



## PLANNING & ZONING COMMISSION MEETING

Tuesday, March 26, 2024 at 6:00 PM

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### Agenda

1. **Call to Order**
2. **Opening Prayer and Pledge of Allegiance**
3. **Consideration and Approval of Minutes**
  - A) Consideration And Approval Of February 27, 2024 Minutes
4. **New Site Plan Considerations**
  - A) Discussion and Consideration of The Meadows Preliminary Plat
  - B) Discussion and Consideration of The Corner Site Plan
5. **Old Business**
  - A) Discussion and Consideration of Variances for Candlewood Suites - Continuance
6. **New Business**
7. **Next Meeting**
  - A) The Next Planning and Zoning Meeting Will Be Held on April 23, 2024
8. **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, February 27, 2024, at 6:00 p.m. at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, Madison County, Mississippi.

The following members were present, to-wit:

Andrew Duggar  
Melanie Greer (Vice-Chairwoman)  
Phillips King  
Sam McGaugh (Chairman)  
Katrina B. Myricks  
Kayce Saik  
Tim Slattery

Absent:

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 Sam McGaugh led the Pledge of Allegiance and opened the meeting with prayer.

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) Consideration And Approval Of January 23, 2024 Minutes and January 30, 2024 Minutes
- B) Consideration And Approval Of September 27, 2022 Minutes
- C) Consideration And Approval Of January 24, 2023 Minutes

**4. New Site Plan Considerations**

- A) Consideration and Approval of Sign Standard for 346 Church Road

**5. New Site Plan Considerations**

- A) Candlewood Suites Variance Status

**6. Next Meeting**

- A) The Next Planning and Zoning Meeting Will Be Held on March 26, 2024.

**7. Adjourn**

The Board considered the Minutes of the January 23, 2023, regular meeting and the January 30, 2024 special-called meeting. The Board also considered the Minutes of the September 27, 2022 and January 24, 2023 meetings. Commissioner Melanie Greer moved to approve all minutes presented as written. The motion was seconded by Commissioner Katrina Myricks and approved unanimously. The Chairman declared the motion carried.

**Site Plan – Sign Standard for 346 Church Road**

The Board next considered the sign standards for 346 Church Road in Gluckstadt. There was discussion had regarding the brightness of the lighting of signs. William Hall addressed the Board. On motion by Commissioner Melanie Greer and seconded by Commissioner Kayce Saik, the Board voted unanimously to recommend to the Mayor and Board of Aldermen that they approve the sign standards for 346 Church Road as submitted. The Chairman declared the motion carried.

**Site Plan – Candlewood Suites**

The Board next discussed the status of the Candlewood Suites variance request. William Hall advised that the city is still waiting on civil engineering plans and once these are provided, the site plan will be considered for approval. William Hall also stated the landscape plans will

be provided as well. There was discussion on the current architectural rendering.

On motion by Commissioner Phillips King and seconded by Commissioner Andrew Duggar, the Board voted unanimously to continue the site plan consideration to the March 26 meeting. The Chairman declared the motion carried.

**OLD BUSINESS**

None.

**NEW BUSINESS**

There was discussion regarding developments being finalized in a timely manner. No action taken.

There was no further business to be presented.

