



PLANNING & ZONING COMMISSION MEETING

Tuesday, April 22, 2025 at 6:00 PM

Agenda

1. **Call to Order**
2. **Opening Prayer and Pledge of Allegiance**
3. **Consideration and Approval of Minutes**
 - [A\)](#) Review and Approve March 25, 2025 Board Minutes
4. **Request for Variance**
 - [A\)](#) Discussion and Consideration of Application for Variance, Zaxby's Sign Height
5. **Request for Rezoning**
 - [A\)](#) Discussion and Consideration of Application for Rezoning, Bellamare Development, LLC, 0828-09-002/04.00 (C-2 to SU-1)
 - [B\)](#) Discussion and Consideration of Application for Rezoning, Agnes Estate, 082E-15-002/01.00 (A-1 to C-2)
 - [C\)](#) Discussion and Consideration of Application for Rezoning, Agnes Estate, 082E-15-002/02.00 (A-1 to C-2)
 - [D\)](#) Discussion and Consideration of Application for Rezoning, Agnes Estate, 082E-15-004/01.00 (A-1 to C-2)
6. **New Site Plan Consideration**
 - [A\)](#) Discussion and Consideration of 1265 Gluckstadt Road Site Plan
7. **New Business**
8. **Next Meeting**
 - A) The Next Planning and Zoning Meeting Will Be Held on May 27, 2025
9. **Adjourn**

**MINUTES OF THE REGULAR MEETING
OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

A regular meeting of the Planning and Zoning Commission of the City of Gluckstadt, Mississippi (“the Board”), was duly called, held, and conducted on Tuesday, March 25, 2025, at 6:00 p.m. at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, Madison County, Mississippi.

The following members were present, to-wit:

Sam McGaugh (Chairman) – via telephone
Melanie Greer (Vice-Chairwoman)
Tim Slattery
Katrina B. Myricks
Phillips King

Absent:

Andrew Duggar
Kayce Saik

Also present:

Zachary L. Giddy, Attorney
William Hall, City of Gluckstadt

Chairman Sam McGaugh called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum.

Commissioner Greer opened the meeting with prayer and led the Pledge of Allegiance.

All members of the Board present acknowledged receipt of the agenda and the agenda was as follows:

- 1. Call to Order**
- 2. Opening Prayer and Pledge of Allegiance**
- 3. Consideration and Approval of Minutes**
 - A) Review and Approve February 25, 2025 Board Minutes
- 4. Request for Rezoning**

- A) Discussion and Consideration of Aguilar Use Car Conditional Use
- B) Discussion and Consideration of Germantown Wine and Spirits Site Plan

5. New Site Plan Considerations

- A) Discussion and Consideration of Germantown Wine and Spirits Site Plan

6. New Business

7. Next Meeting

- A) The Next Planning and Zoning Meeting Will Be Held on April 22, 2025

8. Adjourn

The Board considered the Minutes of the February 25, 2025, regular meeting. Commissioner Phillips King moved to approve the minutes presented as written. The motion was seconded by Commissioner Tim Slattery and approved unanimously by all present Commissioners. The Chairman declared the motion carried.

**Public Hearing for Application for
Conditional Use Permit for Carlos Aguilar (Aguilar Use Cars)**

Chairman Sam McGaugh opened the Public Hearing on the Petition and Application for Conditional Use Permit by Carlos Aguilar for Aguilar Use Cars for property located at 140 Enterprise Drive in the City of Gluckstadt. The subject property is presently zoned C-2 Highway Commercial District. William Hall advised the Board of the nature of the use and noted that notice posting and publication requirements were met and that he received no feedback during the notice period. The Applicant is seeking a conditional use permit to allow him to operate as auto broker to sell vehicles with no mechanical repair consisting of five (5) to ten (10) vehicles on the subject property which will be located in front of the existing boat sales/rentals business.

Mr. Irving Aguilar appeared and spoke on behalf of the Applicant. Mr. Aguilar stated Applicant intends to use existing building located on the property. Applicant will start with 10 cars in front of building and any additional vehicles will be stored in rear lot. Applicant will buy cars from auction to be sold at the lot on the subject property. Discussion was had regarding installation of concrete apron where driveway and road meet to provide a 10-foot barrier.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Sam McGaugh closed the Public Hearing and called for a vote on the Application. On motion by Commissioner Phillips King and seconded by Commissioner Katrina

Myricks, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Applicant to allow him to operate as auto broker to sell vehicles with no mechanical repair consisting of five (5) to ten (10) vehicles on the subject property located in the C-2 zoning district. The Chairman declared the motion carried.

**Public Hearing for Application for
Conditional Use Permit for Bedi Investments, LLC
(Germantown Wine and Spirits)**

Chairman Sam McGaugh opened the Public Hearing on the Petition and Application for Conditional Use Permit by Bedi Investments, LLC for property located on Gluckstadt Road and identified by Tax Parcel Number 082D-20-002/03.00 in the City of Gluckstadt. The subject property is presently zoned C-2 Highway Commercial District. William Hall advised the Board of the nature of the use and noted that notice posting and publication requirements were met. The Applicant is seeking a conditional use permit to allow a retail liquor store on the subject property. The building will be a single tenant building. The existing liquor store across the street will be moved to this building once construction is completed, therefore there will be no conflict with the distance restrictions. The liquor store hours of operation will be Monday – Thursday 10:00 a.m. till 9:00 p.m.; Friday and Saturday 10:00 a.m. till 10:00 p.m.; and closed on Sundays.

Daniel Woolridge appeared and spoke on behalf of Applicant. Mr. Woolridge stated the proposed building would be 9,000 sq. ft. and parking requirements will be met. The main point of ingress and egress is off Gluckstadt Road and a secondary point will be through the current gas station parking lot. Retention will be underground.

Opposition was given an opportunity to respond, but there was no opposition present.

Chairman Sam McGaugh closed the Public Hearing and called for a vote on the Application. On motion by Commissioner Tim Slattery and seconded by Commissioner Katrina Myricks, the Board present voted unanimously to recommend to the Mayor and Board of Aldermen that they approve a conditional use for Applicant to allow a retail liquor store on the subject property located in the C-2 zoning district. The Chairman declared the motion carried.

Site Plan – Germantown Wine and Spirits

The Board next considered the site plan for Germantown Wine and Spirits by Bedi Investments, LLC for property located on Gluckstadt Road and identified by Tax Parcel Number 082D-20-002/03.00 in the City of Gluckstadt. William Hall presented Commissioners with the site plan. Civil plans will be submitted. The Board had discussions on the site plan presented.

After discussions, on motion by Commissioner Katrin Myricks and seconded by Commissioner Tim Slattery the Board present voted unanimously to recommend to the Mayor

and Board of Aldermen that they approve the site plan as submitted. The Chairman declared the motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

There was no further business to be presented.

ADJOURN

Commissioner Katrina Myricks moved that the meeting be adjourned. The motion was seconded by Commissioner Phillips King and approved unanimously by all present Commissioners. The Chairman declared the Motion carried.

WITNESS OUR HANDS, this the _____ day of _____, 2025.

SAM McGAUGH, Chairman

MELANIE GREER, Vice Chairman/Secretary

REQUEST FOR DIMENSIONAL VARIANCE **APPLICATION**

Subject Property Address: 1198 Gluckstadt Rd., Gluckstadt, MS., 39110
 Owner: 1788 Chicken LLC Applicant: Scott Brown
 Address: 4407 Bee Caves Rd Ste 272 Austin, TX 78746 Address: 4407 Bee Caves Rd Ste 212 Austin, TX 78746
 Phone No. 512-732-1214 Phone No. 512-732-1214
 Current Zoning District: C2 214-223-5556

Requirements of Applicant:

1. Letter stating reason for requested dimensional variance.
2. Copy of the written legal description.
3. Site plan, building elevations and floor plan drawings on 8 1/2" x 11"
4. Four complete sets of working plans.
5. Proposed signage to include color and size.
6. \$250.00 fee required for processing.

Requirements for Granting Variances: (Section 300-4.01 - Zoning Ordinance)

- (a) Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
- (b) Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under terms of this Ordinance.
- (c) Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.

Applicant Signature

3-21-25
Date

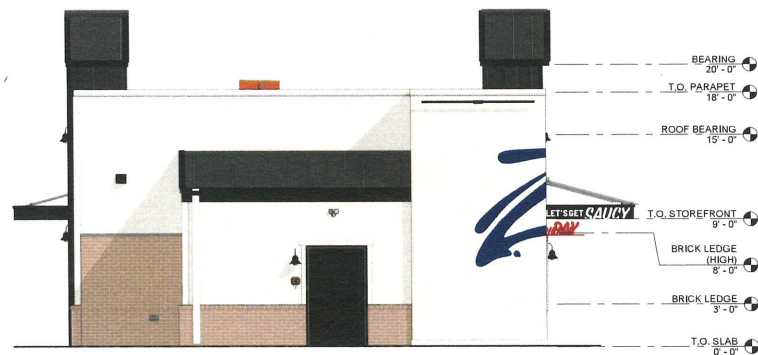
Property Owner Signature

3-21-25
Date



1 SCHEMATIC EAST ELEVATION

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



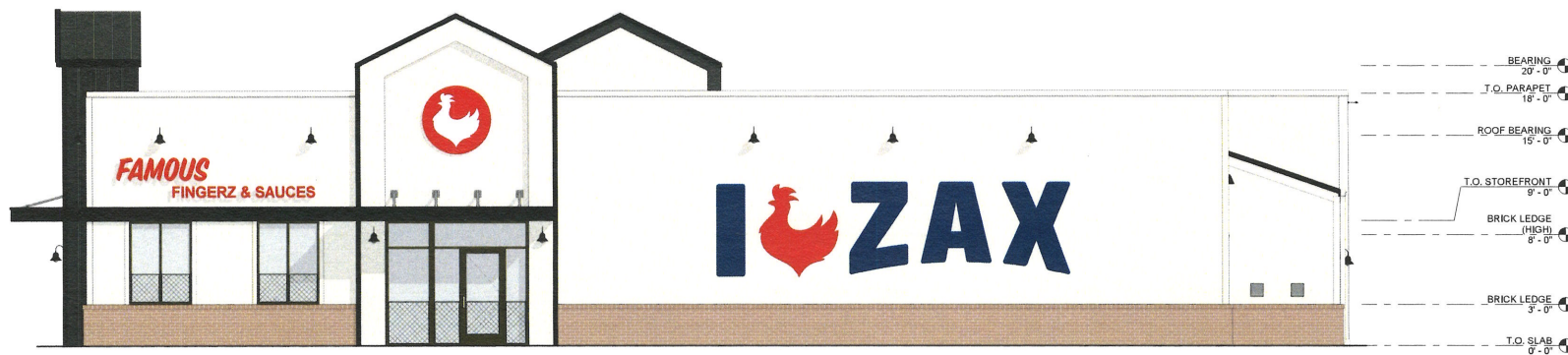
2 SCHEMATIC WEST ELEVATION

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



3 SCHEMATIC SOUTH ELEVATION

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



4 SCHEMATIC NORTH ELEVATION

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

PRINTED: 3/26/2025 10:42:04 AM

1

NOT FOR
CONSTRUCTION

Copyright © 2025
All Rights Reserved

APD
ENGINEERING
ARCHITECTURE

Issues

Revisions

DRAWN BY: sph
CHK'D BY: Checker

ZAXBY'S.
1198 Gluckstadt Road

SHEET TITLE

SCHEMATIC
EXTERIOR
ELEVATIONS

PROJECT NO: 24-0498

DD-03

Parcel Details

Parcel number	082E-21-010/00.00
PPIN	23041
Owner's name	GGL PROPERTIES LLC
Physical street number	1198
Physical street name	GLUCKSTADT RD
Mailing address	201 THORNHILL DR
Mailing city	HATTIESBURG
Mailing state	MS
Mailing zip	39401
True Values	
Land	376360
Improvement	0
Total	376360
Assessed Values	
Total	56454
Legal description	IREG SHAPE LOT
Legal description 2	200.28X148.68X173X233.71X 300 FT
Legal description 3	OUT SE1/4 SW1/4 E OF HW 55
Township	08N
Range	02E
Section	21
Taxing District:	2GM
Taxing Exempt:	NO
Supervisor District	2
Municipality	GLUCKSTADT
School District	MADISON COUNTY
Special Assessment District	SOUTH MADISON COUNTY FIRE DIST

Deeds signed through 12/31/2023 and recorded by 1/7/2024

Book / Page / Date	
4275 / 481 / 2022-11-03	[View Deed]
473 / 751 / 2000-10-16	[View Deed]
366 / 91 / 1995-11-14	[View Deed]
302 / 325 / 1992-07-08	[View Deed]
239 / 465 / 1988-05-02	[View Deed]
	[Search By Legal Description]

Date2022-11-03

HomesteadNO

Available Maps

- [082E.PDF](#)

Notice: Map files are very large and may take several minutes to download.

No Improvements For This Parcel

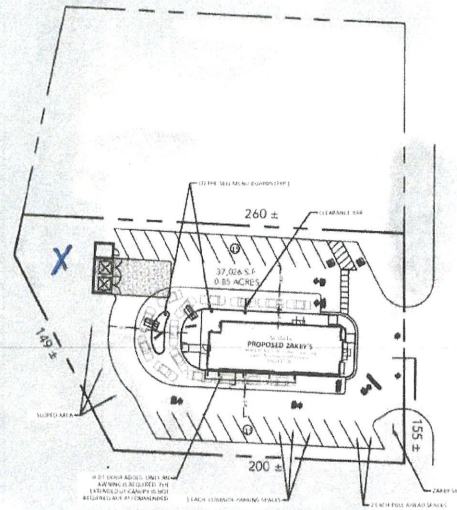
[Return to Street Name Search](#)

HELPFUL NUMBERS

Board of Supervisors	601-790-2590
Sheriff's Office	601-859-2345
Human Resources	601-855-5509
County Administrator	601-855-5502
Veteran Services	601-855-5518
Road Department	601-855-5670

NOTES:

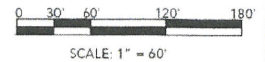
1. IF SITE IS INCORPORATING LINE BUSTING CANOPY, DRIVE-THRU ENTRANCE LANES ARE TO BE SEPARATED BY 2' CURBED OR STRIPED ISLAND IN ORDER TO ACCOMMODATE CANOPY STRUCTURE POSTS.
2. IF BUILDING IS INCORPORATING DT DOOR, DRIVE THRU LANE ALONG DT SIDE OF BUILDING IS TO BE UPDATED TO 12' TO ACCOMMODATE 2' OF STRIPING FOR EMPLOYEE WALKWAY.



GLUCKSTADT RD.



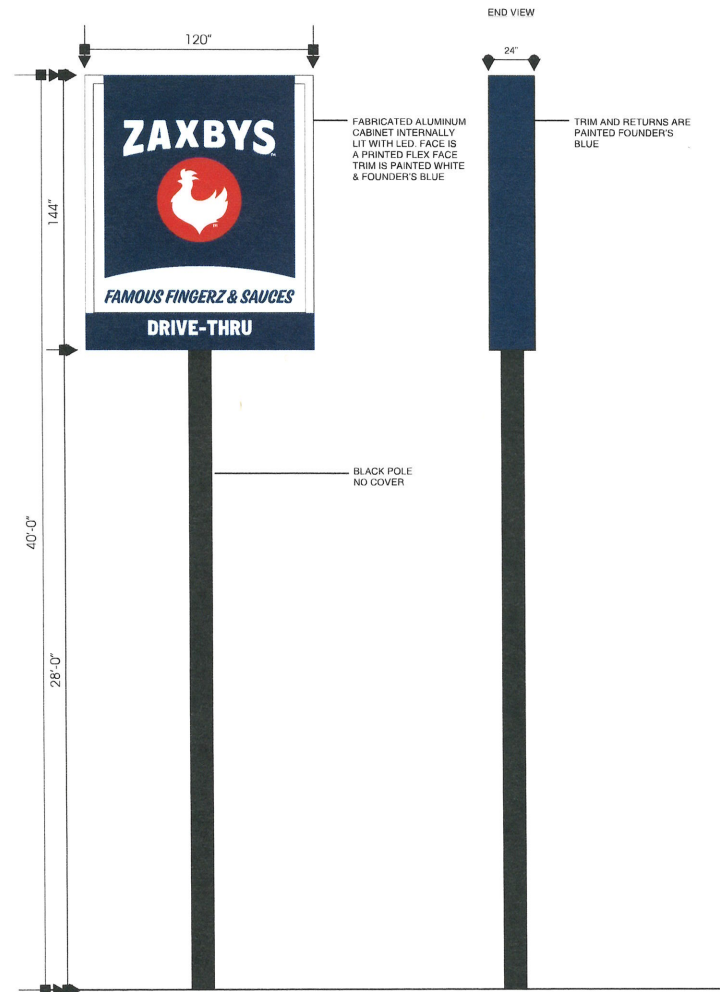
ZAXBY'S 56-SEAT CONCEPT PLAN GLUCKSTADT RD. MADISON, MS 39110



120 S/F 1198 GLUCKSTADT RD, GLUCKSTADT, MS.

Section 4, Item A)

TONGUE TORCH RED PMS 185 C CMYK 0 100 89 0 RGB 228 0 43 #E40028 RAL 3024 (LUMINOUS RED)	WHITE	FOUNDER'S BLUE PMS 282 C CMYK 100 72 0 73 RGB 4 33 66 #041E42 RAL 5013 (COBALT BLUE)
---	--------------	--





ELECTRICAL NOTES

(81) MODULES WHITE LED
-(58 WATT)

(1) 60W-12V LED DRIVER 1.2 AMPS

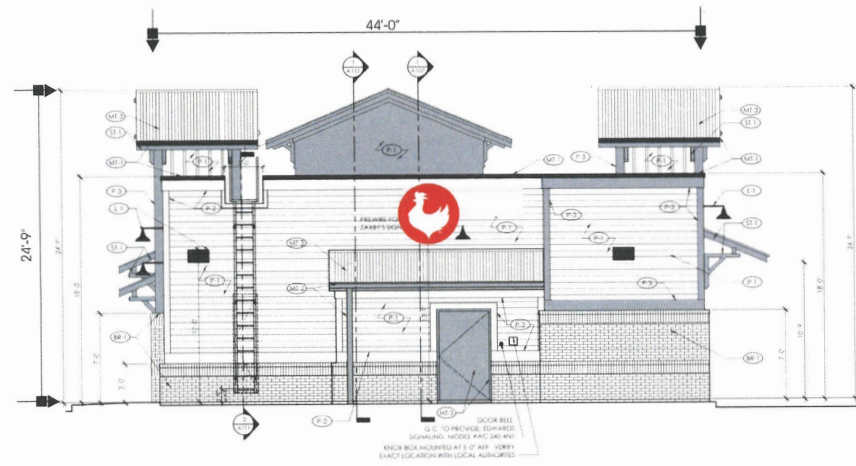
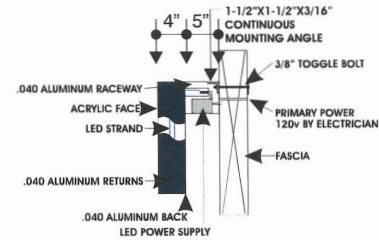
120V/1.2 AMPS

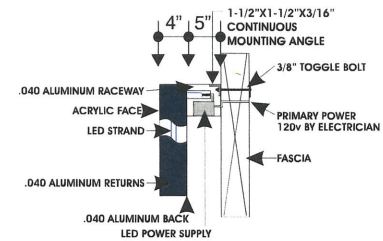
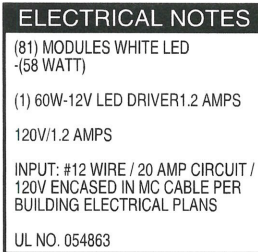
INPUT: #12 WIRE / 20 AMP CIRCUIT /
120V ENCASED IN MC CABLE PER
BUILDING ELECTRICAL PLANS

UL NO. 054863

NOTES:

- RACEWAY TO MATCH BUILDING
- LETTERING & LOGO WILL HAVE
BLACK RETURNS AND
BLACK TRIMCAP.

