agricultural equipment), industrial machinery, other equipment and/or electronics and/or manufacturing and assembly of component parts associated therewith;

(iv) Manufacturing, assembly, processing and/or servicing of computer equipment, communications equipment, laboratory equipment, robotics, and/or related electronics and/or manufacturing and/or manufacturing, assembly and/or processing of component parts associated therewith; and

(v) Manufacturing of pharmaceuticals, medical supplies and/or medical devices.

Section 2.2 Prohibited Uses. No portion of the Property or building thereon shall be used or occupied which does not conform to the standards set forth herein. In addition, the following uses are specifically prohibited:

(a) Retail shopping centers, retail convenience stores and/or retail automobile service stations;

(b) Bowling alleys, skating rinks, motion picture theatres, amusement parks, race tracks or other such commercial recreational or entertainment enterprises;

(c) Mortuaries, funeral homes, mausoleums or commercial cemeteries;

(d) Yard and garden centers and horticultural nurseries;

(e) Hotels or motels;

(f) Automobile, truck and other vehicle sales, service and storage (both new and used), including heavy machinery and related implement dealer/repair;

(g) Manufacturing of manufactured homes and/or manufactured home sales;

(h) Mini-storage warehouses; provided that such prohibition is not intended to, nor shall it, prohibit a warehousing and/or distribution center operation which satisfies the conditions set forth in Section 2.1 or Section 3.1;

(i) Truck stops and trucking terminals; provided that such prohibition is not intended to, nor shall it, prohibit the transportation by truck of any items or materials to or from the Property in connection with any use permitted by Section 2.1 above;

(j) Junkyards, salvage yards or auto-wrecking yards;

(k) Rubbish, garbage, or trash dumps;

(l) Primary metal manufacturing: including blast furnaces, steel works and the rolling and finishing of ferrous metals, iron and steel foundries, and primary smelting and refining of nonferrous metals;

(m) Facilities of which the primary use is the manufacture or storage of fireworks, gunpowder or other such highly flammable or explosive materials; provided that such prohibition is not intended to, nor shall it, prohibit the storage of flammable or explosive materials for use in any manufacturing or processing operation permitted in Section 2.1 to the extent any such materials are properly stored and handled in accordance with applicable law, including, without limitation, any applicable federal, state and local regulations;

(n) Facilities of which the primary use is the manufacture or storage of hazardous chemicals or fertilizers; provided that such prohibition is not intended to, nor shall it, prohibit the storage of hazardous chemicals for use in any manufacturing or processing operation permitted in Section 2.1 to the extent any such materials are properly stored and handled in accordance with applicable laws, including, without limitation, any applicable federal, state and local regulations;

(o) Facilities of which the primary use is the treatment, storage or disposal of hazardous waste, provided that such prohibition is not intended to, nor shall it, prohibit the treatment, storage or disposal of hazardous waste from any manufacturing or processing operation permitted in Section 2.1 to the extent any such materials are properly stored and handled in accordance with all applicable laws, including, without limitation, any applicable federal, state and local regulation;

(p) Slaughterhouses or stockyards;

(q) Processing, incineration, or storage of dead animal materials, including offal reduction; curing, tanning, and storage of hides; distillation of bones; and rendering of fat;

(r) Concrete, asphalt or tar manufacture, except for any such activities conducted in association with the construction or development or any infrastructure, equipment, storage area, building, facility or operation permitted in Section 2.1 above;

(s) Quarrying, mining, or petroleum production;

(t) Drilling for, or excavation, mining or extraction of, subsurface minerals, petroleum products or similar substances, including, without limitation, oil, natural gas and carbon dioxide;

(u) In addition to those prohibited uses described in subsections (p) and (q) immediately above, any other operation or activity that creates a nuisance to adjacent property because of an attraction of insects or wildlife to the Property; and

In addition to those prohibited uses described in subsections (a) through (u) above, any other business operation or activity emitting dust particles, gases, fumes, smoke, vibrations or noise in excess of the applicable limit for any such emission under applicable local, state and federal law and the regulations of the Mississippi Department of Environmental Quality and the U.S. Environmental Protection Agency.

Notwithstanding the general prohibitions described in subsections (r) through (t) above, such prohibitions are not intended to, nor shall they, limit or restrict the performance of construction activities conducted in association with the construction, development, improvement or maintenance of any building, facility or operation permitted in Section 2.1 above, including, without limitation, clearing and grubbing work, soil excavation and other such activities customarily associated with preparation of a site for such construction, development, improvement or maintenance of a permitted building, facility or operation. Furthermore, such prohibitions are not intended to, nor shall they, limit or restrict the sale, service and storage of any goods assembled, manufactured, fabricated, or processed on the Property.

The Property and any improvements, signage and other activities shall be subject to compliance with the Zoning Ordinance and all other applicable laws, including, without limitation, any dimensional requirements, landscaping, planting screens or buffers, parking and site plan procedures set forth in the Zoning Ordinance, subject to any conditional uses or variances granted in connection therewith by the County or any department or agency thereof; provided that no such conditional uses or variances may violate the Restrictive Covenants set forth herein.