**ADJOURN**

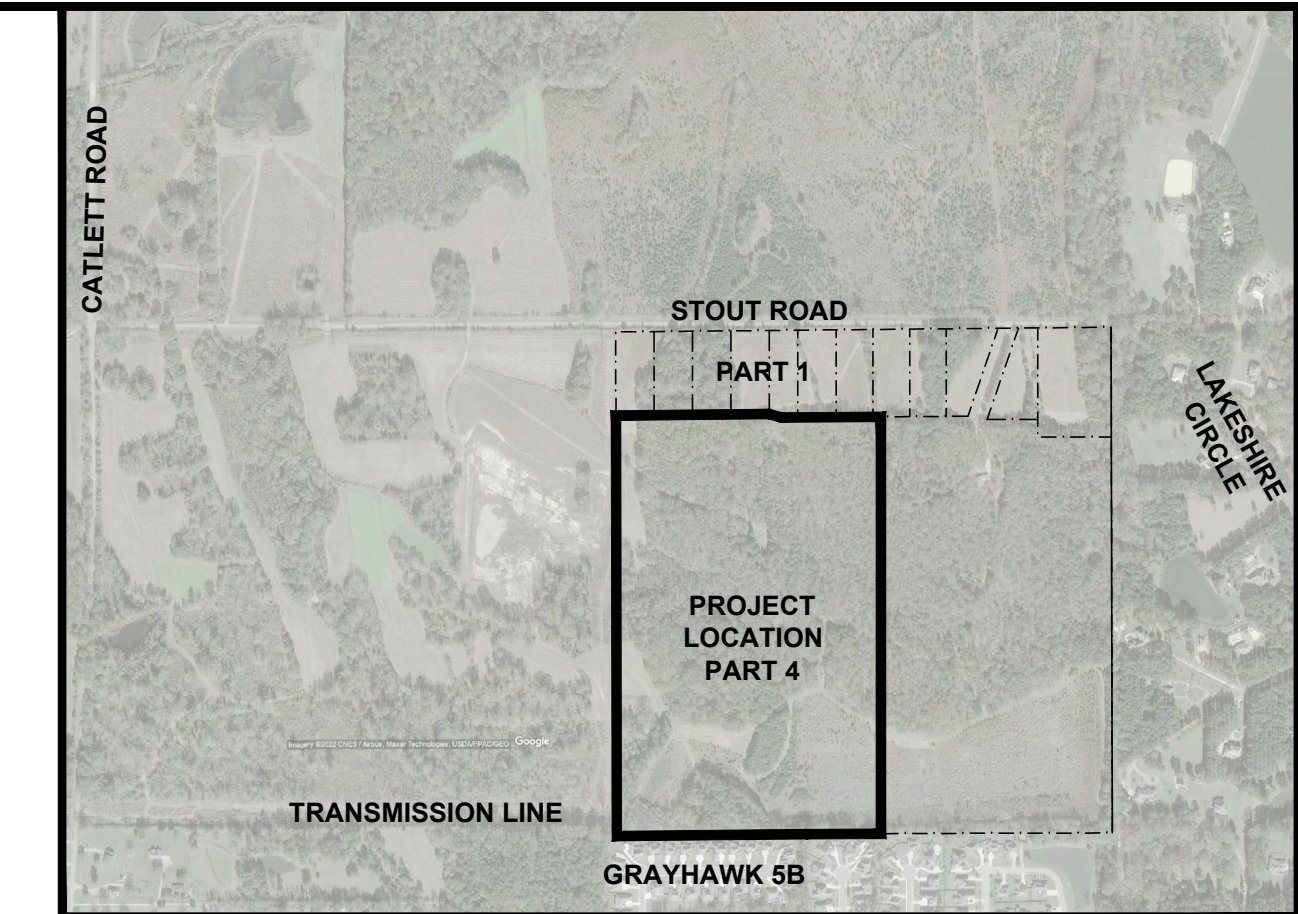
Commissioner Katrina Myricks moved that the meeting be adjourned. The motion was seconded by Commissioner Melanie Greer and approved unanimously. The Chairman declared the Motion carried.