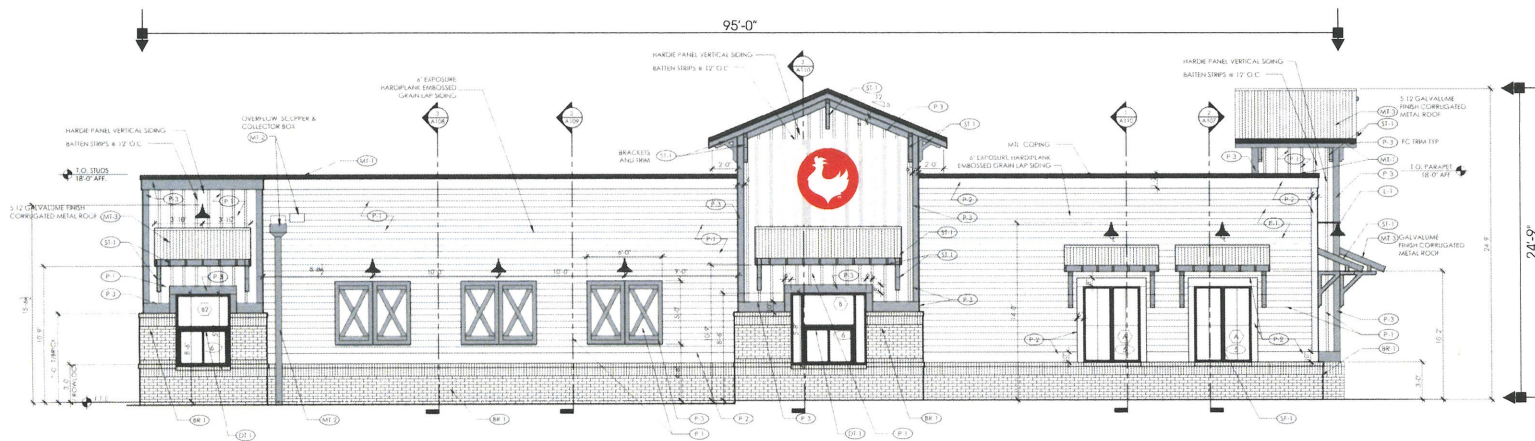


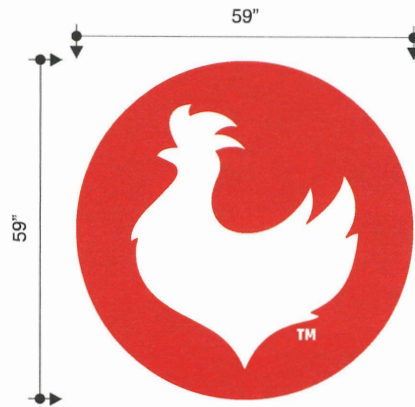


TONGUE TORCH RED
PMS 185 C
CMYK 0 100 89 0
RGB 228 0 43
#E4002B
RAL 3024 (LUMINOUS RED)

WHITE

NOTES:
-RACEWAY TO MATCH BUILDING
-LETTERING & LOGO WILL HAVE
BLACK RETURNS AND
BLACK TRIMCAP.





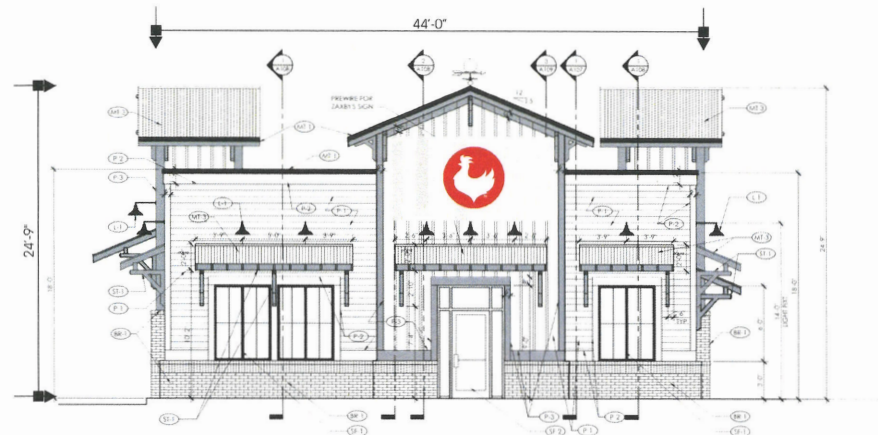
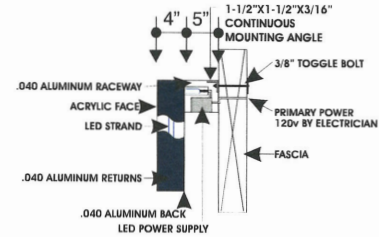
24.2 S/F

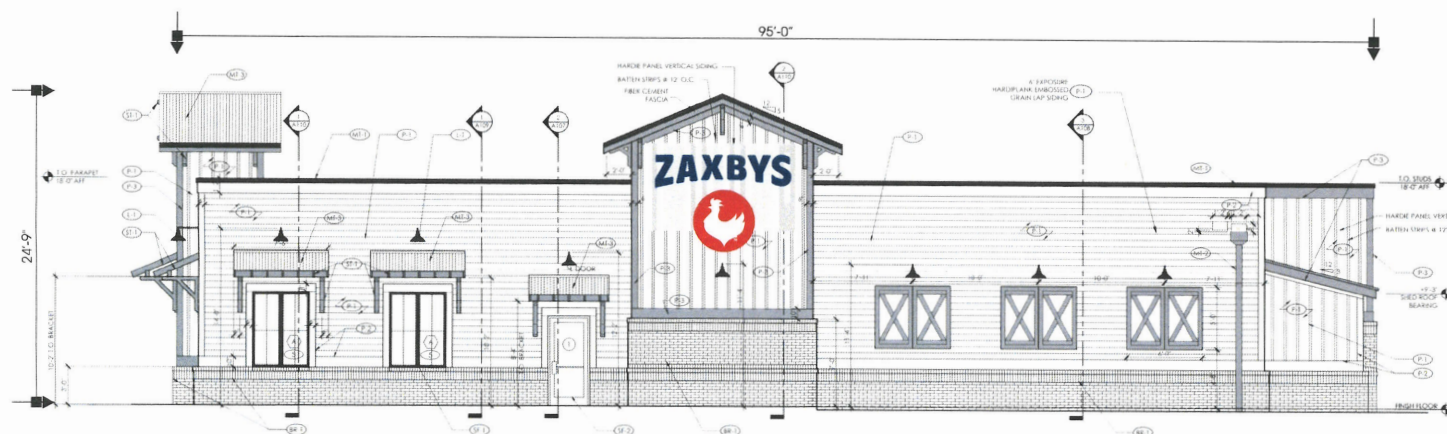
ELECTRICAL NOTES

(81) MODULES WHITE LED
-(58 WATT)
(1) 60W-12V LED DRIVER 1.2 AMPS
120V/1.2 AMPS
INPUT: #12 WIRE / 20 AMP CIRCUIT /
120V ENCASED IN MC CABLE PER
BUILDING ELECTRICAL PLANS
UL NO. 054863

NOTES:

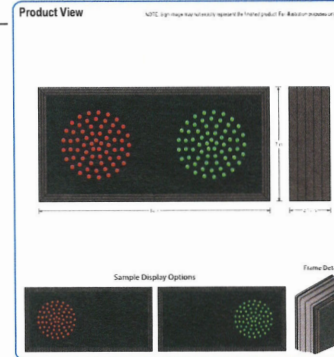
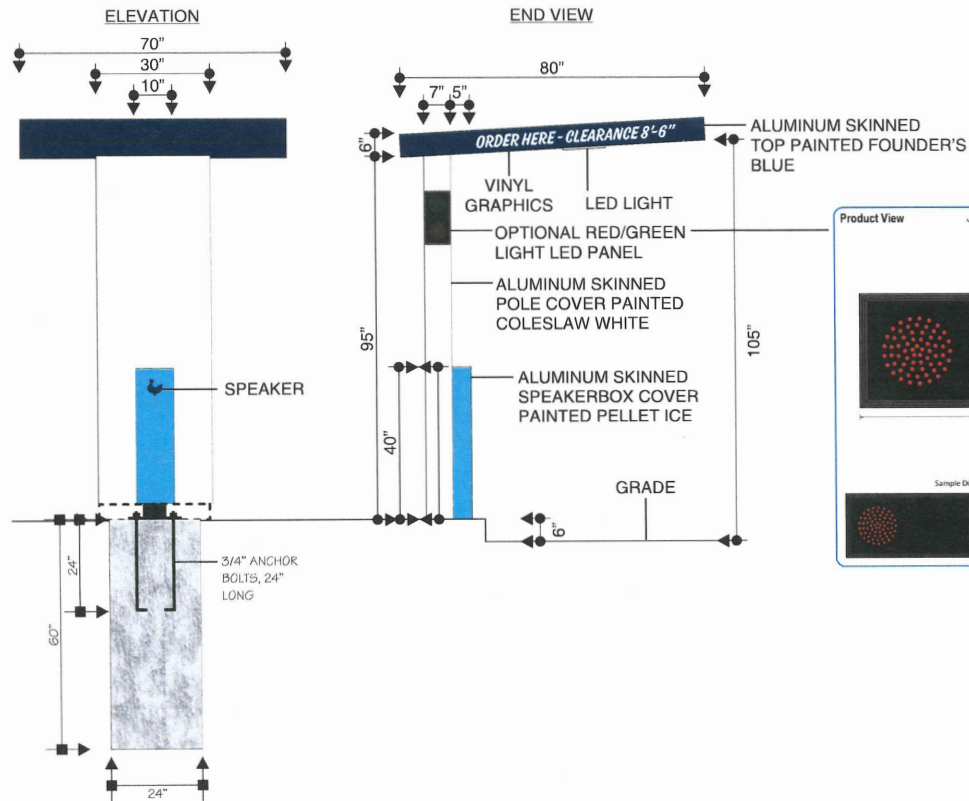
- RACEWAY TO MATCH BUILDING
- LETTERING & LOGO WILL HAVE
BLACK RETURNS AND
BLACK TRIMCAP





1198 GLUCKSTADT RD, GLUCKSTADT, MS.

Section 4, Item A)



PRODUCT ID: 10893
Outdoor Blank-out LED Direct-view Sign

MODEL
TCL714RG-225/120-277VAC

DIMENSIONS
7" H x 14" W x 2.5" D (est. 3.435 lbs)

CLASS
CLASS TCL Series
Control Method: Switch (not included) or external relay

CONSTRUCTION
Back Construction: 0.650" Lift-n-Shift Back
Cabinet: 1-piece, corrosion resistant, extruded aluminum frame, 2.5" deep
Face Material: 100% impact resistant, smoke-vented polycarbonate (3102)
Face: Single Faceted Sign
Finish: DuraGrip Brite
Mounting Channel: None

ELECTRICAL
Flashing: Not Included
Input Voltage: 120-277 VAC
Photofinishing: None
UL/ULC Listed: Listed for wet locations

MESSAGE
Illumination: Super bright direct view LEDs. Message blanks out when off.
Sign Messages: See message table below

UL US

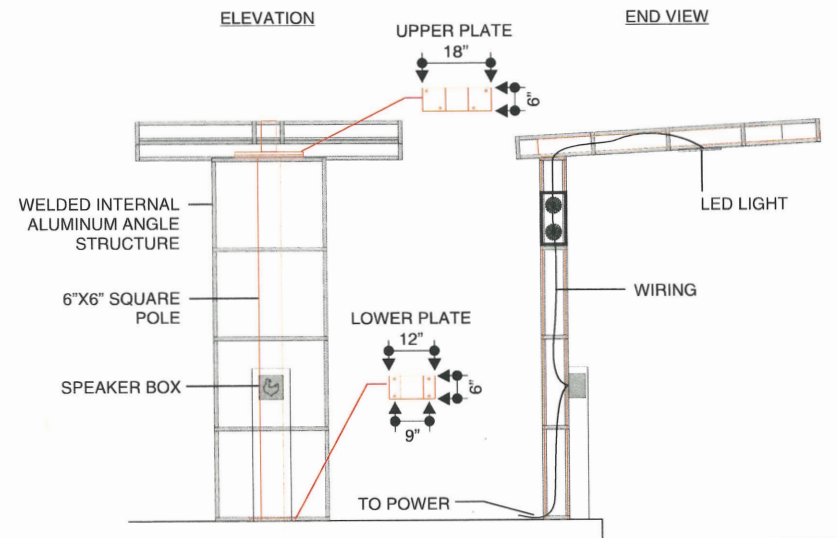
MESSAGE	LED/COLOR	HEIGHT	AMPS
Red Indicator Dot	Red Wide Angle LED	4.0"	1.004KVA
Green Indicator Dot	Green Wide Angle LED	4.0"	1.004KVA

NOTE: Above messages are independently controlled.

Signal-Tech
4985 Pittsburgh Ave.
Erie, PA 16509
Phone: (817) 547-9900
Fax: (814) 835-2300
Email: sales@signal-tech.com
Website: www.signal-tech.com

Copyright (C) 2013 Signal-Tech

WHITE	FOUNDER'S BLUE	PELLETICE BLUE
	PMS 282 C CMYK 100 72 0 73 RGB 4 33 66 #041E42 RAL 5013 (CORALY BLUE)	PMS 239 C CMYK 63 30 0 RGB 65 182 239 #41B8E5 RAL 236 70 30 (PITTSBURGH BLUE)



Parcel Details

Parcel number	082E-21-010/00.00
PPIN	23041
Owner's name	GGL PROPERTIES LLC
Physical street number	1198
Physical street name	GLUCKSTADT RD
Mailing address	201 THORNHILL DR
Mailing city	HATTIESBURG
Mailing state	MS
Mailing zip	39401
True Values	
Land	376360
Improvement	0
Total	376360
Assessed Values	
Total	56454
Legal description	IREG SHAPE LOT
Legal description 2	200.28X148.68X173X233.71X 300 FT
Legal description 3	OUT SE1/4 SW1/4 E OF HW 55
Township	08N
Range	02E
Section	21
Taxing District:	2GM
Taxing Exempt:	NO
Supervisor District	2
Municipality	GLUCKSTADT
School District	MADISON COUNTY
Special Assessment District	SOUTH MADISON COUNTY FIRE DIST

Deeds signed through 12/31/2023 and recorded by 1/7/2024

Book / Page / Date	
4275 / 481 / 2022-11-03	[View Deed]
473 / 751 / 2000-10-16	[View Deed]
366 / 91 / 1995-11-14	[View Deed]
302 / 325 / 1992-07-08	[View Deed]
239 / 465 / 1988-05-02	[View Deed]
	[Search By Legal Description]

Date 2022-11-03
Homestead NO

Available Maps

- 082E.PDF

Notice: Map files are very large and may take several minutes to download.

No Improvements For This Parcel

Return to Street Name Search

HELPFUL NUMBERS

Board of Supervisors	601-790-2590
Sheriff's Office	601-859-2345
Human Resources	601-855-5509
County Administrator	601-855-5502
Veteran Services	601-855-5518
Road Department	601-855-5670

REQUEST FOR REZONING APPLICATION

Subject Property Address: No street address. The property is the remaining portion of Madison County Tax Parcel No.: 082B-09-002/04.00 near intersection of Calhoun Station and Stout Road

Owner: Third Floor Investments, LLC **Applicant:** Bellamare Development, LLC

Address: 1855 Lakeland Drive, Suite G-12 **Address:** 1554 W. Peace Street
Jackson, MS 39216 Canton, MS 39046

Phone No. 601-209-9971 **Phone No.** 601-613-1188

Current Zoning District: Highway Commercial District (C-2)

Requested Change Special Use District (SU-1)

Requirements of Applicant:

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description
3. Site plan of property.
4. Identification of property owners within 160 feet of subject property
5. \$250.00 fee required for processing.

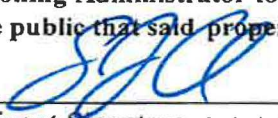
Criteria for Rezoning: *(Section 2406.03 Zoning Ordinance)*

- (a) Show proof that a mistake was made in the original zoning. "Mistake" in this context shall refer to a clerical or administrative error.
- (b) Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.


Applicant Signature Andy J. Clark, Counsel to Bellamare 4-1-25
Date

Property is under Contract and re-zoning is a condition
to Closing. See Contract attached to Petition
Property Owner Signature _____ Date _____



ANDY J. CLARK
 aclark@jcalawfirm.com

April 1, 2025

VIA HAND DELIVERY

City of Gluckstadt
 c/o William R. Hall, Planning and Zoning Director
 107 Lone Wolf Drive
 Gluckstadt, MS 39110

**RE: BELLAMARE DEVELOPMENT, LLC
 PETITION TO REZONE AND RECLASSIFY REAL PROPERTY
 MADISON COUNTY TAX PARCEL NOS: 082B-09-002/04.00**

Dear William:

I represent Bellamare Development, LLC ("Bellamare") in their Petition to Rezone and Reclassify Real Property. This property is on the east side Calhoun Station Parkway just south of its intersection with Stout Road in Gluckstadt and is known as Madison County Tax Parcel Nos: **082B-09-002/04.00** ("Subject Property").

Ferrous is seeking to rezone the Subject Property from its current designation as Highway Commercial District (C-2) to Special Use District (SU-1).

The Subject Property is currently owned by Third Floor Investments, LLC ("Third Floor") but is under contract to be purchased from Third Floor by Bellamare. The parties' respective addresses are as follows:


Third Floor Investments, LLC
 1855 Lakeland Drive, Suite G-12
 Jackson, MS 39216
 (601) 209-9971

Bellamare Development, LLC
 1554 W. Peace Street
 Canton, MS 39046
 (601)-613-1188

Please find Bellamare's Petition, and all relevant exhibits attached hereto, as well as this firm's check #9817 in the amount of \$250.00 for processing. I will provide you with a digital copy of the legal description for publishing under separate cover. I understand that this matter will be taken up by the City of Gluckstadt Planning & Zoning Commission on Tuesday, April 22, 2025, at 6:00 p.m.

I thank you for your consideration, and, as always, please feel free to contact me with any questions or concerns.

Sincerely,


 Andy J. Clark, Esq.
 One of Counsel for Petitioner

**BEFORE THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

**IN THE MATTER OF REZONING CERTAIN LAND SITUATED IN:
THE SW1/4 and NW1/4 OF SECTION 9, T8N-R2E
CITY OF GLUCKSTADT, MADISON COUNTY, MISSISSIPPI**

**MADISON COUNTY TAX PARCEL NO:
082B-09-002/04.00**

PETITIONER: BELLAMARE DEVELOPMENT, LLC

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

COMES NOW, Bellamare Development, LLC (“Petitioner”), by written permission of Third Floor Investments, LLC (“Third Floor”), owner of the hereinafter described land and property, and files this Petition with the Mayor and Board of Aldermen of the City of Gluckstadt, Mississippi to rezone and reclassify tract(s) or parcel(s) of land situated in the SW1/4 and NW 1/4 Section 9, Township 8 North, Range 2 East, City of Gluckstadt, Mississippi, (“the Subject Property”) and would show as follows:

1. Petitioner has written permission to file this Petition from Third Floor pursuant to that certain Contract of Purchase and Sale agreement (“Agreement”) as rezoning of the Subject Property is a condition to closing the Agreement. Please see the following Exhibits:

Exhibit “A” – Current Deed to Property vested in Third Floor

Exhibit “B” --Contract for the Sale and Purchase of Real Estate Lots and Land by and between Petitioner and Third Floor

Exhibit “C”—Legal Description and Survey Plat of the Property

2. Petitioner requests that the Subject Property be rezoned from its present Zoning District Classification of Highway Commercial District (C-2) to Special Use District (SU-1). An aerial photo/map depicting the Subject Property is attached hereto as **Exhibit “D”**.

3. The Subject Property is currently owned by Third Floor. See **Exhibits “A” & “D.”**

4. The Subject Property is currently zoned as Highway Commercial District (C-2) *See Exhibit "D"* attached hereto.

5. Petitioner is purchasing the Subject Property with the intent to develop, construct, maintain, own and operate an age-restricted, "self-contained community" for seniors as contemplated by Section 2600 of the Zoning Ordinance of the City of Gluckstadt (the "Ordinance"). *See Exhibit "E."* Specifically, Petitioner intends to develop, construct, maintain, own and operate an age-restricted, comprehensive residential retirement facility with amenities for the exclusive use of its senior residents, as permitted by Section 2602 (B) of the Ordinance. *Id.* A conceptual site plan/rendering is attached hereto as **Exhibit "F."**

6. Justification and public need:

- a. Petitioners intended use is a special use, which, because of its size, nature, and unique characteristics, does not fit compatibly in other zoning districts of the City of Gluckstadt. Such uses constitute a "self-contained community" with housing, dining/food service facilities, recreational uses, commercial-type outlets, and parking lots provided primarily for the benefit of its senior residents. As such, Petitioner's intended use falls squarely within the purpose of Special Use District (SU-1). *See Exhibit "E."*
- b. The Subject Property is directly adjacent to The Oaks Residence Luxury Assisted Living Facility ("The Oaks"), and will allow for seamless transition of the senior residents from one facility to the other as their individual lives and needs necessitate. The two properties and facilities will complement each other.

- c. There is a public need for this rezoning, and a public need for senior housing. Currently, the City of Gluckstadt does not have an age-restricted, “self-contained community” for seniors. Surveys show that seniors prefer to be as close as possible to their families. However, the only current alternatives are larger facilities—many of which have long waiting lists. Moreover, the proposed rezoning and proposed use of the Subject Property will create jobs and have a positive economic impact on the City of Gluckstadt, and Madison County.

7. The Land Use and Transportation Plan of Madison County, Mississippi depicts the Subject Property as “General/Indoor Commercial”—i.e. General Commercial District (C-1). As such, Special Use District (SU-1) is technically not in compliance with the Land Use and Transportation Plan of Madison County, Mississippi. However, for the reasons set forth immediately above in Paragraph 6 (a)-(c), such designation is the highest and best use of the Subject Property.

8. Petitioner is notifying the surrounding landowners owning property within 160 feet of the property described herein (excluding streets and highways), of the hearing date for this Petition by certified mail, return receipt requested. A list of the landowners and their addresses is attached as **Exhibit “G”**.

9. A *Notice of Hearing* to the surrounding landowners is attached as **Exhibit “H”**.

WHEREFORE, PREMISES CONSIDERED, Petitioner respectfully requests that this Petition be received, and after due consideration, the Mayor and Board of Aldermen of the City of

Gluckstadt, Mississippi will rezone and reclassify this property from its present designation of Highway Commercial District (C-2) to Special Use District (SU-1).