ARTICLE 3 OTHER RESTRICTIONS

Section 3.1 **Buffer Areas.** No building or any portion thereof shall be constructed or otherwise located within two hundred twenty-five (225) feet (*i.e.*, 75 yards) of the eastern or southern boundaries of the Property (excluding the width of roads, streets or highways), and along such boundaries, the owner, tenant or occupant conducting any permitted use thereon shall also construct or install or cause to be constructed or installed either (a) a planting screen having a height of at least ten (10) feet for noise reduction purposes and to obscure and limit visibility of the Property from the east, west or south, provided, that any such plantings shall be allowed adequate time to reach full maturity and height, (b) an earthen berm having a height of at least ten (10) feet for noise reduction purposes and to obscure and limit visibility of the Property from the east or south, or (c) a privacy fence having a height of at least eight (8) feet; provided, however, that the requirements imposed by this Section 3.1 shall not apply to any boundary of the Property adjoining Highway 22 or Nissan Parkway or the rights-of-way thereof. For purposes of this Section 3.1, the term "privacy fence" means a fence installed to inhibit public view, provide seclusion, and, when viewed at right angles in its vertical plane, has an open face of less than thirty percent (30%).

Section 3.1 **Compliance with Applicable Laws.** The Property and any improvements, signage and other activities shall be subject to compliance with the Zoning Ordinance and all other applicable laws, including, without limitation, any dimensional requirements, landscaping, planting screens or buffers, parking and site plan procedures set forth in the Zoning Ordinance, subject to any conditional

uses or variances granted in connection therewith by Hinds County or any department or agency thereof; provided that no such conditional uses or variances may violate the Restrictive Covenants set forth herein.

Section 3.2 **Fire and Explosion Hazard.** Without limiting any portion of Section 2.2 above, all activities on the Property shall be conducted only in structures which conform to the National Board of Fire Underwriters standards concerning plant operation and the storage of explosive raw materials, fuels, liquids, and finished products.

Section 3.3 **Liquid or Solid Wastes.** The discharge of untreated industrial wastes into any stream or open or closed drain is expressly prohibited. All methods of industrial sewage and solid waste treatment and disposal shall, to the extent required by applicable law, be approved by the appropriate municipal, county, state and federal agencies. More specifically, all sanitary waste must be discharged only into the sanitary sewer system. The volume, quality and strength of all sewage or waste shall be discharged in strict accordance with applicable law.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed effective as of _____, 2025 though actually executed on the date set forth in the acknowledgment below.

MADISON COUNTY ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
Name: Joseph Deason
Title: Executive Director

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2025, within my jurisdiction, the within named Joseph Deason, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the Madison County Economic Development Authority upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission expires:

EXHIBIT "A"

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO
INDUSTRIAL SITE RESTRICTIVE COVENANTS**

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

Robert Bouldin
297 Church Road
Madison, MS 39110

M E Ragsdale Trusts
Trustmark National Bank, Trustee
248 E. Capitol Street
Jackson, MS 39201

Thomas B Harden
748 Old Jackson Road
Canton, MS 39046

Karen J Beal
103 Hill Road
Canton, MS 39046

Deverio & Tangerla Manning
115 Hill Road
Canton, MS 39046

Judy L & Arthur E Williams
P.O. Box 540728
Grand Prairie, TX 75054

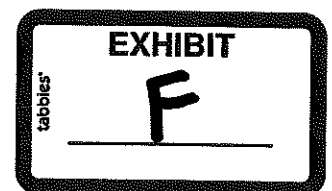
George & Ora Mae Singleton
151 Hill Road
Canton, MS 39046

Fred & Helen R Hawkins
169 Hill Road
Canton, MS 39046

Lloyd W Douglas, Jr.
179 Hill Road
Canton, MS 39046

Mary S Nickerson
P.O. Box 307
Canton, MS 39046

Latonic Luckett and Robert L Jackson, III
195 Hill Road
Canton, MS 39046



Gloria Smith
1386 Smith Road
Louisville, MS 39339

Sireesha Vasireddy, et al
221 Sycamore Lane
Madison, MS 39110

Valencia Hampton
P.O. Box 881802
Los Angeles, CA 90009

Turkey Lake, LLC
P.O. Box 4157
Brandon, MS 39047

Amazon Data Services, Inc.
C/O Amazon.com Inc
Attn. Real Estate Manager (AWS)
P.O. Box 80416
Seattle, WA 98108-0416

Andra S & Rene Johnson
1921 W Peace Street
Canton, MS 39046

Cardell & Jeanette S Whisenton
1064 Old Jackson Road
Canton, MS 39046

Partridge-Madison, Inc.
242 Market Street
Flowood, MS 39232

North Parkway Properties LLC
639 Zetus Road
Brookhaven, MS 39601

Madison/Lakeland Diversified Investment Properties, LLC
242 Market Street
Flowood, MS 39232