**WITNESS OUR HANDS**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
SAM McGAUGH, Chairman

\_\_\_\_\_  
MELANIE GREER, Vice Chairman/Secretary





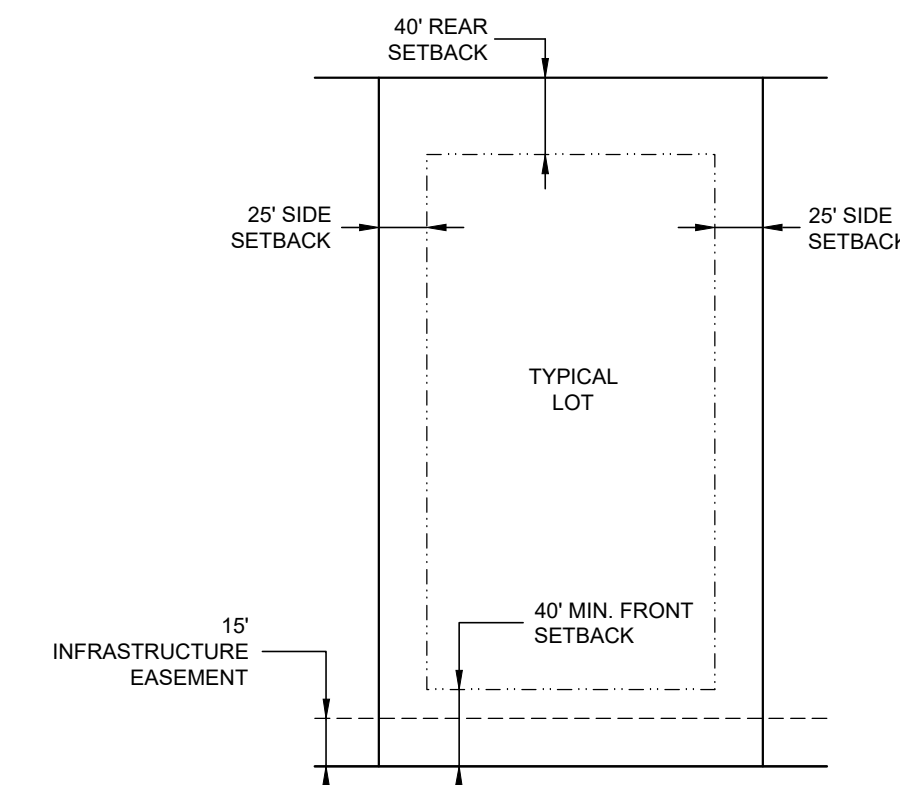
VICINITY MAP  
1"=1000'

C1		
Delta=137°23'46"		
A=239.80'		
R=100.00'		
I=258.46'		
Ch=186.34'		
Brg=3 30°29'38" W		

Line Table		
Line	Bearing	Distance
L1	S 73° 13' 22" E	62.67'