RESPECTFULLY SUBMITTED, this the 1st day of April, 2025.

Bellamare Development, LLC
Petitioner



Andy J. Clark

OF COUNSEL:

Andy J. Clark (MSB #102903)
JERNIGAN COPELAND ATTORNEYS, PLLC
Post Office Box 2249
Madison, Mississippi 39130-2249
T: (601) 427-0021
F: (601) 427-0051
aclark@jcalawfirm.com
Attorney for Petitioner

BOOK 3532 PAGE 390 DOC 01 TY W
INST # 825934 MADISON COUNTY MS.
This instrument was filed for
record 10/13/17 at 10:45:48 AM
RONNY LOTT, C.C. BY: RSK D.C.

Space Above Line for Official Use Only

Prepared by and return to:

Roger W. Williams
MS Bar No. 10298
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601.965.1900

300-
12th

GRANTOR:

Martin Meadowlands, LLC
P. O. Box 2175
Jackson, MS 39225-2175
Telephone: 601.213.0414

GRANTEE:

Third Floor Investments, LLC
1855 Lakeland Drive, Suite G-12
Jackson, MS 39216
Telephone: 601-209-9971

Indexing Instructions:

SW ¼ and NW ¼ of Section 9, Township 8N, Range 2E,
Madison County, Mississippi

WARRANTY DEED AND RIGHT OF FIRST REFUSAL

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid,
and other good, legal and valuable consideration, the receipt and sufficiency of which are hereby
acknowledged, the undersigned **MARTIN MEADOWLANDS, LLC**, a Mississippi limited
liability company (the "Grantor"), does hereby sell, convey and warrant unto **THIRD FLOOR
INVESTMENTS, LLC**, a Mississippi limited liability company (the "Grantee"), the following
land and property located and situated in Madison County, Mississippi, and being more
particularly described as follows, to-wit:



BOOK 3532 PAGE 391

SEE EXHIBIT A ATTACHED HERETO FOR THE LEGAL DESCRIPTION (the "Subject Property").

IT IS AGREED AND UNDERSTOOD that for the current year the Subject Property will be assessed as part of a larger tax parcel, and the taxes for the current year have been prorated as of this date on an estimated basis, with Grantee giving Grantor a credit for its estimated share of the taxes, and Grantor agreeing to pay the taxes for the entire tax parcel when due. When the taxes are actually determined, if the proration is incorrect, then Grantee agrees to pay to Grantor or its assigns any deficit on an actual proration. Likewise, Grantor agrees to pay to Grantee any overpayment on an actual proration.

This conveyance and the warranty herein contained are made subject to the following exceptions:

1. Ad valorem taxes for current and future years, not yet due and payable;
2. Any and all prior oil, gas and other mineral severances, reservations and conveyances of record;
3. Terms and conditions of that certain Utility Easement from Martin Meadowlands, LLC to Canton Municipal Utilities dated May 31, 2011 and recorded in Book 2684 at Page 276; and
4. Terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Martin Meadowlands, executed by and between Martin Meadowlands, LLC, and First Baptist Church, Ridgeland, Mississippi, dated December 30, 2016 and recorded on December 30, 2016 in Book 3430 at Page 278 and re-recorded on July 31, 2017 in Book 3505 at Page 651.

In addition to the exceptions above, Grantor excepts from the warranty contained herein that portion of the Subject Property referred to as "Prescription Right-of-Way" and consisting of approximately .3927 acres, more or less, as shown and set forth on the survey of McMaster & Associates, Inc., Job No. M-2498-1, dated July 6, 2017 (the "Survey"), a copy of which is

BOOK 3532 PAGE 392

attached hereto as Exhibit B and made a part hereof by reference. Grantor does hereby quitclaim and convey all of its right, title and interest to the Prescriptive Right-of-Way to Grantee.

Further, Grantor does hereby except from this conveyance and reserve unto itself, and its successors and assigns, non-exclusive, permanent utility easements along the boundaries of the Subject Property, said easements being twenty feet (20') in width along the southern, eastern and western boundaries and fifty feet (50') in width along the northern boundary (collectively, the "Utility Easement"). The location of the Utility Easement is more particularly shown on the Survey attached hereto as Exhibit B and made a part hereof by reference. The Utility Easement is for the benefit of Grantor, and its successors and assigns, and Grantor's remaining property commonly referred to as the "Martin Meadowlands" development. The Utility Easement may be assigned and conveyed by Grantor to other parties and may be used for the construction, maintenance and delivery of water, sewer, electricity, gas, cable, telephone and other utilities as may be necessary or convenient for the use or development of the Martin Meadowlands property and other property as may be owned by Grantor. Grantee shall have the right to use the surface and sub-surface of the area of the Utility Easement for any and all purposes which do not unreasonably interfere with Grantor's rights to the Utility Easement reserved herein.

RIGHT OF FIRST REFUSAL

For the consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Grantor grants to Grantee a right of first refusal (the "Right of First Refusal"), on the terms and conditions hereafter set forth, to purchase the property of Grantor located immediately adjacent to and south of the Subject Property, said property consisting of approximately 9.40 acres and being the same property described or labeled as "Lot D" on the

BOOK 3532 PAGE 393

drawing or map attached hereto as Exhibit C and made part hereof by reference (the "ROFR Property"). The Right of First Refusal shall automatically terminate, and be of no further force and effect, if not exercised by June 12, 2019. In the event Grantor desires to sell the ROFR Property prior to the termination of the Right of First Refusal, then Grantor shall first offer the ROFR Property to Grantee on the same terms, conditions and provisions as offered to Grantor in a bona fide offer from a third party. Grantor shall provide Grantee with a copy of the bona fide offer in writing, and Grantee shall thereupon have an option for a period of fifteen (15) days after receipt of such offer to elect to meet such offer upon strict compliance with the terms, conditions and provisions thereof. Such election to meet such offer must be exercised in writing and delivered to Grantor within said fifteen (15) day period. If Grantor does not receive such election by Grantee to meet the offer of the offeror within said fifteen (15) day period, then Grantor is permitted to complete the transaction in strict compliance with said offer by such offeror within ninety (90) days next following the expiration of said fifteen (15) day period, or a longer timer period if same is prescribed in the offer; provided, that if Grantor fails to so complete said transaction with such offeror within said period of ninety (90) days, or a longer period of time if same is prescribed in the offer, then the rights of Grantee hereinabove set forth shall be revived, until the automatic termination of the Right of First Refusal on June 12, 2019.

(Signature Pages Follow)

BOOK 3532 PAGE 394

WITNESS THE EXECUTION OF THIS INSTRUMENT BY GRANTOR, this the 11th
day of October, 2017.

GRANTOR:

MARTIN MEADOWLANDS, LLC
a Mississippi limited liability company

By: MEADOWLANDS MANAGEMENT, LLC
a Mississippi limited liability company
its Manager

By: [Signature]
W. Gary Hawkins, Manager

By: McCREERY FAMILY, LLC
a Mississippi limited liability
company, Manager

By: MJM Consulting Group, Inc.
a Mississippi corporation
manager

By: [Signature]
Mark J. McCreery
President

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said
county and state, on this 11th day of October, 2017, within my jurisdiction, the within
named **W. GARY HAWKINS**, 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 entity upon behalf which he acted, executed the above and
foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES 01/29/2021
5
STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 113000
ROGER W. WILLIAMS
Commission Expires
Jan. 29, 2021
MADISON COUNTY
LA181140691VTFNT010A.WD.doc

BOOK 3532 PAGE 395

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 11th day of October, 2017, within my jurisdiction, the within named **MARK J. McCREERY**, 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 entity upon behalf which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

MY COMMISSION EXPIRES



A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above the "NOTARY PUBLIC" text.
NOTARY PUBLIC

BOOK 3532 PAGE 396

EXHIBIT A
LEGAL DESCRIPTION

A parcel or tract of land, containing **15.3927 acres (670,504.37 Sq. Ft.)**, more or less, lying and being situated in the SW ¼ and the NW ¼ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Martin Meadowlands, LLC property as described in Deed Book 484 at Page 380 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW ¼ of said Section 9, T8N-R2E, Madison County, Mississippi, said point also being and lying at the SE corner of the above referenced Martin Meadowlands, LLC property; run thence

North 00 degrees 03 minutes 44 seconds West (North 00 degrees 11 minutes 21 seconds West-Grid Bearing-State Plane, Mississippi West Zone) along the Easterly boundary of said Martin Meadowlands, LLC property for a distance of 2,656.17 feet to an iron pin lying on the Southerly boundary of the Cotton Row Investors, LLC property as described in Deed Book 2079 at Page 657 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Martin Meadowlands, LLC property, run South 88 degrees 20 minutes 03 seconds West along the Southerly boundary of said Cotton Row Investors, LLC property, for a distance of 3.14 feet to the SW corner, thereof; thence

North 00 degrees 03 minutes 11 seconds West along the Westerly boundary of said Cotton Row Investors, LLC property for a distance of 315.24 feet to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

Continue North 00 degrees 03 minutes 11 seconds West along the Westerly boundary of said Cotton Row Investors, LLC property and the extension, thereof, for a distance of 958.61 feet to an iron pin lying on the Southerly boundary of Stout Road, as it existed in July, 2017; thence

Continue North 00 degrees 03 minutes 11 seconds West for a distance of 29.88 feet to a nail lying on the Northerly boundary of said Martin Meadowlands, LLC property; thence

South 89 degrees 36 minutes 18 seconds West (South 89 degrees 28 minutes 41 seconds West-Grid Bearing-State Plane, Mississippi West Zone) for a distance of 624.35 feet to a nail; thence

Leaving said Northerly boundary of said Martin Meadowlands, LLC property, run South 14 degrees 16 minutes 04 seconds West for a distance of 25.44 feet to an iron pin lying on the Southerly boundary of said Stout Road, said point also lying on the Easterly boundary of the Madison County, Mississippi property as described in Deed Book 2566 at Page 759 of the Records of said Madison County, Mississippi; thence

Along the Easterly boundary of said Madison County, Mississippi property to points at each of the following calls;

Continue South 14 degrees 16 minutes 04 seconds West (South 13 degrees 57 minutes 01 seconds West-Deed) for a distance of 201.28 feet to a concrete monument; thence

BOOK 3532 PAGE 397

South 00 degrees 09 minutes 38 seconds East (South 00 degrees 28 minutes 41 seconds East-Deed) for a distance of 350.00 feet to a concrete monument; thence

South 89 degrees 50 minutes 22 seconds West (South 89 degrees 31 minutes 19 seconds West-Deed) for a distance of 15.00 feet to a concrete monument lying on the Easterly boundary of the Madison County, Mississippi property as described in Deed Book 2380 at Page 63 of the Records of said Madison County, Mississippi; thence

South 00 degrees 09 minutes 38 seconds East (South 00 degrees 28 minutes 41 seconds East-Deed) along the Easterly boundary of said Madison County, Mississippi property, for a distance of 414.41 feet to an iron pin; thence

Leaving the Easterly boundary of said Madison County, Mississippi property, run East for a distance of 693.99 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

BOOK 3532 PAGE 398

EXHIBIT B
SURVEY

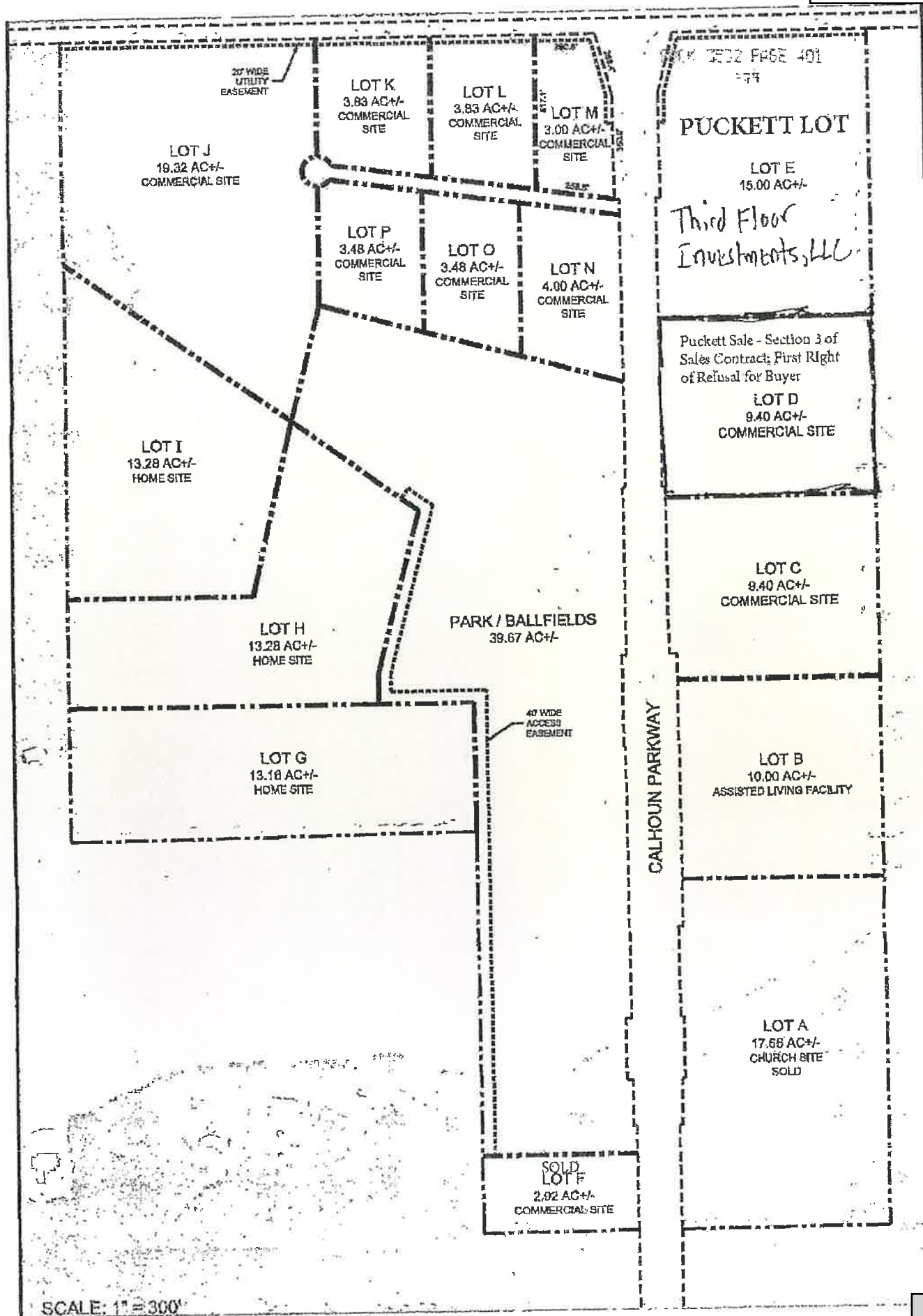
(See Attached)



BOOK 3532 PAGE 400

EXHIBIT C
DRAWING OF ROFR PROPERTY

(See Attached)





CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE LOTS AND LAND

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS nor any member thereof shall be liable to any party or person for its contents or use, if any party to this transaction does not fully understand it, or has any questions, the party should seek advice from a competent legal professional before signing.

1. **1. PARTIES.** Buyer Bellamere Development LLC + Assigns
2. Seller Third Floor Investments LLC
3. Buyer agrees to buy and Seller agrees to sell the herein described property on the terms and conditions set forth herein.
4. **2. PROPERTY.** Description: See attached Tract B
- 5.
- 6.
7. (street address, if available) Gluckstadt 39110 in Madison County, MS.
8. (city) (zip code) (county)
9. The Property is further described as tax parcel(s)/PPIN # 082B-99-002/04.00
10. in the public records of the county within which the property is located, the exact legal description to be determined by survey (if
11. agreed). Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences,
12. wells, etc. Prior to Closing, Seller may remove only the following (if any, insert description here):
- 13.
- 14.
- 15.
16. **Mineral Rights:** Seller will transfer ☒ ANY ☐ NONE ☐ OTHER _____ (%) of mineral rights
17. which it possesses in the real property to the Buyer(s).
18. **3. PURCHASE PRICE.** Buyer agrees to pay a purchase price of \$ ("Purchase
19. Price") by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(f), or such
20. form as is approved in writing by Seller.
21. **4. EARNEST MONEY. (SELECT ONE):**
22. ☐ Buyer has tendered the sum of \$ as Earnest Money to ☒ [CHECK ONE] ☐ Selling Broker
23. ☐ Listing Broker who shall be fully responsible for said Earnest Money at all times. Responsible Broker shall hold Earnest
24. Money until a binding Contract is entered into OR until such time as negotiations fail to result in a binding Contract, in which case
25. the Earnest Money shall be promptly returned to Buyer. Upon entry of the parties into a binding Contract, said Broker shall deposit
26. the Earnest Money into a federally insured trust account by the close of business of the next banking day following the Effective
27. Date of the Contract, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the
28. transaction.
29. ☒ Buyer has not tendered Earnest Money. Buyer will tender by the end of the next banking day following the Effective Date (as
30. defined in Section 9(D)) of this Contract a sum of \$ as Earnest Money to ☒ [CHECK ONE] ☐ Listing
31. Broker ☐ Buyer's Broker, who shall deposit it into a federally insured trust account by the close of business of the next banking
32. day, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the transaction. Buyer
33. shall hold Seller and all Brokers and Salespersons harmless from all claims for damage arising out of or relating to
34. fraudulent or negligent acts of third parties involved with or handling implementation of electronic transfers of Earnest
35. Money. Buyer's failure to tender said sum by the end of the next banking day following the Effective Date shall constitute a material
36. breach hereof and terminate the Contract unless Seller agrees in writing to extend the time for Buyer to tender Earnest Money and
37. Buyer thereafter timely tenders said Earnest Money. Failure of Buyer to timely tender Earnest Money by the deadline as extended
38. shall terminate the Contract.
39. ☐ See attached Earnest Money Escrow Agreement/Addendum.
40. Any Earnest Money delivered to a non-broker licensee shall immediately be delivered to the Broker responsible for the Earnest
41. Money deposit. In the event any Earnest Money check is dishonored by the bank on which it is drawn, Broker shall immediately
42. notify all parties involved. Should the transaction be terminated prior to Closing through no breach of Buyer, Broker shall return the
43. Earnest Money to Buyer when Buyer is rightfully entitled to it, allowing a reasonable time for clearance of any Earnest Money
44. check. Should the transaction be terminated prior to Closing by reason of Buyer's default and the Seller be entitled to the Earnest
45. Money by virtue of Section 10 hereof, Broker shall deliver the Earnest Money to Seller. In the event of uncertainty as to the proper
46. disposition of Earnest Money, Broker shall interplead the funds in the appropriate court. In the event of interpleader, Buyer and
47. Seller consent to (i) the filing of same by Broker; (ii) jurisdiction in the county where the property, or any part of it, lies; (iii) entry of

Page 1 of 6



Copyright ©2014 by Mississippi Association of REALTORS®
71 - Contract for the Sale and Purchase of Real Estate - Lots & Land

Lee Hocking Realty, Inc., P.O. Box 28 Madison MS 39110
Lee Hocking

Printed with HP/Printed by 26/Leigh 11070 Pines Mills Road, Fowoy, Michigan 48068 www.mla.org

Phone (601) 234-2000

Fax (601) 234-2240

Rev. Date 10/2014a

3rd. Anne Collins



48. an order discharging Broker upon deposit of the funds into court; and (iv) deduction against or reimbursement to Broker from the
 49. money interplead of all costs necessitated by the filing of the interpleader action, including reasonable attorney's fees, service of
 50. process fees and court costs.

51. **5. CONTINGENCIES.**

52. (A) **Loan.** ☒ **Applicable** ☐ **Not Applicable [Check One]:**

53. If applicable, Contract is contingent upon Buyer(s) being approved for a new loan of the type indicated above sufficient to close,
 54. provided that Buyer(s) make(s) application in proper form within five (5) business days after the Effective Date of the Contract,
 55. diligently and timely pursues the same in good faith, executes all documents and furnishes all information required by the lender
 56. processing the application, and makes timely payment of all costs of obtaining loan approval. Seller may request, and Buyer agrees
 57. to provide, written documentation from the lender confirming timely application. Failure of the Buyer(s) to make timely application
 58. for the type of loan specified or to provide written documentation when requested shall entitle Seller(s), at Seller's(s') option, to (a)
 59. excuse the failure in writing and proceed with the transaction, in which case this contingency remains in force; OR (b) give written
 60. Notice of intent to terminate contract if Buyer(s) does/do not make timely application within five (5) business days from the date of
 61. Notice, in which case Seller(s) may terminate Contract and receive any Earnest Money if Buyer(s) fail(s) to make timely application
 62. by close of business on the fifth (5th) business day; OR (c) terminate the Contract and receive any Earnest Money and seek any other
 63. remedies available under Section 10 hereof. Should Buyer(s) not receive approval of a loan of the type indicated above, not elect to
 64. terminate (and receive refund of Earnest Money) and elect to seek financing of a different type, Seller(s), at Seller's(s') option, may
 65. (a) consent in writing to the new loan type and proceed with the transaction, in which case this contingency remains in force; OR (b)
 66. consent in writing to the new loan type on the condition that Buyer(s) agree(s) to waive this loan contingency and any Earnest
 67. Money deposit becomes non-refundable; OR (c) terminate the Contract and receive any Earnest Money.