Otis Wesley, et ux
Dianne Caldwell
1007 Old Jackson Road
Canton, MS 39046

Arthur Lee Caldwell Estate
Ollie Mae Carter Caldwell
108 A L Caldwell Road
Canton, MS 39046

Jacqueline Caldwell, et al
115 A L Caldwell Road
Canton, MS 39046

Deloris Brent
158 Laura Drive
Canton, MS 39046

Murray Lee Smith
1064 Old Jackson Road
Canton, MS 39046

R C Bennett
134 Brown Drive
Canton, MS 39046

Michael Bennett
810 Lawrence Road
Jackson, MS 39206

Alma J Ransburg
141 Ransburg Road
Canton, MS 39046

Tony E. Bennett
134 Brown Drive
Canton, MS 39046

Vina Jackson
142 Brown Road
Canton, MS 39046

Sarah Evans
124 Brown Drive
Canton, MS 39046

Andrew Jackson
117 Brown Road
Canton, MS 39046

Joyce Bradley
121 Brown Road
Canton, MS 39046

Barbara Bradley Sims
204 Sherwood Drive
Canton, MS 39046

Jennifer Bradley, et al
121 Brown Road
Canton, MS 39046

Nancy Cook Pate
122 Brown Road
Canton, MS 39046

Orsby & Barbara Jackson
120 Brown Drive
Canton, MS 39046

Jennifer Lee, et al
689 Rankin Road
Canton, MS 39046

Leon Adams, et al
1064 Old Jackson Road
Canton, MS 39046

Curtis Spencer
322 East Cherokee
Brookhaven, MS 39601

Canton M Property, LLC
P.O. Box 1313
Canton, MS 39046

Thomas Earl McElroy, et al
c/o Sandra Pryer
1635 Dorgan Street
Jackson, MS 39204

Milton Ransburg
133 Ransburg Road
Canton, MS 39046

Henry Beal Estate
163 Beal Road
Canton, MS 39046

Dennis Beal
202 Cole Ridge Court
Canton, MS 39046

Andrew Johnson, Jr.
1233 243rd Street
Harbor City, CA 90710

BEFORE THE MADISON COUNTY PLANNING & ZONING COMMISSION

IN THE MATTER OF REZONING CERTAIN LAND SITUATED IN:

**SECTION 33, TOWNSHIP 9 NORTH, RANGE 2 EAST MADISON COUNTY, MISSISSIPPI
AND**

SECTION 4, TOWNSHIP 8 NORTH RANGE 2 EAST MADISON COUNTY, MISSISSIPPI

MADISON COUNTY TAX PARCEL NOS:

**082B-04-008/01.00; That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station
Parkway and North of Hill Road; 092H-33-003/01.00; That portion of parcel no.: 092H-33-
003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00**

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 +/-359 acres and for a variance to Maximum Building Height set forth in Article XXV, Section 2503.01 on property currently owned by Jubilee Company, Inc. situated in Madison County, Mississippi and being Madison County Tax Parcel Nos.: **082B-04-008/01.00; That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00; That portion of parcel no.: 092H-33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00.**

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

MCEDA is also seeking a variance to Maximum Building Height on the property, as set forth in Article XXV, Section 2503.01 to allow for any such building height on the property to be determined by site plan.

Please take notice that the Madison County Planning & Zoning Commission 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 December 11, 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 24th day of November, 2025.

Sincerely,

MADISON COUNTY ECONOMIC DEVELOPMENT
AUTHORITY

/s/ Joseph P. Deason
JOEY DEASON, EXECUTIVE DIRECTOR



November 24, 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 AND FOR VARIANCE

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 +/-359 acres and for a variance to Maximum Building Height set forth in Article XXV, Section 2503.01 on property currently owned by Jubilee Company, Inc. situated in Madison County, Mississippi and being Madison County Tax Parcel Nos.: **082B-04-008/01.00; That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00; That portion of parcel no.: 092H-33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00.**

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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 24th day of November, 2025.

Sincerely,

MADISON COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

/s/ Joseph P. Deason

JOSEPH P. DEASON,
EXECUTIVE DIRECTOR



November 24, 2025

VIA U.S. MAIL

City of Canton, Mississippi
c/o Tim Taylor, Mayor
P.O. Box 1605
226 East Peace Street
Canton, MS 39046

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY AND FOR VARIANCE

Dear Mayor Taylor:

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 +/-359 acres and for a variance to Maximum Building Height set forth in Article XXV, Section 2503.01 on property currently owned by Jubilee Company, Inc. situated in Madison County, Mississippi and being Madison County Tax Parcel Nos.: **082B-04-008/01.00; That portion of parcel no.: 082B-04-008/02.00 lying east of Calhoun Station Parkway and North of Hill Road; 092H-33-003/01.00; That portion of parcel no.: 092H-33-003/02.00 lying east of Calhoun Station Parkway and south of Highway 22; 092H-33D-001/00.00.**

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MADISON COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

/s/ Joseph P. Deason

JOSEPH P. DEASON,
EXECUTIVE DIRECTOR