

| | |
|---------|------|
| Chris | |
| Melissa | ML |
| Tommy | TS |
| Mitch | 6/18 |
| Jason | |
| Lindsey | |

United States Department of the Interior



FISH AND WILDLIFE SERVICE
 110 S. Amity Road, Suite 300
 Conway, Arkansas 72032
 Tel.: 501/513-4470 Fax: 501/513-4480

June 18, 2015

Marvin Sutterfield
 Ozark Heritage Bank
 P.O. Box 2750
 Mountain View, AR 72560

Dear Mr. Sutterfield:

The U.S. Fish and Wildlife Service (Service) has reviewed your letter dated June 11, 2015, regarding the proposed construction of six broiler houses for Rocky Turner near the city of Batesville, Independence County, Arkansas. Our Comments are submitted in accordance with the Endangered Species Act (ESA; 87 Stat. 884, as amended 16 U.S.C. 1531 et seq.) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d).

The Service concurs with your determination that the proposed project may affect, but is not likely to adversely affect the Gray Bat (*Myotis grisescens*), Pink Mucket (*Lampsilis abrupta*), Indiana Bat (*Myotis sodalis*), Scaleshell (*Leptodea leptodon*), Fat Pocketbook (*Potamilus capax*), Ozark Hellbender (*Cryptobranchus alleganionenses bishopi*), Rabbitsfoot (*Quadrula cylindrica cylindrica*), or Northern Long-eared Bat (*Myotis septentrionalis*).

Please be aware Bald Eagle is not protected under the ESA. Bald Eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.).

We appreciate your interest in the conservation of endangered species. If you have any questions, please contact the Arkansas Ecological Services Staff at (501) 513-4487.

Sincerely,

Melvin Tobin
 Project Leader



Fleming, Michelle <michelle_fleming@fws.gov>

Six Broiler Houses for Rocky Turner

3 messages

Fleming, Michelle <michelle_fleming@fws.gov>

Thu, Jul 2, 2015 at 10:13 AM

To: Marvin Sutterfield <msutterfield@ozarkheritagebank.com>

I want to confirm that there will not be any tree clearing during construction? Thanks

Marvin Sutterfield <MSutterfield@ozarkheritagebank.com>

Fri, Jul 3, 2015 at 8:40 AM

To: "Fleming, Michelle" <michelle_fleming@fws.gov>

Thress did

Did you have to work last night.

Sent from my iPhone

> On Jul 2, 2015, at 10:13 AM, "Fleming, Michelle" <michelle_fleming@fws.gov> wrote:

>

> I want to confirm that there will not be any tree clearing during construction? Thanks

The information in this message may be proprietary and/or confidential, and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify Ozark Heritage Bank, N.A. immediately by replying to this message and deleting it from your computer.

Marvin Sutterfield <MSutterfield@ozarkheritagebank.com>

Fri, Jul 3, 2015 at 9:53 AM

To: "Fleming, Michelle" <michelle_fleming@fws.gov>

I sent you the wrong message. I am so sorry.

There should not be any trees cleared during construction of the Rocky Turner poultry houses.

Thank You,
Marvin

Sent from my iPhone

[Quoted text hidden]



Anderson Hill Rd

35.810171
-91.374858

Real Estate Contract (Lots and Acreage)

Page 1 of 11



Copyright
2015
Arkansas
REALTORS®
Association

Form Serial Number: 094785-600142-4371620

1. PARTIES: _____ Rocky Turner

Marjorie Turner

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract terminated with both parties agreeing to sign a Termination of Contract Addendum and Buyer to recover Earnest Money.

NW SW Section 36 Township 14 Range 4, Independence County, Arkansas 40.0 acres and SW NW Section 36

Township 14 Range 4, Independence County, Arkansas 40.0 acres, and PT SW SW Section 36 Township Range

4, Independence County, Arkansas 5.0 acres

Parcel # 0102942000, Parcel # 0102939000, and Parcel # 0102943000

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): (select **one** of the following four options)

total purchase price, _____ \$ 175,000

or;

price per acre, _____ \$ _____

or;

price per square foot, _____ \$ _____

or;

price per front foot _____ \$ _____

with Buyer paying the sum of _____ \$ _____

in cash at Closing as down payment, with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

(i) NEW LOAN: Subject to the Property appraising for not less than the Purchase Price and Buyer's ability to obtain a loan to be secured by the Property in the amount of \$ 175,000.

FINANCING AS FOLLOWS:

Loan from Ozark Heritage in Mountain View, Arkansas

(ii) CASH: _____ \$ _____

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.