68. (B) **Appraisal.** ☒ **Applicable** ☐ **Not Applicable [Check One]:**

69. If applicable, Property must appraise at or above Purchase Price or Buyer(s) shall not be obligated to complete the purchase of the
 70. Property and all Earnest Money shall be refunded to Buyer(s), except when Buyer(s) have failed to secure a timely appraisal in good
 71. faith. Failure of Buyer(s) to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.

72. (C) **Acceptance in Current Condition.** Buyer(s) has/have inspected the property and find(s) same to be in satisfactory condition
 73. and accepts same in its current condition. Buyer(s) acknowledge(s) that neither Seller(s) nor Listing Broker nor Selling Broker or
 74. salespersons associated with this transaction have made any warranty, express, implied or otherwise, as to the Property, except such
 75. express warranties as the parties agree to in writing attached hereto, which shall survive Closing.

76. (D) **Final Walk-Through Inspection.** Buyer retains the right to perform a Final Walk-Through Inspection of the Property prior to
 77. Closing to verify the terms of the Contract have been fulfilled, there are no material changes to the Property, and to confirm that
 78. Seller's removal of personal property, if any, is complete and has not damaged the Property. Seller shall provide unlimited access
 79. to the Property for the Final Walk-Through Inspection.

80. (E) **Pre-Closing Loss.** In the event of damage to the Property before Closing by virtue of causes beyond the parties' control, such
 81. as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon thereafter as
 82. reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:

83. (1) cancel this contract and be entitled to the return of earnest money deposits; OR

84. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; OR

85. (3) seek to reach suitable agreement with Seller(s) as to repair, extension of the Closing date and/or other adjustments to the
 86. Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after
 87. election by Buyer(s) to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle
 88. Buyer(s) to the return of earnest money deposits.

89. **6. CLOSING.**

90. (A) **Deadline to Close.** Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59
 91. p.m. (CST) on the _____ day of _____, _____ (the "Closing Date") or on such earlier date as agreed to by the
 92. parties in writing.

93. (B) **Title And Conveyance.** At Closing, Seller shall execute a(n): ☒ **General Warranty Deed** ☐ **Special Warranty Deed**
 94. ☐ **Assignment of Lease** ☐ **Quitclaim Deed** vesting title to the Property in (write names clearly):

95. _____ ;
 96. Seller(s) shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special
 97. assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not
 98. specifically assumed by Buyer(s) herein. Title shall be good, marketable and insurable, subject only to the following items recorded
 99. in the Chancery Clerk's Office(s) wherein Property is located: easements without encroachments, applicable zoning ordinances,
 100. protective covenants and prior mineral reservations; otherwise Buyer(s), at their option, may (A) if defects cannot be cured by



101. designated Closing Date, terminate this Contract and receive a refund of their Earnest Money; (B) seek suitable amendment of this
 102. Contract whereby Seller(s) may cure such defects at Seller's(s') expense and, if no agreement is reached, terminate this Contract and
 103. receive a refund of their Earnest Money; or (C) accept title as is and proceed to Closing. Should Buyer(s) incur any expense
 104. confirming title which is revealed to be deficient and incurable prior to Closing, Seller(s) shall reimburse Buyer(s) for the cost of any
 105. title examination and/or title commitment and any other relief under Section 10 of this Contract.
 106. (C) **Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees,
 107. if any, are to be prorated as of the Closing Date for the year of the sale. Any unused propane shall be determined as of Closing, the
 108. cost thereof paid current, and prorated between Buyer and Seller as of the Closing Date.
 109. (D) ☐ [CHECK IF APPLICABLE] **Seller Contribution at Closing.** At Closing, Seller will pay up to \$ _____
 110. to offset total Closing expenses. Seller's contribution does not include any prorated items, charges or fees payable by Seller under
 111. any other provision of this Agreement or under any separate agreement.
 112. (E) **Possession.** Possession shall be delivered to Buyer(s) (Check One):
 113. ☒ Upon completion of Closing and full funding
 114. ☐ By separate Pre- or Post-Closing Possession Addendum/Amendment attached and made a part of this Contract
 115. **7. DISCLOSURES.**
 116. (A) **Multiple Listing Service ("MLS").** The parties authorize disclosure of sales data to the MLS United
 117. Multiple Listing Service.
 118. (B) **Equal Housing Opportunity.** In accordance with the federal Fair Housing Act, it is illegal to block bust or to discriminate
 119. against any person because of race, color, national origin, religion, sex, familial status or disability in the sale or rental of housing or
 120. residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage
 121. services.
 122. (C) **Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan
 123. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage
 124. company to release any information pertinent to the mortgage secured by the Property to foresaid brokers or salespersons and the
 125. closing attorney.
 126. (D) **Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of money
 127. (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based upon
 128. electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know and
 129. trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your real
 130. estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of funds
 131. without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or email
 132. addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
 133. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
 134. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, you
 135. acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing
 136. attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any
 137. and all other damages relating to conduct of third parties influencing implementation of wire transfers.
 138. **8. BROKERS AND SALESPERSONS.**
 139. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:
 140. Buyer's Brokerage: _____ Buyer's Agent: _____
 141. Buyer's Brokerage Address: _____
 142. Buyer's Brokerage License No.: _____ Buyer's Agent License No.: _____
 143. Buyer's Brokerage Phone: _____ Buyer's Agent Phone: _____
 144. Buyer's Brokerage Email: _____
 145. Listing Brokerage: _____ Listing Agent: _____
 146. Listing Brokerage Address: _____
 147. Listing Brokerage License No.: _____ Listing Agent License No.: _____
 148. Listing Brokerage Phone: _____ Listing Agent Phone: _____
 149. Listing Brokerage Email: _____
 150. (B) **Agency Relationship. (Check One):**
 151. ☒ The Listing Brokerage and its salespersons represent the Seller(s) as their Client(s). The Buyer(s) is/are unrepresented and is/are
 152. the customer(s).
 153. ☐ The Listing Brokerage and its salespersons represent the Seller(s). The Buyer's Brokerage and its salespersons represent the
 154. Buyer(s).



155. ☐ The Listing Brokerage and its salespersons represent both Seller(s) and Buyer(s) as dual agents by mutual agreement and all
 156. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Brokerage.
 157. ☐ The Buyer's Brokerage and its salespersons represent the Buyer(s). The Seller(s) is/are unrepresented and is/are the customer(s).
 158. (C) Compensation. The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement,
 159. buyer agreement or any other agreement. If Broker(s) collect(s) this Compensation or any part thereof through legal action, the
 160. defaulting party agrees to pay resulting court costs and attorney fees. Compensation is deemed earned, due and payable upon
 161. execution of this Contract, though Broker(s) agree(s) to accept payment at Closing as an accommodation to the parties.

162. (a) Seller(s) and Buyer(s) acknowledge that fees paid to Brokerages are not set by law, are fully negotiable, and offers of
 163. compensation, if made, are not blanket, unconditional or unilateral. The parties authorize delivery of a copy of this
 164. Agreement to Closing agent. The parties authorize and instruct Closing agent to disburse any payments due to Brokerages
 165. directly out of sale proceeds.

166. (b) Buyer's Brokerage Compensation. (CHECK ONE):

167. ☐ Not Applicable
 168. ☐ There is no Buyer's Brokerage Compensation.
 169. ☐ Buyer(s) shall pay all Buyer's Brokerage Compensation by separate agreement.
 170. ☐ Seller and/or Listing Brokerage shall offset Buyer's obligation to pay Buyer's Brokerage by paying the following
 171. (CHOOSE ALL THAT APPLY):

172. Paid upon Closing by Seller(s):

173. ☒ % of Gross Sales Price

174. ☐ \$

175. Paid upon Closing by the Listing Brokerage from compensation received from Seller(s) under separate
 176. agreement:

177. ☐ % of Gross Sales Price

178. ☐ \$

179. Buyer(s) warrant(s) that the total Compensation paid to Buyer's Brokerage from all sources does not exceed that
 180. authorized by Buyer's(s') agreement with Buyer's Brokerage.

181. (D) No Reliance; Release. Seller(s) and Buyer(s) acknowledge that neither them, nor their agents, have relied upon any statement,
 182. representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any
 183. aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal
 184. considerations, liability, size, square footage or condition of the Property, presence or lack thereof of UFFI insulation, presence or
 185. lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous or present flooding, flood zones, flood insurance, history of
 186. title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of mold or other toxic
 187. substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes,
 188. names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. By
 189. signing this Contract, Buyer(s) and Seller(s) acknowledge receipt of this disclosure and agree to hold the brokerages, their
 190. agents and the designated title company or closing attorney harmless from all claims arising out of or pertaining in any way
 191. to any representations in this section.

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

194. 9. GENERAL.

195. (A) Agreement Complete. This Contract incorporates all prior agreements between the parties, contains the entire and final
 196. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,
 197. conditions, oral statements, warranties or representations not herein contained.

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

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

200. (D) Effective Date. For purposes of this Contract the Effective Date is the date the last necessary party signs and delivers a copy
 201. thereof to the other party or their agent.

202. (E) Survival Of Contract. All express representations, warranties and covenants shall survive termination of the Contract or
 203. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.



204. (F) Time Is Of The Essence. Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in
205. performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this
206. Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by
207. no more than the actual number of days of delay necessitated by such law or regulation.

208. (G) Notices. Any notices required to be delivered under this Contract shall be hand-delivered to the recipient or recipient's agent or,
209. at sender's option, emailed to the Email address below. Emailed notices shall be deemed delivered as of the date transmitted.

210. Seller's(s') email: _____

211. Listing Agent email: _____

212. Buyer's(s') email: _____

213. Buyer's(s') Agent email: _____

214. 10. BREACH. In the event of a default by either party under this Contract, the non-breaching party shall have the right to receive
215. from Escrow Agent the Earnest Money paid under Section 4 of this Contract, to be a credit against any other damages, in addition to
216. such other remedies as it may have under applicable law including, but not limited to, specific performance.

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

218. _____

219. _____

200. _____

201. Buyer to have 90 days due diligence to perform any studies he deems necessary.

202. _____

203. _____

204. _____

205. _____

206. _____

207. _____

208. _____

209. _____

210. _____

211. _____

212. _____

213. _____

214. _____

215. _____

216. _____

217. _____

218. _____

219. _____

220. _____

221. _____

222. _____

223. _____

224. _____

225. _____

226. _____

227. _____

228. _____

229. _____

230. _____

231. _____

232. _____

233. _____

234. _____

235. _____

236. _____

237. _____

238. _____

239. _____



244. **Direct Agency Confirmation**

- | | |
|------|--|
| 245. | Pre-Closing Repair/Improvement Addendum |
| 246. | First Right of Refusal Addendum |
| 247. | Pre-Closing Possession Addendum/Amendment |
| 248. | Post-Closing Possession Addendum/Amendment |

- ☐ Option Agreement
☐ Back-Up Contract Addendum
☐ FHA/VA/HUD Addendum
☐ Other

250. Signed this the 29 day of January, 2025 at 12:15 ☐ a.m. ☒ p.m. and a copy hereof

251. BUYER Bellamy Development LLC

BUYER

252 Phon:

fibrous:

253. The foregoing offer is accepted this the 31 day of January, 2015, at 7:30 ☒ a.m. ☐ p.m.

255. SELLER

SELLER

256 Phytol

76000:

257. The Sellers have countered this offer subject to the terms of the attached Counter Offer No. _____ this the _____
 258. day of _____, _____, at _____ ☐ a.m. ☐ p.m., and a copy hereof received:

259. SELLER

SELLER

260. The Sellers have received a copy of this offer and rejected same and make no counter offer this the _____ day of _____, _____, at _____ ☐ a.m. ☐ p.m., and a copy of this rejection has been delivered to Buyer(s).

263. SELLER

SELLER

264. The foregoing offer is accepted as a Back-Up Contract per the terms of the attached Back-Up Contract Addendum, and a copy
265. hereof (with addendum) received this _____ day of _____, 20____, at _____, ☐ a.m. ☐ p.m.
266. SETTLED

266. SELLER

SELLER

NOTE: Buyer(s) must sign Back-Up Contract Addendum within twenty-four (24) hours of date above or Seller's acceptance of offer is null and void and is deemed rejected.



MREC Agency Disclosure Form A

WORKING WITH A REAL ESTATE BROKER

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

Approved 05/14/2024 by
MS Real Estate Commission
P. O. Box 12685
Jackson, MS 39236

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships. Several types of relationships are possible, and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction. The purpose of this Agency Disclosure form is to document an acknowledgement that the consumer has been informed of various agency relationships which are available in a real estate transaction. For the purposes of this disclosure, the term Seller and/or Buyer will also include those other acts specified in Section 73-35-3(1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A property Seller can execute a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the Seller in securing a Buyer. A licensee who is engaged by and acts as the agent of the Seller only, is a Seller's Agent. A Seller's agent has the following duties and obligations:

- To the Seller: The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- To the Buyer and Seller: A duty of honesty and fair dealing.

BUYER'S AGENT

A Buyer may contract with an agent or firm to represent him/her. A licensee who is engaged in a Buyer Agency Agreement as the agent of the Buyer only is known as the Buyer's Agent in purchasing a property. A Buyer's Agent has the following duties and obligations:

- To the Buyer: The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- To the Seller and Buyer: A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate licensee or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both the Seller and Buyer. As a Disclosed Dual Agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A Disclosed Dual Agent has all the fiduciary duties to the Seller and Buyer that a Seller's agent or a Buyer's agent has except the duties of full disclosure and undivided loyalty.

- A Disclosed Dual Agent may not disclose:
- To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
 - To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
 - The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
 - That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE: UNREPRESENTED "CUSTOMER"

"Customer" shall mean a person not represented in a real estate transaction. It may be the Buyer, Seller, Landlord or Tenant. A Buyer may decide to work with a firm that is acting as the agent for a Seller (a Seller's Agent or Subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the Buyer properties as a Seller's Agent or as a Subagent working on the Seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer. Regarding the price and terms of an offer, the Seller's Agent will ask you (the Customer) to decide how much to offer for the property and upon what conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision. The Seller's Agent will present to the Seller any written offer that you ask them to present. You should not disclose any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying) because the Seller's Agent would be required to tell all such information to the Seller. As a Customer dealing with a Seller's Agent, you might desire to obtain the representation of an attorney, another real estate licensee, or both.

THIS IS NOT A CONTRACT, THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Broker or Salesperson has informed me that real estate brokerage services may be provided to me as a:

- ☐ Client (The Licensee is my Agent. I am the Seller or Landlord.)
☐ Client (The Licensee is my Agent. I am the potential Buyer or Tenant.)
☐ Client (All Licensees of the Brokerage Firm may become Disclosed Dual Agents.)
☒ Customer (The Licensee is not my Agent.)

****Use "Customer signature" space, below****

By signing below, I acknowledge that I received this informational document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction.

(Client signature) _____ (Date) _____

(Licensee signature) _____ (Date) _____

(Customer signature)  1-29-25 (Date)

(Client signature) _____ (Date) _____

(Licensee Brokerage) _____

(Customer signature) _____ (Date) _____

LICENSEES: Provide a copy of this disclosure acknowledgement form to all signatories and retain signed original for your files.

MREC Rev. 05/14/2024

Legal Description
Tract B

A parcel or tract of land, containing 5.00 acres, more or less, lying and being situated in the SW ¼ and the NW ¼ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW ¼ of said Section 9, T8N-R2E, Madison County, Mississippi and run thence North 00 degrees 15 minutes 21 seconds West for a distance of 2,971.32 feet to ¼" iron rebar found marking the southeast corner of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi; thence run North 00 degrees 11 minutes 16 seconds West for a distance of 313.83 feet to ¼" iron rebar set marking the Point of Beginning of the tract herein described:

From the Point of the Beginning thence run South 89 degrees 51 minutes 57 seconds West for a distance of 694.58 feet to ¼" iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 100.58 feet to ¼" iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 89 degrees 42 minutes 19 seconds East, along said right-of-way line, for a distance of 15.00 feet to ¼" iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 217.08 feet to ¼" iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence leave said right-of-way line and run North 89 degrees 48 minutes 46 seconds East for a distance of 680.17 feet to ¼" iron rebar set; thence run South 00 degrees 11 minutes 16 seconds East for a distance of 318.32 feet back to the Point of Beginning.

Prepared by:

Colin L. Baird
Baird Engineering, Inc.
Clinton, Mississippi





Legal Description
Tract B

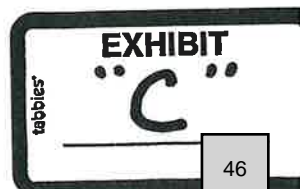
A parcel or tract of land, containing 5.00 acres, more or less, lying and being situated in the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW $\frac{1}{4}$ of said Section 9, T8N-R2E, Madison County, Mississippi and run thence North 00 degrees 15 minutes 21 seconds West for a distance of 2,971.32 feet to $\frac{1}{2}$ " iron rebar found marking the southeast corner of the Third Floor Investments, LLC property as described in Deed Book 3532 at Page 390 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi; thence run North 00 degrees 11 minutes 16 seconds West for a distance of 313.83 feet to $\frac{1}{2}$ " iron rebar set marking the Point of Beginning of the tract herein described:

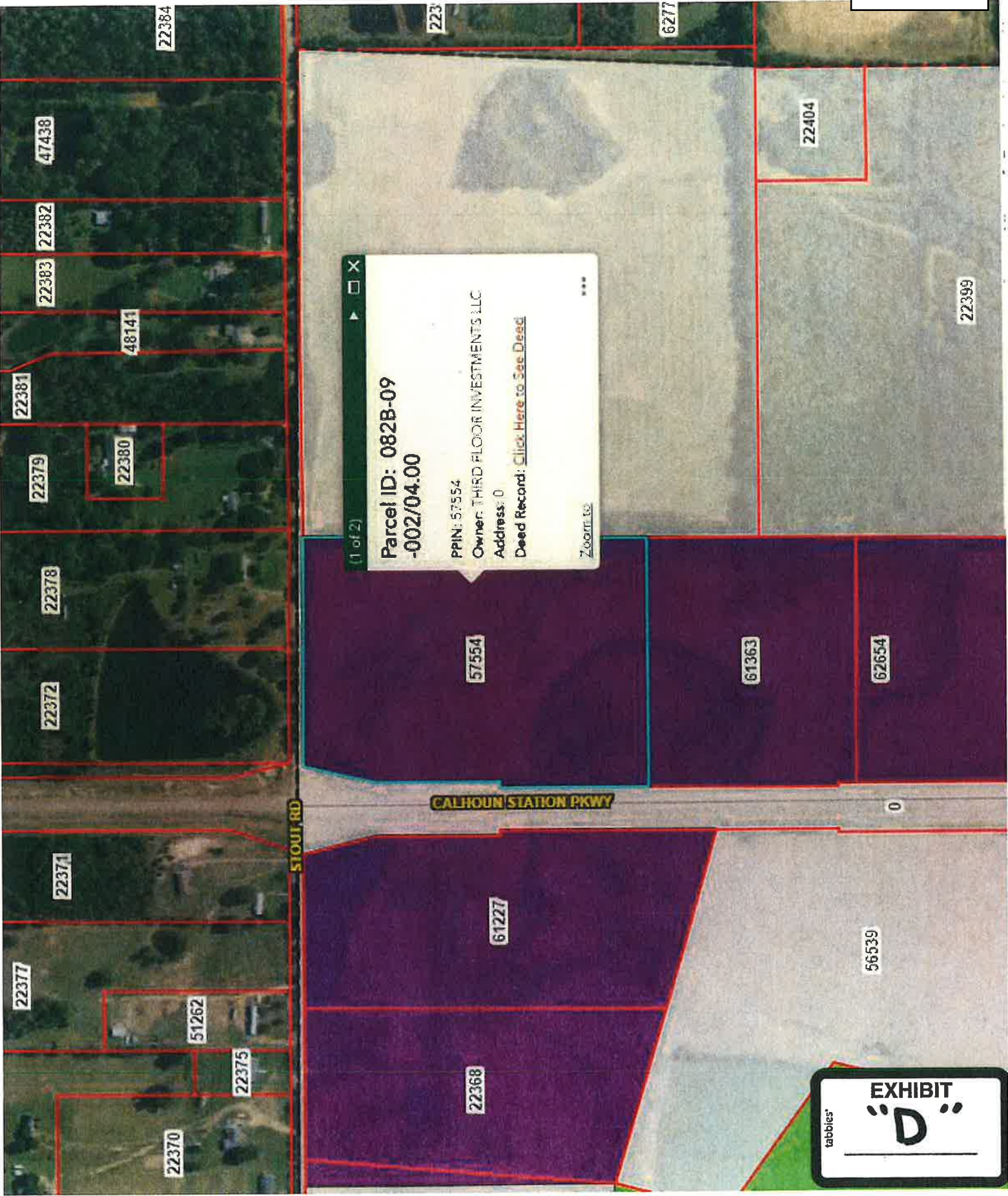
From the Point of the Beginning thence run South 89 degrees 51 minutes 57 seconds West for a distance of 694.58 feet to $\frac{1}{2}$ " iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 100.58 feet to $\frac{1}{2}$ " iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 89 degrees 42 minutes 19 seconds East, along said right-of-way line, for a distance of 15.00 feet to $\frac{1}{2}$ " iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence run North 00 degrees 17 minutes 41 seconds West, along said right-of-way line, for a distance of 217.08 feet to $\frac{1}{2}$ " iron rebar set on the east right-of-way line of Calhoun Station Parkway; thence leave said right-of-way line and run North 89 degrees 48 minutes 46 seconds East for a distance of 680.17 feet to $\frac{1}{2}$ " iron rebar set; thence run South 00 degrees 11 minutes 16 seconds East for a distance of 318.32 feet back to the Point of Beginning.

Prepared by:

Colin L. Baird
Baird Engineering, Inc.
Clinton, Mississippi







tabbles®

EXHIBIT
"D"



(2 of 2)

Zoning: C-2

Zoning Description: [Link](#)

Zoom to

ARTICLE XXVI: SPECIAL USE DISTRICT (SU-1)

Example of Land Uses Permitted Outright:		Select Conditional Use:	
Educational Institutions, University and College		Public/Quasi-Public Facilities	
Comprehensive Elderly Retirement Center		Large Scale Group Homes	
All PRVWSD Lands			
Dimensional Requirements:			
All dimensional requirements are determined by Site Plan Review.			

SECTION 2600 - PURPOSE OF THIS DISTRICT

The purpose of this district is to provide areas for the development of special uses, which, because of their size, institutional nature and/or unique characteristics, do not fit compatibly into other zoning districts of the City. Such uses commonly constitute "self-contained communities" with housing, dining/food service facilities, recreational uses, commercial-type outlets, and parking lots provided primarily for the benefit of the staff, students, and residents of the institution on the grounds. The uses permitted in S-1 districts do not include "public/quasi-public facilities and utilities" as those are defined by this Ordinance.

SECTION 2601 - ZONING OF ALL PROPERTY OWNED BY INSTITUTIONAL USES PERMITTED IN THIS DISTRICT SHALL BE SU-1 UNLESS RE-ZONED

The zoning of all property owned by institutions permitted in this district, including educational institutions, comprehensive elderly retirement facilities, or large-scale group care facilities shall be "SU-1 Special Use District" unless the land owned by such institutions is rezoned by the Mayor and Board of Aldermen. Furthermore, if the operators of such institutions propose to acquire additional land following the effective date of this Ordinance, the operators of such institutions shall file an application for the appropriate zoning if not already zoned consistent with the proposed use. If the land to be acquired is to be used for the purposes specified in this article, then the land shall be zoned "SU-1" accordingly.

This provision is intended to alert the public as to the possible character of future development of land proposed for rezoning by the operators of such institutional uses: for example, a proposed rezoning from "SU-1" to a commercial classification.

SECTION 2602 - LAND USES PERMITTED

- A. Educational institutions, including large-scale (with campuses generally encompassing 50 acres or more) colleges and universities, religious seminaries, and technical and vocational training facilities. Uses permitted in such S-1 districts include administrative buildings/offices; educational facilities such as classrooms, libraries, laboratories, and gymnasiums; stadiums, auditoriums and coliseums; student or faculty housing; dining or food service facilities; recreational facilities such as golf courses, tennis courts, swimming pools, and similar uses; chapels and places of worship; commercial-type facilities such as bookstores, laundries, hair styling shops and similar enterprises primarily intended for the benefit of students and staff; parking lots intended primarily for staff and students of the institution; and other uses commonly associated with educational institutions. Small-scale educational uses (generally, with campuses encompassing less than 50 acres), including elementary schools and secondary schools, are not included as special uses under this article, but are regulated as public/quasi-public uses under Section 402.
- B. Comprehensive elderly retirement facilities, including only those facilities which shall provide for the use of their residents the following:
 1. residential units of varying size (i.e., number of bedrooms, different square footage depending upon the needs of the individual residents);

2. common dining facilities and some or all meals;
3. housekeeping and linen service, available if desired by the residents;
4. laundry services, available if desired by the residents;
5. commercial facilities intended primarily for the benefit of staff and residents of the retirement facility, including such facilities as a beauty salon or barber shop, bookstores, and convenience-type commercial uses on site;
6. local transportation provided directly by the facility (i.e., not contracted through taxicabs, etc.) for outings for residents;
7. recreational facilities intended primarily for the benefit of staff and residents, such as a library, meeting/game room, spa or swimming pool, etc.; and
8. security features, such as emergency pull cords in each residential unit;
9. on-site health care services and/ or facilities; and
10. dwelling units for resident managers.

Hospitals which are not a part of a retirement facility are not included as special uses under this article, but are regulated as public/quasi-public uses under Section 402. Furthermore, retirement facilities do not include nursing homes as defined by this Ordinance; nursing homes are regulated as public/quasi-public uses under Section 402.

SECTION 2603 - CONDITIONAL USES AND STRUCTURES

Public and quasi-public facilities and utilities may be allowed in these districts in compliance with Section 402 of this Ordinance and subject to any limitations and restrictions deemed necessary by the Mayor and Board of Aldermen.

Large scale group care facilities for the housing and care of orphans, foster children, battered women and children, "disabled" persons (see Article III for definition of "disabled") and other persons requiring specialized treatment, including all uses needed for same.

SECTION 2604 - DIMENSIONAL REQUIREMENTS

All dimensional requirements for land uses in SU-1 districts are subject to site plan review approval by the Mayor and Board of Aldermen.

SECTION 2605 - SITE PLAN REQUIRED

A site plan shall be submitted to the Planning and Zoning Commission in accordance with Sections 807

through 810 of this Ordinance.

SECTION 2606 - REQUIRED LANDSCAPING ALONG ARTERIAL STREETS

See Section 404 of this Ordinance regarding the provision of landscaping along arterial streets.

SECTION 2607 - OFF-STREET PARKING, LOADING AND ACCESS CONTROL REQUIREMENTS

See Article V for off-street parking, loading and access control requirements.

SECTION 2608 - SIGNS AND OUTDOOR ADVERTISING

See Article VII pertaining to signs and outdoor advertising.











Property Owners within 160 feet of Subject Property

Haap Group, LLC
115 Grace Street
Madison, MS 39110

Cotton Row Investors, LLC
302 Sycamore Street
Leland, MS 38796

Matthew M. Mills
1085 Gluckstadt Road
Building 300, Suite E
Madison, MS 39110

CPOR REL, LLC
282 Lake Village Drive
Madison, MS 39110





ANDY J. CLARK
aclark@jcalawfirm.com

April 1, 2025

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Haap Group, LLC
115 Grace Street
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

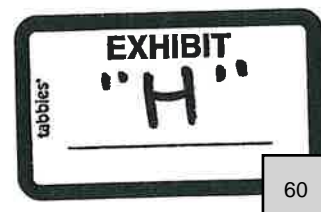
Madison County Tax Parcel No.: 082B-09-002/04.00

Sincerely,

Bellamare Development, LLC



Andy J. Clark, Esq.
One of Counsel for Petitioner




**JERNIGAN
COPELAND**
ATTORNEYS^{PC}
970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

Haap Group, LLC
115 Grace Street
Madison, MS 39110



quadrant
FIRST-CLASS MAIL
\$009.64
04/01/2025 ZIP 39110
043M30224626
US POSTAGE


PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Haap Group, LLC
115 Grace Street
Madison, MS 39110

2.  9589 0710 5270 2529 7169 02

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	

Restricted Delivery

Domestic Return Receipt

ANDY



ANDY J. CLARK
aclark@jcalawfirm.com

April 1, 2025

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Matthew M. Mills
1085 Gluckstadt Road
Building 300, Suite E
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

Madison County Tax Parcel No.: 082B-09-002/04.00

Sincerely,

Bellamare Development, LLC

A handwritten signature in blue ink, appearing to read 'AJC', is written over a horizontal line.

Andy J. Clark, Esq.
One of Counsel for Petitioner

HOLD HERE TO PHOTOGRAPH TOP LEFT CORNER
PLACE STICKER TOP LEFT CORNER

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Matthew M. Mills
1085 Gluckstadt Road
Building 300, Suite E
Madison, MS 39110

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

9589 0710 5270 2529 7169 33

1 Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9063

ANDY

Domestic Return Receipt



970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249



9589 0710 5270 2529 7169 33



quadrant
FIRST-CLASS MAIL
\$009.64
04/01/2025 ZIP 39110
043W130224626

US POSTAGE

Matthew M. Mills
1085 Gluckstadt Road
Building 300, Suite E
Madison, MS 39110



ANDY J. CLARK
aclark@jcalawfirm.com

April 1, 2025

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

CPOR REL, LLC
282 Lake Village Drive
Madison, MS 39110

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY


Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

Madison County Tax Parcel No.: 082B-09-002/04.00

Sincerely,

Bellamare Development, LLC



Andy J. Clark, Esq.
One of Counsel for Petitioner

UNITED STATES POSTAL SERVICE
FIRST CLASS PERMIT NO. 1000 MADISON, MS 39110

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY													
<p>■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>CPOR REL, LLC 282 Lake Village Drive Madison, MS 39110</p> <p>9590 9402 9323 5002 3541 67</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is the delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>													
<p>2. Article Number (Transfer from service label) 9589 0710 5270 2529 7169 19</p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td></td></tr></table> <p>Domestic Return Receipt</p>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™														
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Collect on Delivery Restricted Delivery															

**JERNIGAN
COPELAND**
ATTORNEYSTM
970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249

CERTIFIED MAIL



9589 0710 5270 2529 7169 19



quadrant
FIRST-CLASS MAIL
\$009.64
04/01/2025 ZIP 39110
043M30224626

US POSTAGE

CPOR REL, LLC
282 Lake Village Drive
Madison, MS 39110



ANDY J. CLARK
aclark@jcalawfirm.com

April 1, 2025

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Cotton Row Investors, LLC
302 Sycamore Street
Leland, MS 38796

RE: NOTICE OF PUBLIC HEARING TO REZONE REAL PROPERTY

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025, at 6:00 p.m. before the Planning & Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, MS for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City of Gluckstadt, Madison County, Mississippi:

Madison County Tax Parcel No.: 082B-09-002/04.00

Sincerely,

Bellamare Development, LLC

A handwritten signature in blue ink, appearing to read 'AJC', is written over a horizontal line.

Andy J. Clark, Esq.
One of Counsel for Petitioner

THIS ENVELOPE IS TO BE OPENED BY THE POST OFFICE ONLY. DO NOT OPEN OR DESTROY. IF YOU HAVE ANY QUESTIONS, CALL 1-800-375-8799.

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cotton Row Investors, LLC
302 Sycamore Street
Leland, MS 38796

9590 9402 9323 5002 3541 50

2. Article Number (Transfer from service label)

9589 0710 5270 2529 7169 26

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	

**JERNIGAN
COPELAND**
ATTORNEYS

970 Ebenezer Blvd.
Post Office Box 2249
Madison, MS 39130-2249



CERTIFIED MAIL

Cotton Row Investors, LLC
302 Sycamore Street
Leland, MS 38796

quadrant
FIRST-CLASS MAIL
\$009.64
04/01/2025 ZIP 39110
043M30224626
US POSTAGE

REQUEST FOR REZONING APPLICATION

082E-15-002/01.00

~~082E-15-004/01.00~~Subject Property Address: 330 Old Jackson Road, Madison MS 39110Owner: Agnes Stanley EstateApplicant: Christy StanleyAddress: 330 Old Jackson RoadAddress: 101 Meadow Woods CourtMadison, MS 39110Canton, MS 39046Phone No. 601-624-7239Phone No. 601-624-7239

Current Zoning District: _____

Requested Change C-2**Requirements of Applicant:**

1. Letter stating reason for requested zoning change
2. Copy of the written legal description.
3. Site plan of property
4. Identification of property owners within 160 feet of subject property
5. \$250.00 fee required for processing

Criteria for Rezoning: (Section 2406.03 Zoning Ordinance)

- (a) Show proof that a mistake was made in the original zoning.
"Mistake" in this context shall refer to a clerical or administrative error
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.

Christy Stanley

Applicant Signature

March 25, 2020

Date

Christy Stanley

Property Owner Signature

March 25, 2020

Date

April 15, 2025

TO: City of Gluckstadt
C/O Planning and Zoning Board

RE: Rezoning Request – 336 & 330 Old Jackson Road (3 Parcels)

Dear Board Members,

I am writing to formally request the rezoning of the three parcels of land located at 336 and 330 Old Jackson Road, within the city limits of Gluckstadt. These properties are currently zoned A-1, and I respectfully request that they be rezoned to C-2 commercial zoning.

These parcels have been in my family's ownership since the early 1900s. Over the years, I have witnessed a significant transformation in the surrounding area—from a peaceful, rural setting to a rapidly growing commercial corridor. The City of Gluckstadt has experienced extensive development since its incorporation, and our property now sits in the middle of an increasingly commercial landscape.

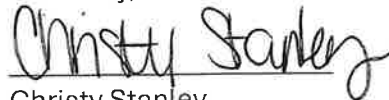
Our immediate neighbors to the north and south include Madison Landscape and the Sahler strip mall, which houses several businesses and warehouses. Directly across Old Jackson Road are facilities for the Fastenal Company and Kasai North America. Our family homes are now the only remaining residential properties amidst this growing commercial environment. As a result, the increase in truck and business traffic has become disruptive and incompatible with residential use.

We are seeking to sell our family land and homes to allow for commercial development, which we believe aligns with the current and future needs of the city. This request is consistent with Madison County's comprehensive zoning plan prior to Gluckstadt's incorporation, and it supports the city's growth by expanding its commercial tax base.

In summary, rezoning these 18 acres from A-1 to C-2 is not only a logical and necessary step due to the changing character of the area, but also a benefit to the city's economic development goals.

Thank you for your consideration. I respectfully request your approval of this rezoning application.

Sincerely,



Christy Stanley
101 Meadow Woods Ct.
Canton, MS 39046
601-624-7239

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postmark Here

APR 02 2025

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Mark Dyess

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

5826 EE62 2000 0541 2102

Mark Dyess
190 Lakeway Drive
Madison MS 39110
082E-15 -002/03.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/01.00
330 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:


Christy Stanley

March 31, 2025

VIA CERTIFIED MAIL
7017 1450 0002 2933 9285
Return Receipt Requested

Section 5, Item B)

Complete items 1, 2, and 3.
Put your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, on the front if space permits.

Addressed to:
Mark Dyess
190 Lakeway Dr.
Madison MS 39110

9590 9402 9133 4225 6680 05

2. Article Number (Transfer from service label)
7017 1450 0002 2933 9285

PS Form 3811, July 2020 PSN 7530-02-000-9053

A. Signature ☒ Signature ☐ Agent

B. Received by (Printed Name) Mark Dyess C. Date of Delivery 4-5-25

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®

☐ Adult Signature Restricted Delivery ☐ Registered Mail™

☐ Certified Mail® ☐ Registered Mail Restricted Delivery

☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™

☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery

☐ Insured Mail ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

U.S. Postal ServiceTM

CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark Here

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL

7017 0660 0000 5327 3586

Return Receipt Requested

KAS MADISON INDUSTRIAL LLC
435 Church Road
Madison MS 39110
082E-16 -001/01.01

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/01.00
330 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:


Christy Stanley

71

March 31, 2025

VIA CERTIFIED MAIL
7017 1450 0002 2933 9308
Return Receipt Requested

JLS CONSTRUCTION LIMITED LIABILITY
103 Eastwick Cove
Madison, MS 39110
082E-15 -002/03.00

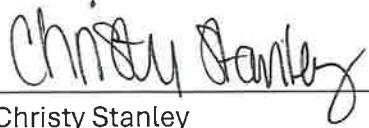
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/01.00
330 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:


Christy Stanley

Section 5, Item B)

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark Here

APR 12 2025

Madison, MS 39110

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To *JLS Construction*

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal ServiceTM

CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Postmark Here

APR 02 2025

Meridian, MS

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Certified Mail Fee

Postage

Total Postage and Fees

Sent to LBD Properties

Street and Apt. No., or PO Box No.

City, State, Zip+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL
7017 1450 0002 2933 9315
Return Receipt Requested

5TE6 EE62 2000 054T 2T02

LBD Properties, LLC
PO Box 61
Meridan, MS 39301
082E-15 -002/03.00

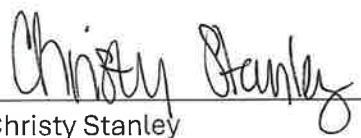
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/01.00
330 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:


Christy Stanley

73

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To Insight Group
 Street and Apt. No. 4394 Mangum Drive
 City, State, ZIP+4® Flowood, MS 39232

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2626 EE62 2000 054T 2T02

March 31, 2025

VIA CERTIFIED MAIL
 7017 1450 0002 2933 9292
 Return Receipt Requested

Insight Group LLC
 4394 Mangum Drive
 Flowood, SM 39232
 082E-15 -002/03.00

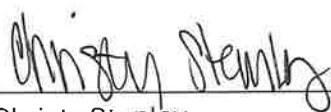
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/01.00
 330 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent To KAS Madison

Street and Apt. No., or PO Box No.

City, State, Zip+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

APR 03 2025
Postmark Here

March 31, 2025

VIA CERTIFIED MAIL
7017 1450 0002 2933 9278
Return Receipt Requested

KAS MADISON INDUSTRIAL LLC
C/O GLEN UNA MANAGEMENT CO INC
9015 MOUNTAIN RIDGE DR STE 350
Austin, TX 78759
082E-16 -001/01.01

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/01.00
330 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:

Christy Stanley
Christy Stanley

REQUEST FOR REZONING APPLICATIONSubject Property Address: 336 Old Jackson Road, Madison MS 39110 082E-15 -002/02.00Owner: Christy Dorsey/John Stanley Applicant: Christy StanleyAddress: 336 Old Jackson RoadAddress: 101 Meadow Woods CourtMadison, MS 39110Canton, MS 39046Phone No. 601-624-7239Phone No. 601-624-7239

Current Zoning District: _____

Requested Change C-2Requirements of Applicant:

1. Letter stating reason for requested zoning change
2. Copy of the written legal description.
3. Site plan of property
4. Identification of property owners within 160 feet of subject property
5. \$250.00 fee required for processing

Criteria for Rezoning: (Section 2406 03 Zoning Ordinance)

- (a) Show proof that a mistake was made in the original zoning.
"Mistake" in this context shall refer to a clerical or administrative error
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.

Christy Stanley

Applicant Signature

March 25, 2025

Date

Christy Stanley

Property Owner Signature

March 25, 2025

Date

April 15, 2025

TO: City of Gluckstadt
C/O Planning and Zoning Board

RE: Rezoning Request – 336 & 330 Old Jackson Road (3 Parcels)

Dear Board Members,

I am writing to formally request the rezoning of the three parcels of land located at 336 and 330 Old Jackson Road, within the city limits of Gluckstadt. These properties are currently zoned A-1, and I respectfully request that they be rezoned to C-2 commercial zoning.

These parcels have been in my family's ownership since the early 1900s. Over the years, I have witnessed a significant transformation in the surrounding area—from a peaceful, rural setting to a rapidly growing commercial corridor. The City of Gluckstadt has experienced extensive development since its incorporation, and our property now sits in the middle of an increasingly commercial landscape.

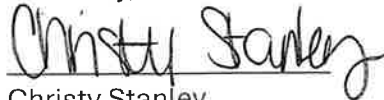
Our immediate neighbors to the north and south include Madison Landscape and the Sahler strip mall, which houses several businesses and warehouses. Directly across Old Jackson Road are facilities for the Fastenal Company and Kasai North America. Our family homes are now the only remaining residential properties amidst this growing commercial environment. As a result, the increase in truck and business traffic has become disruptive and incompatible with residential use.

We are seeking to sell our family land and homes to allow for commercial development, which we believe aligns with the current and future needs of the city. This request is consistent with Madison County's comprehensive zoning plan prior to Gluckstadt's incorporation, and it supports the city's growth by expanding its commercial tax base.

In summary, rezoning these 18 acres from A-1 to C-2 is not only a logical and necessary step due to the changing character of the area, but also a benefit to the city's economic development goals.

Thank you for your consideration. I respectfully request your approval of this rezoning application.

Sincerely,



Christy Stanley
101 Meadow Woods Ct.
Canton, MS 39046
601-624-7239

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark Here

APR 03 2025

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To Insight Group

Street and Apt. No., PO Box No.

City, State, Zip+4[®]

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL

7016 3010 0000 4919 1286

Return Receipt Requested

Insight Group LLC
 4394 Mangum Drive
 Flowood, SM 39232
 082E-15 -002/03.00

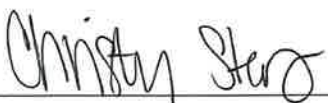
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:



Christy Stanley

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

City, State, Zip+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark Here

APR 03 2025

MISSISSIPPI

March 31, 2025

VIA CERTIFIED MAIL
7016 3010 0000 4919 4591
Return Receipt Requested

FASTENAL COMPANY

2001 THEURER BLVD
PO BOX 30022
Winona, MS 55987
082E-16 -001/03.00

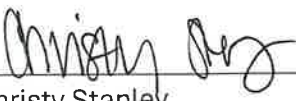
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
336 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:


Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To Madison Landscape

Street and Apt. No., or PO Box No. PO BOX 1398

City, State, ZIP+4® Madison, MS 39130

PS Form 3800, April 2015 PSN 7530-02-000-9007 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 4584
 Return Receipt Requested

4955 6764 0000 0706 9702

Madison Landscape
 PO BOX 1398
 Madison, MS 39130
 082E-15 -004/02.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$5.50

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Gluckstadt

Street and Apt. No., or PO Box No. 342 Old Jackson Road

City, State, ZIP+4[®] Madison, MS 39110

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here

APR 03 2025

2254 6764 0000 0706 9702

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 4577
 Return Receipt Requested

Jerry Goolsby
 342 Old Jackson Road
 Madison, MS 39110
 082E-15 -003/00.00

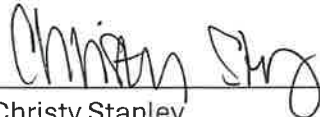
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent to first choice

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 4560
 Return Receipt Requested

095h 676h 0000 070E 9702

FIRST CHOICE DEVELOPMENT LLC
 947 PETRIFIED FOREST
 Flora, MS 39071
 082E-15 -005/01.00

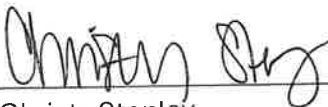
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent To KAS - Madison

Street and Apt. No., or PO Box No.

City, State, Zip+4®

Postmark Here

APR 03 2025

USPS

See Reverse for Instructions

PS Form 3800, April 2015 PSN 7530-02-000-9047

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 1248
 Return Receipt Requested

082E-16 -001/01.01

KAS MADISON INDUSTRIAL LLC
 435 Church Road
 Madison MS 39110
 082E-16 -001/01.01

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:

Christy Stanley
 Christy Stanley

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To KAS - Austin TX
 Street and Apt. No., or PO Box No. _____
 City, State, Zip+4 _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

552T 6T6h 0000 0T0E 9T0L

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 1255
 Return Receipt Requested

KAS MADISON INDUSTRIAL LLC
 C/O GLEN UNA MANAGEMENT CO INC
 9015 MOUNTAIN RIDGE DR STE 350
 Austin, TX 78759
 082E-16 -001/01.01

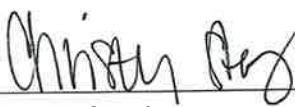
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark Here

1 APR 2025

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Certified Mail Fee \$

Total Postage and Fees \$

Sent To JLS construction

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

Section 5, Item C)

March 31, 2025

VIA CERTIFIED MAIL

7017 0660 0000 5327 3579

Return Receipt Requested

625E 22E5 0000 0990 2102

JLS CONSTRUCTION LIMITED LIABILITY
 103 Eastwick Cove
 Madison, MS 39110
 082E-15 -002/03.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:

Christy Stanley
 Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postmark Here
 APR 03 2025

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To Mark Dyess
 Street and Apt. No., or PO Box No. _____
 City, State, Zip+4® _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2921 6164 0000 010E 9102

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 1262
 Return Receipt Requested

Mark Dyess
 190 Lakeway Drive
 Madison MS 39110
 082E-15 -002/03.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:

Christy Stanley
 Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To LBD Properties
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 1279
 Return Receipt Requested

6227 6764 0000 0706 9702

LBD Properties, LLC
 PO Box 61
 Meridan, MS 39301
 082E-15 -002/03.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15 -002/02.00
 336 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

REQUEST FOR REZONING APPLICATION

Subject Property Address: 330 Old Jackson Road, Madison MS 39110 082E-15 -004/01.00

Owner: Agnes Stanley Estate

Applicant: Christy Stanley

Address: 330 Old Jackson Road

Address: 101 Meadow Woods Court

Madison, MS 39110

Canton, MS 39046

Phone No. 601-624-7239

Phone No. 601-624-7239

Current Zoning District: _____

Requested Change C-2

Requirements of Applicant:

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description.
3. Site plan of property
4. Identification of property owners within 160 feet of subject property
5. \$250.00 fee required for processing

Criteria for Rezoning: (Section 2406 03 Zoning Ordinance)

- (a) Show proof that a mistake was made in the original zoning.
"Mistake" in this context shall refer to a clerical or administrative error
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.

Christy Stanley
Applicant Signature
Christy Stanley Admin
Property Owner Signature

March 25, 2020
Date
March 25, 2020
Date

April 15, 2025

TO: City of Gluckstadt
C/O Planning and Zoning Board

RE: Rezoning Request – 336 & 330 Old Jackson Road (3 Parcels)

Dear Board Members,

I am writing to formally request the rezoning of the three parcels of land located at 336 and 330 Old Jackson Road, within the city limits of Gluckstadt. These properties are currently zoned A-1, and I respectfully request that they be rezoned to C-2 commercial zoning.

These parcels have been in my family's ownership since the early 1900s. Over the years, I have witnessed a significant transformation in the surrounding area—from a peaceful, rural setting to a rapidly growing commercial corridor. The City of Gluckstadt has experienced extensive development since its incorporation, and our property now sits in the middle of an increasingly commercial landscape.

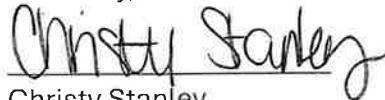
Our immediate neighbors to the north and south include Madison Landscape and the Sahler strip mall, which houses several businesses and warehouses. Directly across Old Jackson Road are facilities for the Fastenal Company and Kasai North America. Our family homes are now the only remaining residential properties amidst this growing commercial environment. As a result, the increase in truck and business traffic has become disruptive and incompatible with residential use.

We are seeking to sell our family land and homes to allow for commercial development, which we believe aligns with the current and future needs of the city. This request is consistent with Madison County's comprehensive zoning plan prior to Gluckstadt's incorporation, and it supports the city's growth by expanding its commercial tax base.

In summary, rezoning these 18 acres from A-1 to C-2 is not only a logical and necessary step due to the changing character of the area, but also a benefit to the city's economic development goals.

Thank you for your consideration. I respectfully request your approval of this rezoning application.

Sincerely,



Christy Stanley
101 Meadow Woods Ct.
Canton, MS 39046
601-624-7239

March 31, 2025

VIA CERTIFIED MAIL
9589 0710 5270 0001 4081 92
Return Receipt Requested

FASTENAL COMPANY
2001 THEURER BLVD
PO BOX 30022
Winona, MS 55987
082E-16 -001/03.00

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Postmark Here

APR 03 2025

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Sent To *Fastenal*

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

26 1804 1000 0225 0720 6956

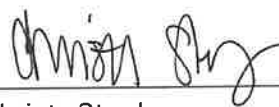
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15-004/01.00
330 Old Jackson Road
Gluckstadt, MS 39110

Sincerely:


Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

Postmark Here

APR 03 2025

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Certified Mail Fee \$

Total Postage and Fees \$

Sent To Madison Landscape

Street and Apt. No., or PO Box No.

City, State, Zip+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

58 1804 1000 0225 0120 6856

March 31, 2025

VIA CERTIFIED MAIL
 9589 0710 5270 0001 4081 85
 Return Receipt Requested

Madison Landscape
 PO BOX 1398
 Madison, MS 39130
 082E-15 -004/02.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15-004/01.00
 330 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

APR 03 2025

Postmark Here

USPS

Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Sent To First Choice

Street and Apt. No., or PO Box No. _____

City, State, ZIP+4® _____

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL
 7017 0660 0000 5327 3555

Return Receipt Requested

555E 22E5 0000 0990 2702

FIRST CHOICE DEVELOPMENT LLC
 947 PETRIFIED FOREST
 Flora, MS 39071
 082E-15 -005/01.00

RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15-004/01.00
 330 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$

Total Postage and Fees \$

Sent To Lou Ann Strite
 Street and Apt. No., or PO Box No.
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

March 31, 2025

VIA CERTIFIED MAIL
 7016 3010 0000 4919 4607
 Return Receipt Requested

2094 6764 0000 0706 9702

Lou Ann Strite
 380 Old Jackson Road
 Madison, MS 39110
 082E-15-005/02.00

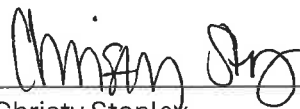
RE: Notice of Public Hearin to Rezone Real Property

Dear Property Owner:

Notice is hereby given to those parties in interest that there will be a public hearing on Tuesday, April 22, 2025 at 6:00 P.M. before the Planning and Zoning Commission at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt Mississippi for the purpose of determining whether or not a Petition and Application to Rezone Real Property shall be granted to the owners of the described property in the City Of Gluckstadt, Madison County, Mississippi.

082E-15-004/01.00
 330 Old Jackson Road
 Gluckstadt, MS 39110

Sincerely:


 Christy Stanley

BOOK 777 PAGE 169

OCT 07 2010

LARRY SWALES
Chancery Clerk, Rankin County
Rec. in Bk. _____ Pg. _____

IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
LEWIS C. STANLEY

CAUSE NO.: 68426

JOHN LEWIS STANLEY &
CHRISTY STANLEY DORSEY, PETITIONERS

JUDGMENT CLOSING ESTATE

BOOK 3508 PAGE 910 DOC 32 TY W
INST # 817981 MADISON COUNTY MS.
This instrument was filed for
record 8/04/17 at 4:21:48 PM

THIS DAY THIS CAUSE came to be heard on the sworn Petition of John Lewis Stanley D.C.

and Christy Stanley Dorsey, Co-Executors of the Last Will and Testament of Lewis C. Stanley,
the only heirs at law of Lewis C. Stanley, and the Court having considered said Petition, finds
that the Estate of Lewis C. Stanley should be closed and further finds as follows:

1. That John Lewis Stanley and Christy Stanley Dorsey were duly appointed by this
Court to serve as the Co-Executors of the Estate of Lewis C. Stanley, deceased, by order of this
Court dated April 19, 2010. Lewis C. Stanley departed this life on January 13, 2010, while
having no known fixed place of residence, but owning property located in the Shady Lake
Subdivision in Rankin County, Mississippi.

2. That the Decedent, Lewis C. Stanley on the 16th day of February, 2007, made,
published and declared an instrument in writing to be his Last Will and Testament and was at
that time of sound and disposing mind and memory and of legal age to devise. Said instrument
is in conformity with the requirements of law and constitutes the true and lawful Last Will and

Testament of Lewis C. Stanley. STATE OF MISSISSIPPI
RANKIN COUNTY

I, LARRY SWALES, Chancery Clerk of the above
named County and State, do certify that the foregoing
instrument is a true and correct copy of the original.
Witness my signature and seal of court this the 4th day
of August, 2017

LARRY SWALES, Chancery Clerk

DC

Page -1-



13000
#609

Christy Dorsey
101 Meadow Woods Ct.
Canton, MS 39046

3. That said Last Will and Testament of Lewis C. Stanley was duly admitted to probate and John Lewis Stanley and Christy Stanley Dorsey were appointed to serve as Co-Executors without bond and further an accounting was waived by Order dated April 19, 2010.

4. That Notice to Creditors was published in accordance with law in the *Rankin Ledger* on May 11, 2010, May 18, 2010 and May 25, 2010, a newspaper published in the City of Brandon, Rankin County, Mississippi. That Notice to Creditors was also published in accordance with law in the *Madison County Herald* on May 6, 2010, May 13, 2010 and May 20, 2010, a newspaper published in the City of Canton, Madison County, Mississippi. Two claims have been filed against the estate, by Merchants and Farmers Bank and Hailey Oil Company, Inc., in the total amount of \$30,811.73, which have been paid, and the time for probating claims has expired.

5. The deceased left the following real property described as follows:

a.) properties situated in Madison County, Mississippi, including, but not limited to a residence situated on three (3) acres of land, and an additional seven (7) acres of land located at 336 Old Jackson, Road, Madison County, Mississippi, more particularly described as follows:

Seven Acres:

A parcel of land containing 7 acres, more or less, located in the S1/2 of Section 15, Township 8 North, Rang 2 East, Madison County, Mississippi, being more particularly described as follows:

Commencing at the Southwest corner of said Section 15 and run thence northerly along the center of the Old Jackson and Canton Road for a distance of 1,110 feet; thence run east for a distance of 21.5 feet to a point on the east margin of the aforesaid Jackson and Canton Road; thence run north 89 degrees 50 minutes east for 210.5 feet to a point, being the Southeast corner of that certain lot conveyed to Agnes W. Stanley by deed dated July 23, 1977, and recorded in Book 151 at page 532 in the records in the office of the Chancery Clerk of Madison County, Mississippi; thence run north 00 degrees 40 minutes west for 209.5 feet to the Northeast corner of said lot; thence run east 361.07 feet to a point, which is the NE corner of the Randall C. Tucker et ux land conveyed by deed recorded in Book 422 at page 667, being the Point of Beginning of the property being described herein; thence run south 162.11 feet to the Northeast corner of that certain lot conveyed to Lewis C. Stanley and Joy Denise Stanley by deed dated April 25, 1985, and recorded in Book 204 at page 727; thence run south 02 degrees 12 minutes 49 seconds east along the East boundary line of said Stanley parcel for 256.1 feet to a point; thence run east 730 feet to a point; thence run north parallel to the Stanley and Tucker lots for 418.21 feet to a point on the North line of property conveyed to Louis Waits in Book 12 at page 523; thence run west 730 feet to the Point of Beginning and containing 7 acres, more or less. This is the same 7± acres which was conveyed by Warranty Deeds in Book 478 at page 12 and book 478 at page 21 as recorded in the records in the office of the Chancery Clerk of Madison County, Mississippi.

Lewis Conway Stanley joins in the conveyance hereof to acknowledge his consent.

Three Acres:

A parcel of land lying and being situated in the South Half of Section 15, T-8-N, R-2-E, Madison County, Mississippi and being more particularly described as follows, to-wit:

BOOK 3508 PAGE 913

Commencing at the SW Corner of Section 15, T-8-N, R-2-E, Madison County, Mississippi; thence run Northerly along the center of the Old Jackson and Canton Road for a distance of 1110 feet; thence run East for a distance of 21.5 feet to the Point of Beginning; thence run North 89° 50' East for a distance of 307.8 feet; thence run North 00° 09' 30" West for a distance of 40.85 feet; thence run North 87° 54' 32" East for a distance of 261.27 feet; thence run South 02° 12' 49" East for a distance of 256.1 feet; thence run South 89° 38' 48" West for a distance of 575.95 feet to the East side of Old Jackson and Canton Road; thence run along said road North 00° 45' 09" West for a distance of 208.21 feet to the Point of Beginning, containing 3.0 acres, more or less.

b.) that Lewis C. Stanley, deceased, left certain properties situated in the Shady Lake Subdivision of Rankin County, Mississippi, more particularly described as follows:

Parcel Number: J06A000010 00170:

LOT 17, SHADY LAKE SUB, PT 5, BLK U S/T/R 11-04 -03

Parcel Number: J06A000010 00180:

LOT 18, SHADY LAKE SUB, PT 5, BLK U S/T/R 11-04 -03
DB 896 DP

Parcel Number: J06A000010 00190:

LOT 19, SHADY LAKE SUB, PT 5, BLK U S/T/R 11-04 -03
DB 893 DP

c.) that Lewis C. Stanley, deceased, left certain property situated in the Cedar Green of Sheffield Part Two-A Subdivision of Madison County, Mississippi, more particularly described as follows:

Lot 46, Cedar Green of Sheffield Part Two-A, a subdivision according to a map or plat thereof which is on file and of record in the office of the Chancery Clerk of

Book 3508 Page 714
BOOK 717 PAGE 173

Madison County, at Canton, Mississippi, in Plat Cabinet E at Slide 29A thereof, reference to which map or plat is hereby made in aid of and as a part of this description.

d.) that Lewis C. Stanley, deceased further left certain property situated in Madison County, Mississippi, more particularly described as follows:

a triangular piece of land lying south of that sold to Alex Sutton and Jessie Sutton as described in Book 107 Page 426 and lying east of Renfroe Rd. and bounded on the west by the land owned by the AWS Corp.

Section 30:

.6 Acres out of the East ½ of the Northeast 1/4 of the Northeast 1/4, Section 30, Township 9 North, Range 4 East, Madison County, Mississippi, Parcel No. 0741-30-007, also described as follows, to-wit:

A lot of land containing one acre located in the E1/2 of the NE1/4 NE1/4, Section 30, Township 9 North, Range 4 East and more particularly described as follows: Beginning at a point on the east line of the E1/2 NE1/4, Section 30, Township 9 North, Range 4 East where the north margin of the private roadway going to the Nash land crosses the said east line, a post 6 inches in diameter marks said point, thence go west 2° south 29 feet to an iron stake on the east margin of said public road, thence go in a westerly direction along said margin 282 feet 4 inches to an iron stake on the north margin of said roadway, said stake being located about 1 foot from a telephone under ground cable marker, from said stake go thence north 27° east for 300 feet to an iron stake, thence turn right through an angle of 90° and go 40 feet to the east line of said E1/2 of NE1/4, Section 30, said line being marked by a barbed wire fence, thence go south along said fence 360 feet to the point of beginning.

BOOK 717 PAGE 174

BOOK 3508 PAGE 915

Section 29:

The NW1/4 of the NW1/4 of Section 29, Township 9 North Range 4 East.

6. The deceased left certain property situated in Madison County, Mississippi, including, but not limited to two accounts with Edward Jones, account number 419-92436-1-1 and 419-92091-1-7.

7. The deceased left two bank accounts situated in Madison County, Mississippi, including, but not limited to two accounts with BankPlus Bank, which have no balances, and therefore, should be closed by the Co-Executors.

8. The deceased, at the time of his death, possessed sole ownership to the following real and personal property:

- a. 2004 Chevrolet Van - VIN# 16NDX03E94D158914
- b. GMC Truck - VIN# 1GCGK29U24Z191965
- c. 2000 Kodiak Chevrolet Dumptruck - VIN# 1GCGC24R7XFO12535
- d. 1995 F-Series Ford Dumptruck - VIN# 1FDXF80C9TVA19512
- e. 1998 Ford Explorer - VIN# 1FMZU32E7WVC66635
- f. 2001 Mahindra Tractor - VIN# 00650083001A5259-J30

11. That the Last Will and Testament of Lewis C. Stanley waived inventory, appraisal and accounting and there is no need to account for the funds coming into the hands of the Co-Executors during the administration of the Estate. There is no further business to be conducted in the Estate and the Estate owes no Federal or State Taxes.

12. That the sole and only heirs at law and devisees under the terms and conditions of the Last Will and Testament of Lewis C. Stanley are: John Lewis Stanley and Christy Stanley

Dorsey. All heirs and devisees under the Will have joined in this Petition and do hereby waive process upon them and request that the Court close the Estate in term time or vacation, without further notice. It is therefore,

ORDERED AND AJUDGED:

(a) That the Estate of Lewis C. Stanley be and is hereby closed without further order of this Court;

(b) That the Co-Executors, John Lewis Stanley and Christy Stanley Dorsey, are hereby discharged from the responsibilities imposed upon them by the office of Co-Executors upon the payment by them out of the Estate assets of all Court costs, publication fees and attorney's fees provided herein;

(c) That John Lewis Stanley and Christy Stanley Dorsey were the heirs under the Last Will and Testament of Lewis C. Stanley and all assets of Lewis C. Stanley real and personal, be and are hereby vested in John Lewis Stanley and Christy Stanley Dorsey, and all persons, entities and corporations be and are hereby ordered to deliver possession and transfer title, where appropriate of the assets, real and personal, of Lewis C. Stanley into the name of John Lewis Stanley and Christy Stanley Dorsey.

(d) That John Lewis Stanley and Christy Stanley Dorsey, were the heirs under the Last Will and Testament of Lewis C. Stanley and all real property of Lewis C. Stanley be and is hereby vested in John Lewis Stanley and Christy Stanley Dorsey, and all persons, entities and corporations be and are hereby ordered to deliver possession and transfer title, where appropriate of the real property, of Lewis C. Stanley into the name of John Lewis Stanley and Christy Stanley Dorsey, in fee simple.

BOOK 717 PAGE 176

Book 3508 Page 917
###

7th

SO ORDERED ADJUDGED AND ADJUDICATED, this the _____ day of

Oct., 2010.

CHANCELLOR

Dan Fairly

PRESENTED AND SUBMITTED BY:

John T. Kitchens
JOHN T. KITCHENS, MSB# 4188
KITCHENS HARDWICK & RAY, PLLC
1037 Lake Village Circle, Suite B
Brandon, Mississippi 39047
(601) 919-9962 – Telephone
(601) 919-9967 – Facsimile
Attorney for Petitioners

339336

Index: SW1/4 SW1/4 SEC 15 , T8N-R2E Madison County, MS

WARRANTY DEED

BOOK 0489 PAGE 553

This conveyance made and entered into this day by and between **AGNES W. STANLEY**,
Grantor, and **MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY**, Grantee.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Grantee, certain real property situated in Madison County, Mississippi, and more specifically described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
BY REFERENCE**

**LESS AND EXCEPT ALL OIL, GAS AND MINERALS WHICH MAY BE
PRODUCED THROUGH A WELL BORE.**

To have and to hold the same, together with all hereditaments and appurtenances thereunto belonging or in anyway appertaining to the said Grantee, in fee simple, subject only to the following exceptions.

1. The lien of taxes and assessments for the year 2001, will be paid by the Grantor herein.
2. Those certain zoning, subdivision and other governmental rules and regulations and ordinances affecting said property.
3. Easements and rights of way of record.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed Highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and grantee there being no oral agreements or representations of any kind.

WITNESS the signatures of the Grantor on this the 18th day of June, 2001.


AGNES W. STANLEY

STATE OF MISSISSIPPI
COUNTY OF HINDS

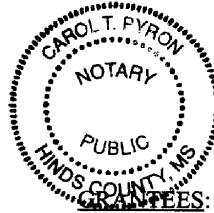
BOOK 0489 PAGE 554

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of June, 2001, within my jurisdiction, the within named AGNES W. STANLEY who acknowledged that she executed the above and foregoing instrument.

Carol T. Pyron
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires: September 20, 2003
Bonded Thru Heiden, Brooks & Garland, Inc.



GRANTORS:

330 Old Jackson Road
Madison, MS 39110
(601) 859-8268

GRANTEES:

P. O. Box 849
Jackson, MS 39205
(601) 359-3449

This instrument prepared by:

Robert F. Wood, Esq.
HARRIS GENO & DUNBAR, P.A.
111 East Capitol Street
Suite 290
Post Office Box 2990
Jackson, Mississippi 39207-2990
(601) 948-0048

700/

BOOK 0489 PAGE 555

ROW-005A

103392236W 03/30/01

Agnes W. Stanley

236-0-00-W

LEGAL DESCRIPTION
INDEX: SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, T-8-N, R-2-E

Begin at the point on the present Eastern right-of-way line for the existing Old Jackson Road that is located North $83^{\circ}42'15''$ East, a distance of 33.60 feet Easterly of measured radially from the centerline of survey for the relocation of Old Jackson Road (Old US-51 Hwy.) from I-55 Gluckstadt Interchange to South Connector Road of the Nissan Project at Station 107+85.42 as shown on the plans for State Project No. OP-0055-02 (181); from said point of beginning run thence North $01^{\circ}00'39''$ West along said Eastern right-of-way line, a distance of 413.51 feet to a point 68.59 feet Easterly of measured radially from the centerline of survey for said Road relocation at Station 112+00; thence leaving said right-of-way line, run South $09^{\circ}48'48''$ East, a distance of 318.81 feet to a point 92 feet Easterly of measured radially from the centerline of survey for said Road relocation at Station 108+77.49; thence run South $54^{\circ}49'50''$ East, a distance of 107.71 feet to the Grantor's Southern property line and a point 172 feet Easterly of measured radially from the centerline of survey for said Road relocation at Station 108+07; thence run South $74^{\circ}34'34''$ West along the said Southern property line, a distance of 140.13 feet to the point of beginning, containing 0.366 acres (15,918 square feet) of land, more or less, and being situated in and a part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 15, Township 8 North, Range 2 East, Madison County, Mississippi.

**STATE OF MISSISSIPPI, COUNTY OF MADISON:**

I certify that the within instrument was filed for record in my office this 19 day of June, 2001, at 9 o'clock A M., and was duly recorded on the _____, Book No. 489 Page 553.

JUN 19 2001

STEVE DUNCAN, CHANCERY CLERK

BY: [Signature] D.C.

City of Gluckstadt

Application for Site Plan Review

Subject Property Address: 1265 Gluckstadt Road, Gluckstadt, MS 39110

Parcel #: 082H-28-008/04.00

<p>Owner: <u>Gluckstadt Management, LLC</u></p> <p>Address: <u>P.O. Box 5331</u> <u>Jackson, MS 39296</u></p>	<p style="text-align: right;">Gluckstadt Management, LLC</p> <p>Applicant: <u>Attn: Bridgforth Rutledge</u></p> <p>Address: <u>P.O. Box 5331</u> <u>Jackson, MS 39296</u></p>
---	---

<p>Phone #: <u>601-291-0211</u></p> <p>E-Mail: <u>bridgforth.rutledge@gmail.com</u></p>	<p>Phone #: <u>601-291-0211</u></p> <p>E-Mail: <u>bridgforth.rutledge@gmail.com</u></p>
---	---

Current Zoning District: C-2

Acreage of Property (If applicable): 0.8439

Use sought of Property: Medical Clinic

Requirements of Applicant:

1. Copy of written legal description.
2. Site Plan as required in Sections 807-810 of City of Gluckstadt Zoning Ordinance
3. Color Rendering & Elevations at time of submittal

Requirements for Site Plan Submittal (Refer to Section 807, Gluckstadt Zoning Ordinance)

Nine (9) copies of the site plan shall be prepared and submitted to the Zoning Administrator. Digital copies are acceptable. Three (3) hard copies are required.

Site Plan Specifications (Section 809, Zoning Ordinance)

- A. Lot Lines (property lines)
- B. Zoning of the adjacent lots
- C. The names of owners of adjacent lots
- D. Rights of way existing and proposed streets, including streets shown on the adopted Throughfares plan
- E. Access ways, curb cuts, driveways, and parking, including number of parking spaces to be provided
- F. All existing and proposed easements
- G. All existing and proposed water and sewer lines. Also, the location of all existing and proposed fire hydrants.
- H. Drainage plan showing existing and proposed storm drainage facilities. The drainage plan shall indicate adjacent off site drainage courses and projected storm water flow rates from off-site and on-site sources.

- I. Contours at vertical intervals of five (5) feet or less.
- J. Floodplain designation, according to FEMA Maps.
- K. Landscaped areas and planting screens.
- L. Building lines and the locations of all structures, existing and proposed
- M. Proposed uses of the land and buildings, if known
- N. Open space and recreation areas, where required.
- O. Area in square feet, and/or square acres of parcel
- P. Proposed gross lot coverage in square feet
- Q. Number and type of dwelling units where proposed
- R. Location of sign structures and drawings. (Section 701)
- S. Location of garbage dumpster and enclosure. (Section 406.06)
- T. Any other data necessary to allow for a through evaluation of the proposed use, including a traffic study.

Applicant shall be present at the monthly meeting of the Planning and Zoning Commission when site plan is on the agenda for consideration; additionally, applicant shall be present at the Mayor and Board of Alderman meeting when the site plan is on the agenda for final approval.

Applicant is responsible for complying with all applicable requirements of the Gluckstadt Zoning Ordinance.

Site Plans shall be submitted by the 5:00 pm on the 5th day of the month, immediately preceding the next regular meeting of the Planning and Zoning Commission. No Exceptions.

Once submitted to the Planning & Zoning Administrator for approval to add to the Planning and Zoning Commission's agenda, no amendments or changes shall be made to the site plan. If you wish to submit changes, you will be required to resubmit by the 5th of the following month for the next monthly meeting of the Planning and Zoning Commission.

Attestation: By signing this application, the applicant agrees to all the terms and conditions laid out in this document. Approval of site plan is subject to Board approval.

Gluckstadt Management, LLC

By: I Bridforth Rutledge
Applicant Signature

03/31/2025
Date

CITY OF GLUCKSTADT BUILDING DEPARTMENT
OFFICE USE ONLY

Date Received: _____

Application Complete & Approved to Submit to P&Z Board (please check):

Yes _____ No _____

Signature: _____
Planning & Zoning Administrator (or Authorized Representative)

Legal Description

A parcel of land situated in the Northeast 1/4 of Section 28, Township 8 North, Range 2 East, Madison County, Mississippi and being a part of an 8.59 acre tract as described in Deed Book 247 at Page 263 in the Chancery Records of Madison County at Canton, Mississippi, and being more particularly described by metes and bounds as follows, to wit:

Commence at the center of the said Section 28 and run thence North for a distance of 2,642.83' to a point;

Thence East for a distance of 987.86' to a point at the intersection of the previous southern right-of-way line of Gluckstadt Road with the previous eastern right-of-way line of Weisenberger Road (a.k.a. – S.A.P 45 (38) connection road), which is the most northerly northwest corner of the above referenced 8.59 acre tract;

Thence North 89° 56' 23" East for a distance of 147.59' along the said previous Southern right-of-way line of Gluckstadt Road to the northeast corner of that certain parcel of land as described in Book 411 at Page 276 in the said Chancery Records;

Thence South 01° 08' 25" East for a distance of 32.73' along the eastern property line of that said certain parcel of land as described in Book 411 at Page 276 in the said Chancery Records to a 5/8" iron pin set at the southern right of way line of the said Gluckstadt Road which marks the **POINT OF BEGINNING** for the parcel herein described;

Thence continue South 01° 08' 25" East for a distance of 207.97' along the said eastern property line of that certain parcel of land as described in Book 411 at Page 276 in the said Chancery Records to a 5/8" iron pin set at the southeast corner thereof;

Thence South 89° 56' 23" West for a distance of 186.76' along the southern property line of that said certain parcel of land as described in Book 411 at Page 276 in the said Chancery Records to a "PK" nail set at the southwest corner thereof on the eastern right-of-way line of the said Weisenberger Road;

Thence North 01° 26' 00" West for a distance of 68.46' along the eastern right-of-way line of the said Weisenberger Road, to a "PK" nail set at the southwest corner of that certain right of way as described in Parcel 2 of Book 2023 at Page 413 in the said Chancery Records;

Thence North 88° 34' 00" East for a distance of 14.38' along the southern line of that said certain right of way as described in Parcel 2 of Book 2023 at Page 413 in the said Chancery Records to a 5/8" iron pin set;

Thence North 01° 00' 08" East for a distance of 133.77' along the eastern line of that said certain right of way as described in Parcel 2 of Book 2023 at Page 413 in the said Chancery Records to a 5/8" iron pin set;

Thence leave said eastern right of way line of the said Weisenberger Road and run North 76° 13' 49" East for a distance of 50.03' along the southern line of that certain right of way as described in Parcel 1 of Book 2023 at Page 413 in the said Chancery Records to a 5/8" iron pin set;

Thence South 80° 33' 44" East for a distance of 27.11' along the said southern line of that certain right of way as described in Parcel 1 of Book 2023 at Page 413 in the said Chancery Records to a "PK" nail set;

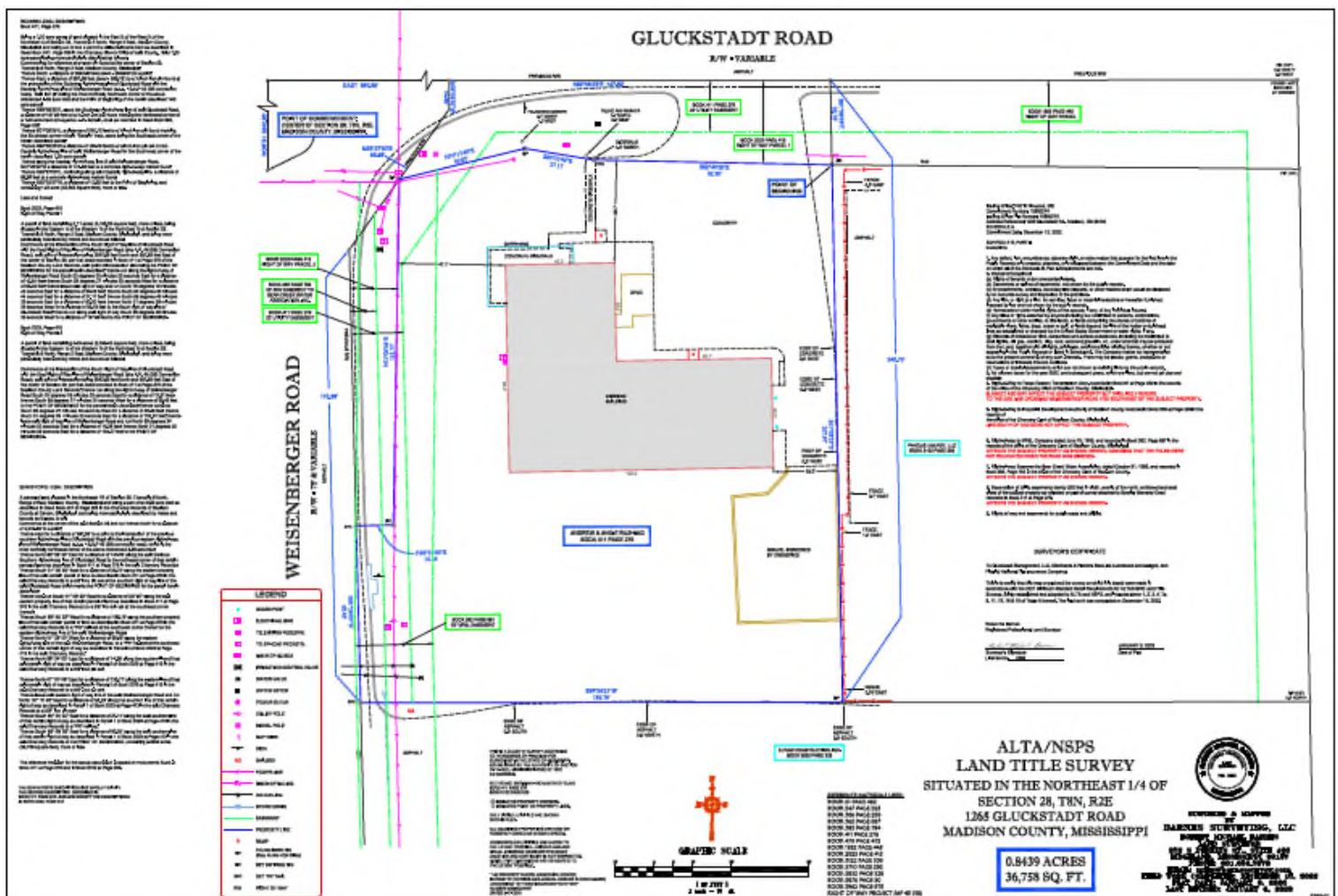
Thence South 88° 49' 28" East for a distance of 92.30' along the said southern line of that certain right of way as described in Parcel 1 of Book 2023 at Page 413 in the said Chancery Records to the **POINT OF BEGINNING**, containing 0.8439 acres (36,758 square feet), more or less.

The reference meridian for the above description is based on monuments found in Book 411 at Page 276 and in Book 3122 at Page 309.

Color Rendering



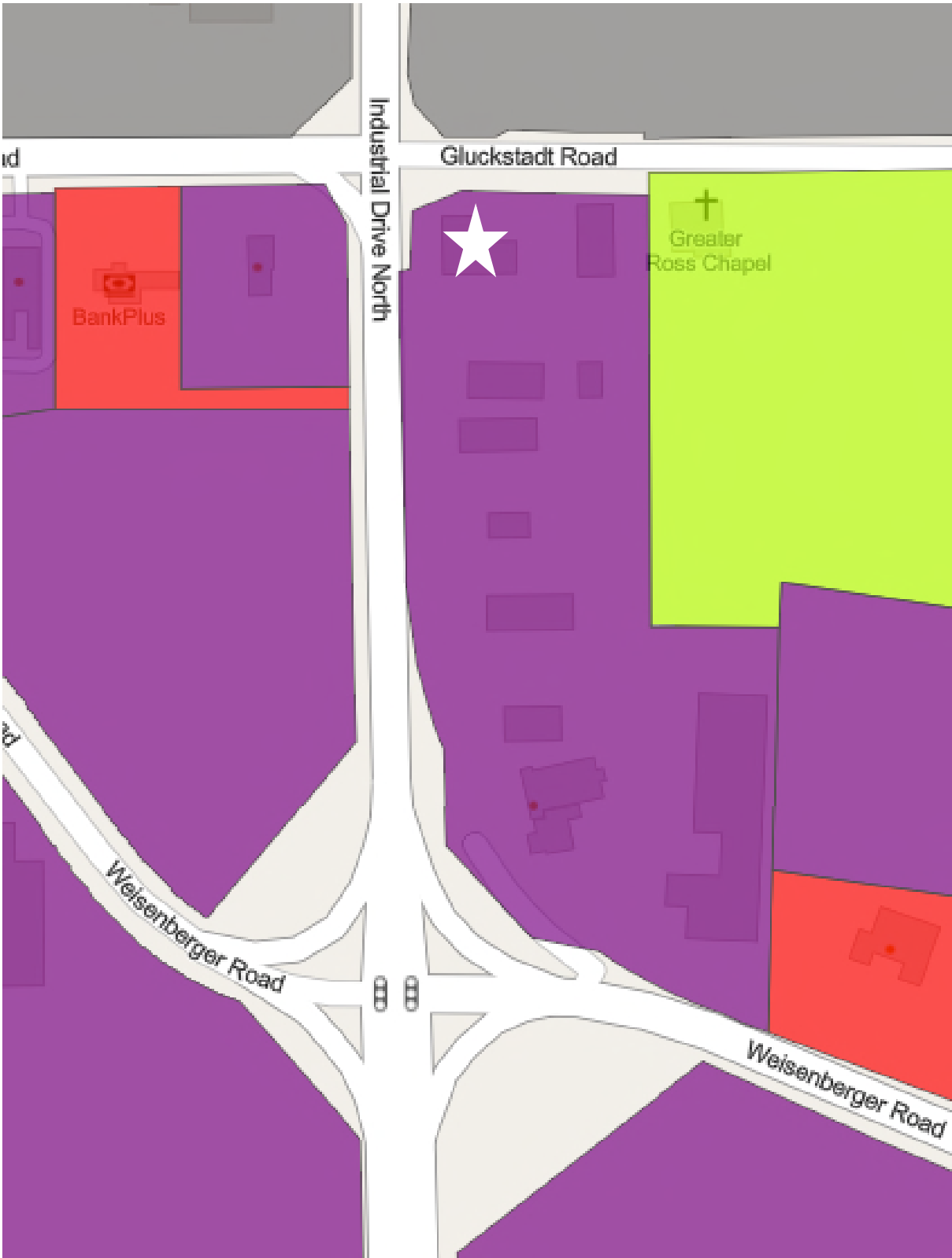
Boundary Survey



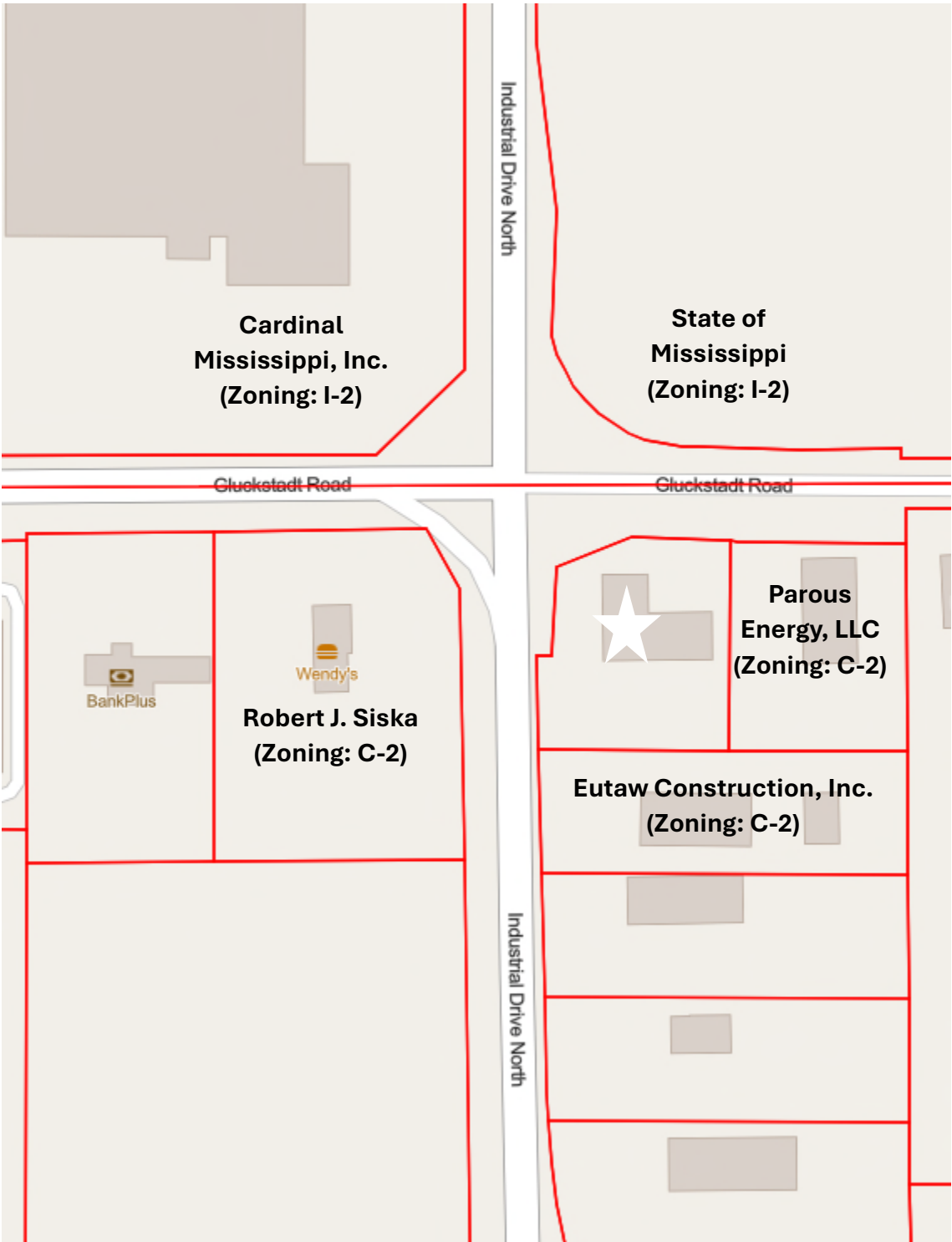
Aerial Photograph



Zoning Map

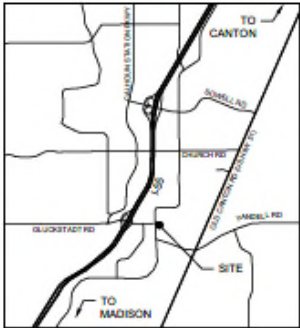


Adjacent Owners, Lot Lines, and Zoning

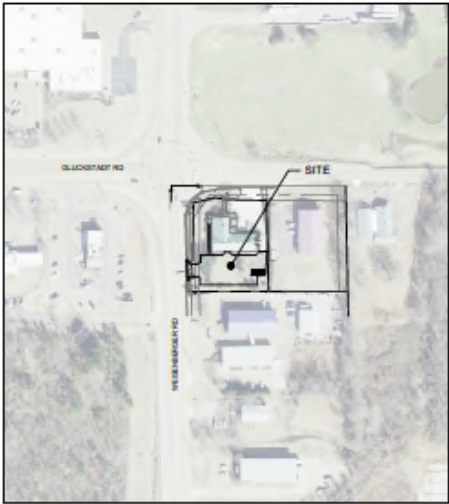


Civil Plans
(Existing Conditions, Site Plan, Grading Plan, Erosion Control Plan, and Site Details)

1265 GLUCKSTADT RD
SITE IMPROVEMENT PROJECT
1265 GLUCKSTADT RD
MADISON, MS 39110



CITY LOCATION



STREET LOCATION

TABLE OF CONTENTS

- C1.0 COVER
- C2.0 EXISTING CONDITIONS & DEMO PLAN
- C3.0 SITE PLAN
- C4.0 GRADING PLAN
- C5.0 EROSION CONTROL PLAN (SWPPP)
- C6.0 SITE DETAILS



STATE LOCATION



Know what's below
Call before you dig

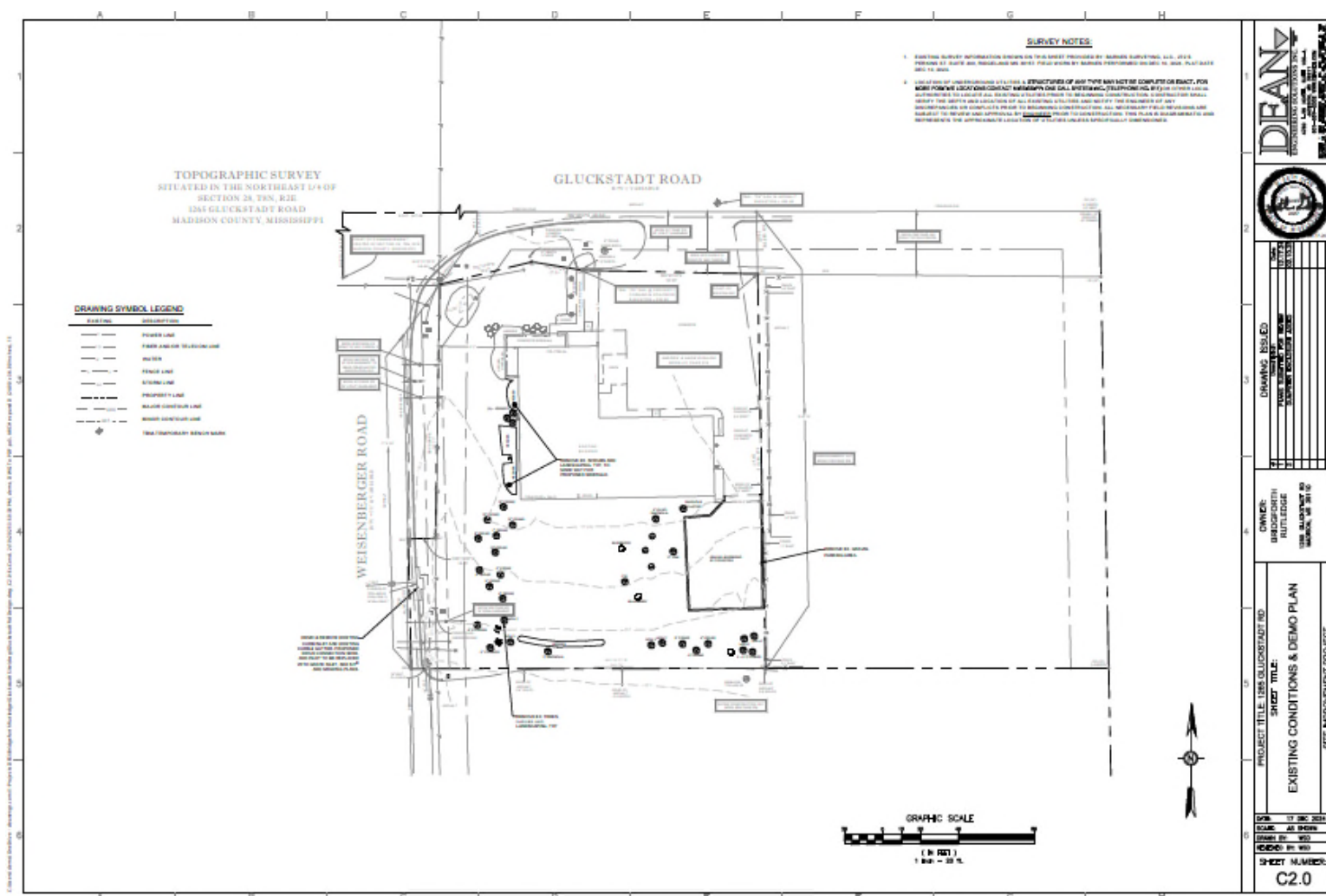
DEAN
CONSULTING ENGINEERS, INC.
1000 N. GULF BLVD., SUITE 100
DALLAS, TEXAS 75201
TEL: 214.635.1234
FAX: 214.635.1235
WWW.DEAN-ENGINEERS.COM

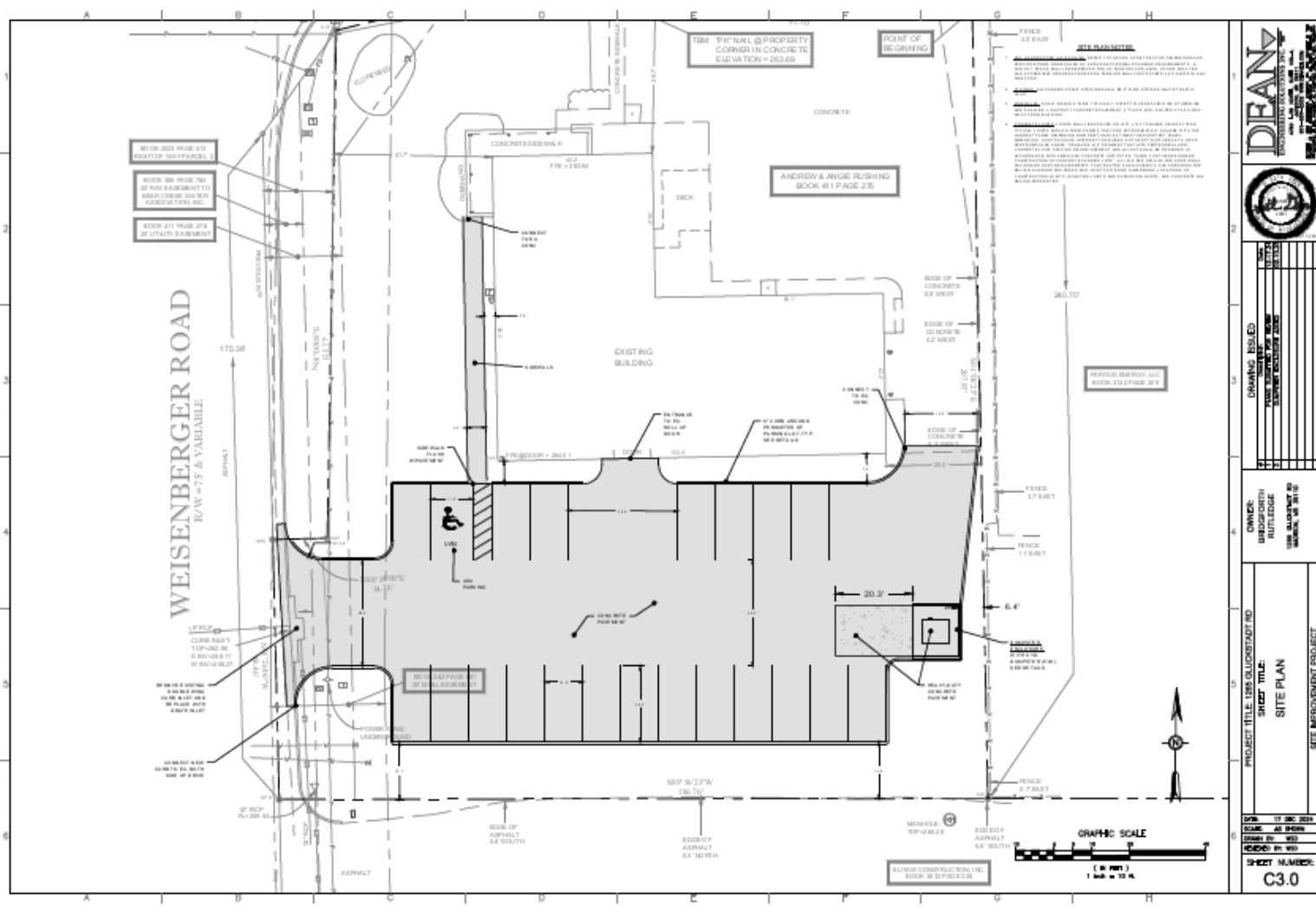
DRAWING ISSUED
DATE: 10/1/2011
BY: J. DEAN
PROJECT: 1265 GLUCKSTADT RD
SHEET: C1.0

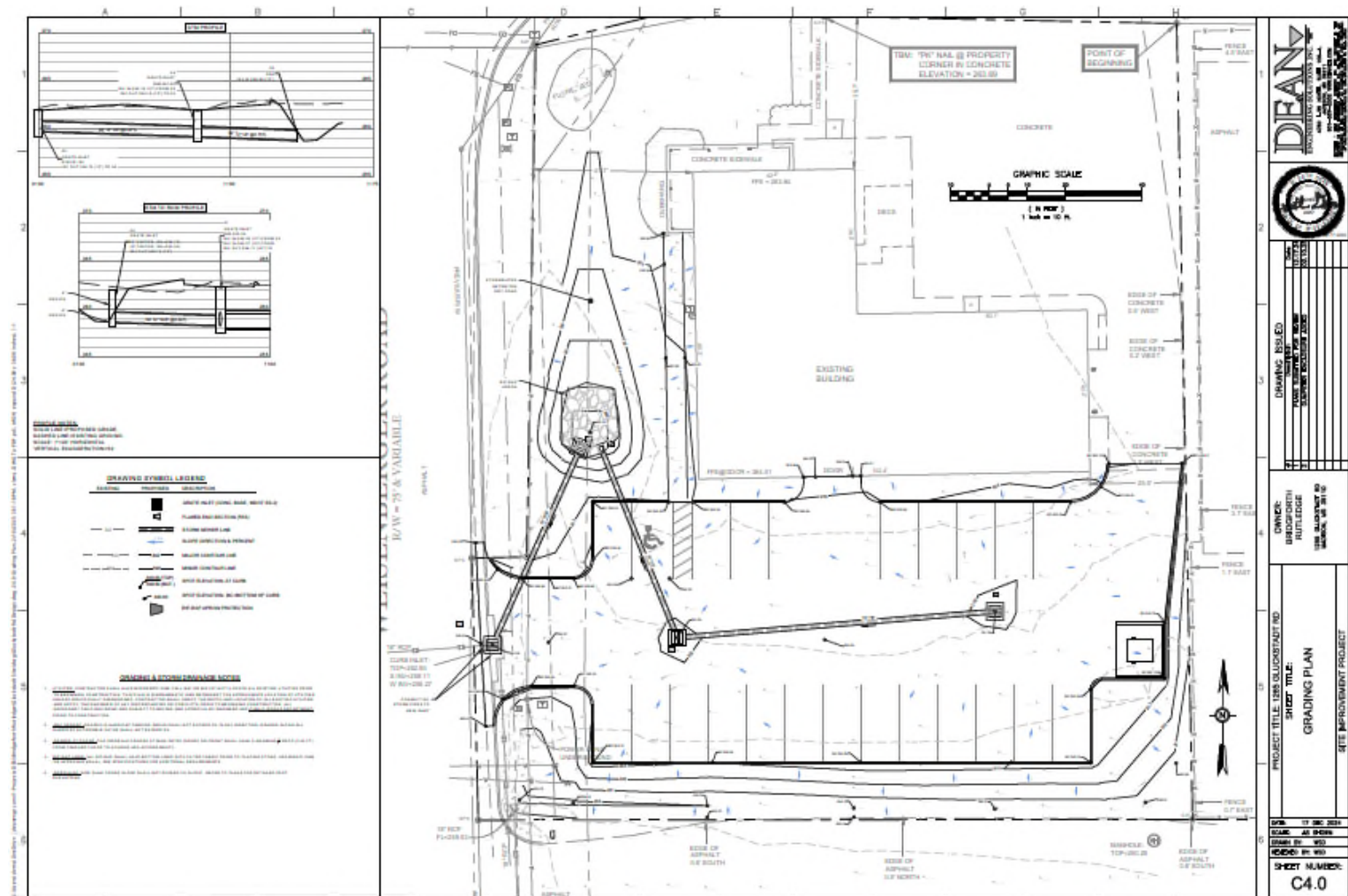
OWNER:
BIDGORTH
HUTTENLOCH
MADISON, MS 39110

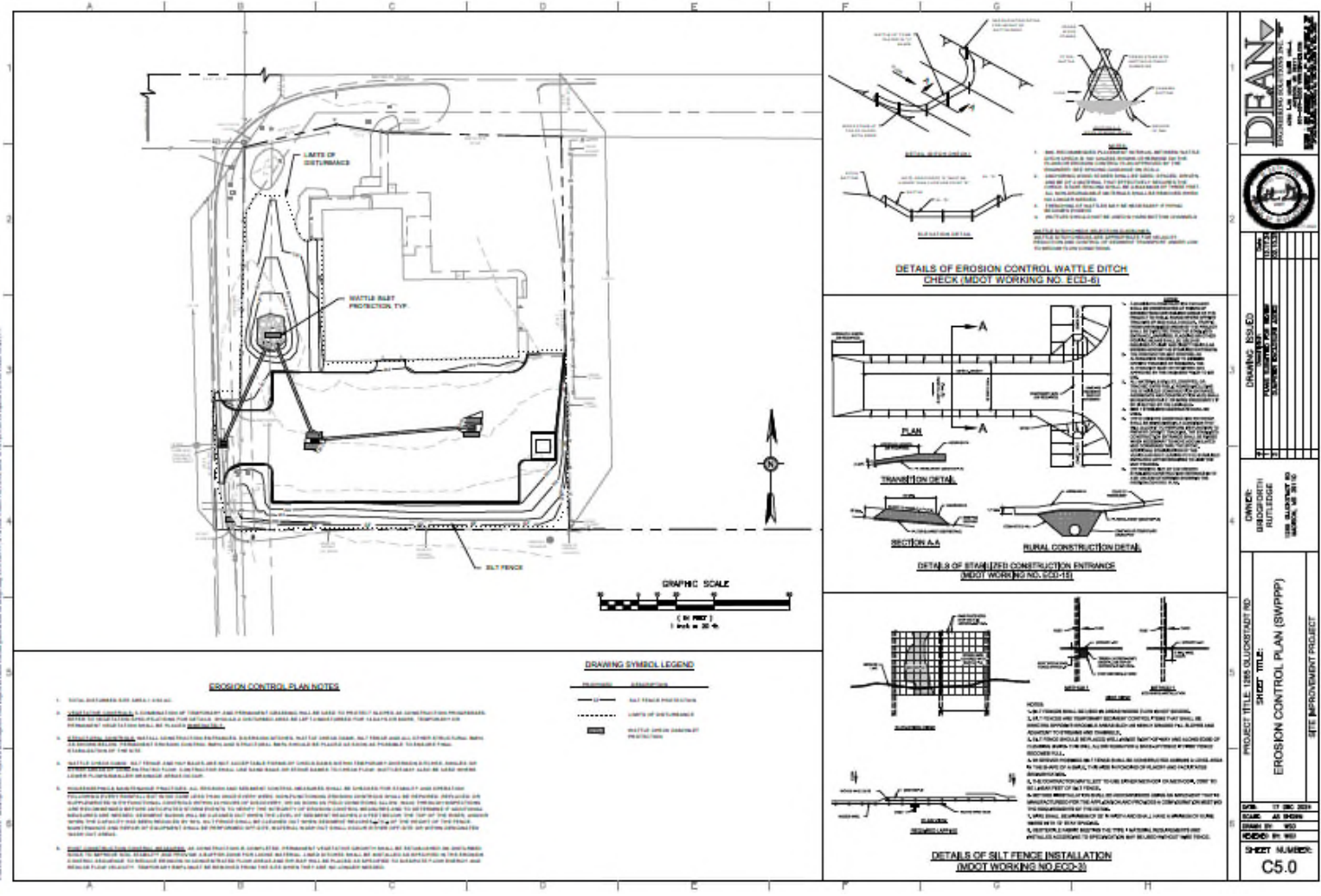
PROJECT TITLE: 1265 GLUCKSTADT RD
SHEET TITLE: COVER
SITE IMPROVEMENT PROJECT

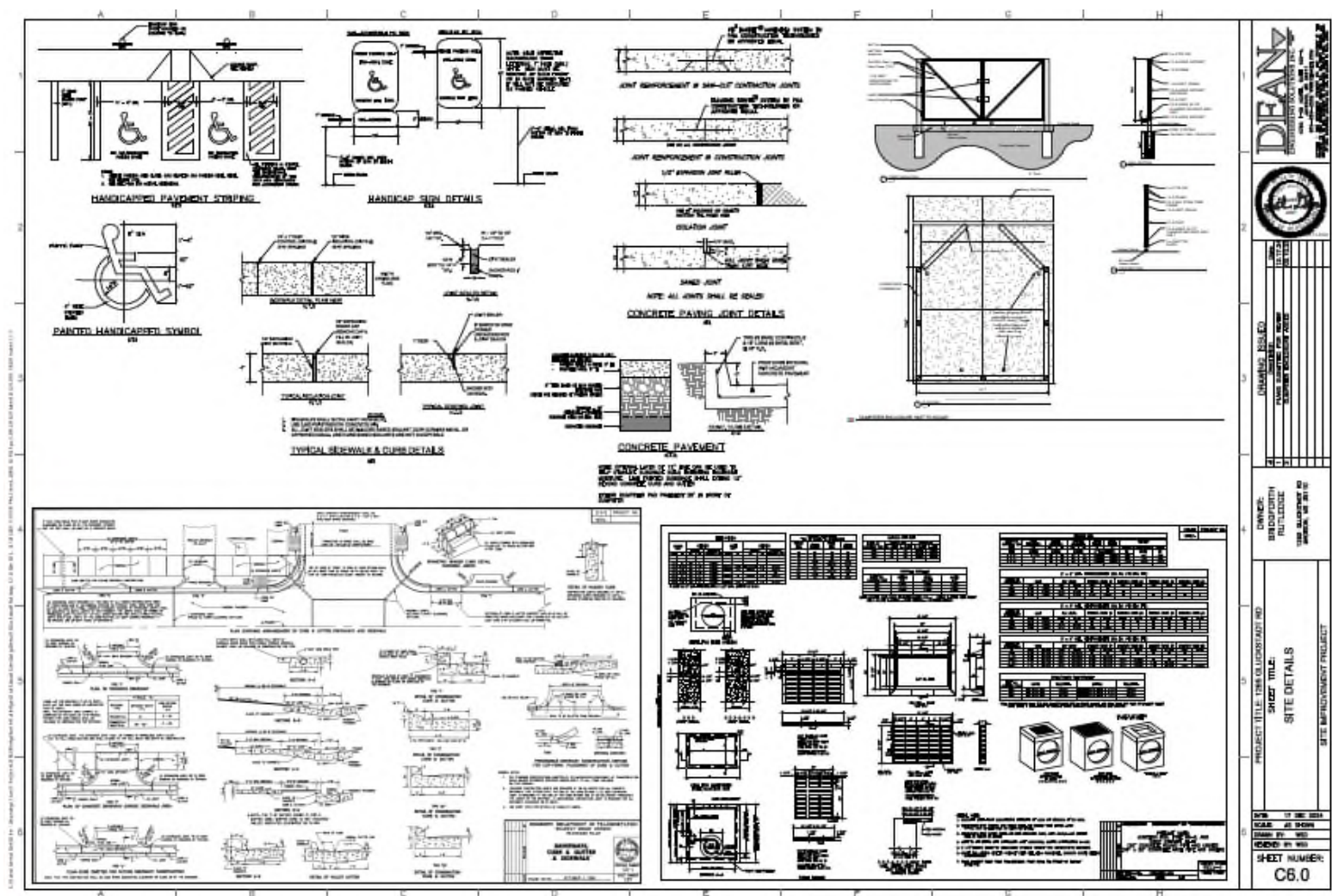
DATE: 10 DEC 2011
SCALE: AS SHOWN
DRAWN BY: J. DEAN
CHECKED BY: J. DEAN
SHEET NUMBER: C1.0











Landscape Plan