LEGEND

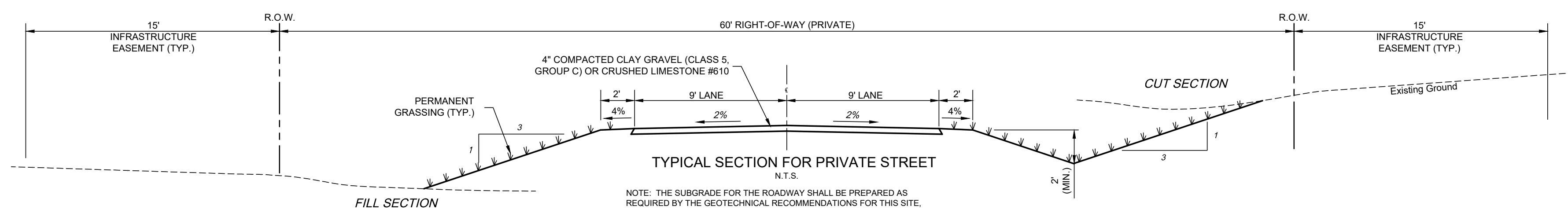
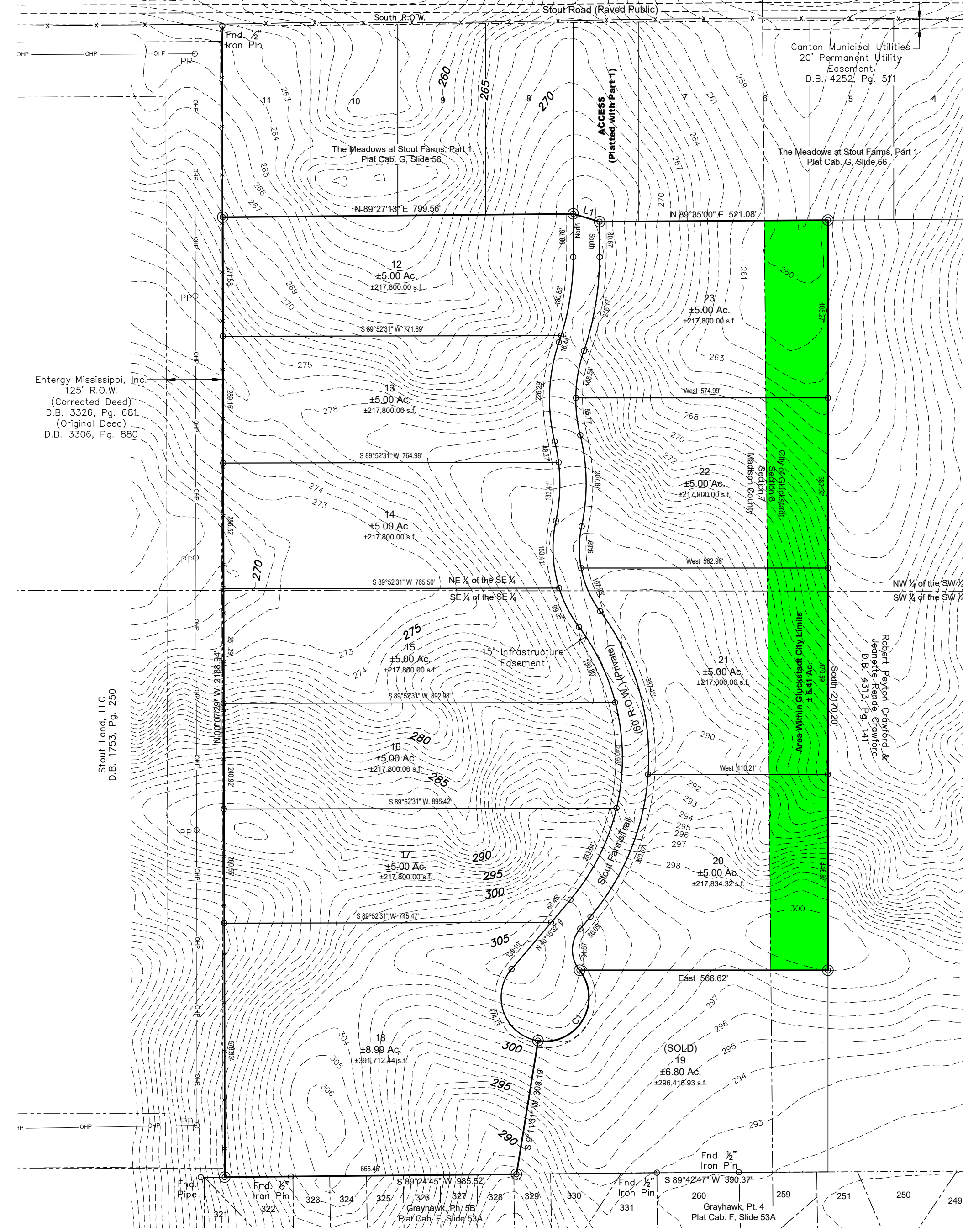
- PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- EXISTING ADJACENT PROPERTY LINE
- EXISTING LOT LINE
- PROPOSED LOT LINE



TYPICAL LOT DETAILS

GENERAL PROJECT INFORMATION & NOTES:

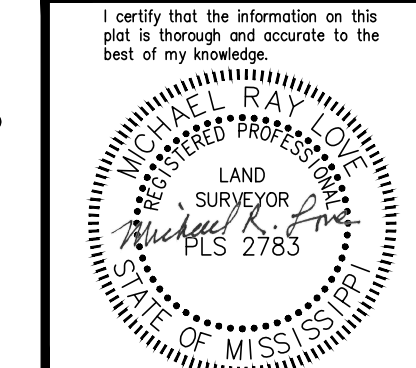
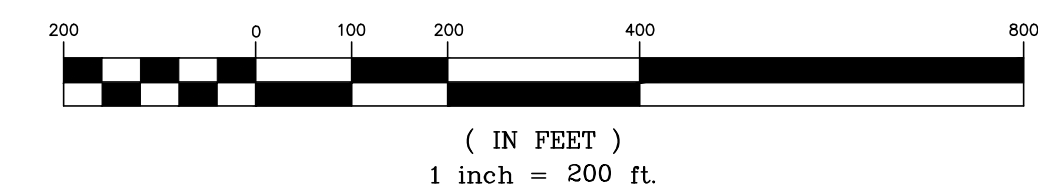
- CURRENT ZONING - A-1, AGRICULTURAL DISTRICT
- TOTAL ACREAGE - ±62.20 AC
- TOTAL LOTS - 11
- AVERAGE LOT SIZE - 5.65± AC
- MINIMUM SETBACK REQUIREMENTS:
  - FRONT - 40'
  - SIDE - 25'
  - REAR - 40'
- NOTES:
  1. WATER SHALL BE PROVIDED BY CANTON MUNICIPAL UTILITY BUT BELONG TO BEAR CREEK WATER ASSOCIATION.
  2. SANITARY SEWER SHALL BE INDIVIDUAL ON-SITE SEWER.
  3. THIS PARCEL IS LOCATED IN FLOOD ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP NOS. 28089C0395F & 28089C0415F, COMMUNITY PANEL NOS. 280228 0395 F & 280228 0415 F, EFFECTIVE DATE MARCH 17, 2010, EFFECTIVE DATE MARCH 17, 2010.
  4. THIS PLAT IS PRELIMINARY AND NOT INTENDED TO BE A FINAL PLAT. LOT LINES ARE SUBJECT TO CHANGE PROVIDED MINIMUM REQUIREMENTS OR ORDINANCES ARE MET.
  5. DATE OF FIELD SURVEY: 09/14/2023



TYPICAL SECTION FOR PRIVATE STREET  
N.T.S.

NOTE: THE SUBGRADE FOR THE ROADWAY SHALL BE PREPARED AS REQUIRED BY THE GEOTECHNICAL RECOMMENDATIONS FOR THIS SITE.

GRAPHIC SCALE



PROJECT LOCATION:  
STOUT ROAD  
MADISON COUNTY, MS  
CLIENT:  
STOUT ROAD, LLC

PROJECT:  
THE MEADOWS AT STOUT FARMS, PART 4  
SHEET CONTENTS:  
PRELIMINARY PLAT

SHEET NUMBER  
1 of 1  
PROJECT NUMBER  
B-9507



**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOWS AT STOUT FARMS, PART 4** (this "Declaration") is made as of \_\_\_\_\_, 2024 by STOUT ROAD, LLC, a Mississippi limited liability company, collectively (the "Declarant").

WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property situated in Madison County, Mississippi, being more particularly described on Exhibit A attached hereto (the "Property"), and Declarant has created and developed thereon a residential community commonly known as The Meadows at Stout Farms, Part 4, Subdivision (the "The Meadows at Stout Farms"); and

**WHEREAS**, The Meadows at Stout Farms, Part 4 consists of single-family residences constructed on lots (each, a "Lot"), located on the Property, being more particularly shown and designated on the Plat attached hereto and made a part hereof (the "Plat");

**WHEREAS**, Declarant desires to provide for the preservation of the values in The Meadows at Stout Farms, Part 4 and for the maintenance of certain areas as may be designated by the Declarant and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (sometimes referred to as the "Covenants and Restrictions"), each and all of which is and are for the benefit of the Property and each owner of a Lot ("Owner" or "Lot Owner"); and

**WHEREAS**, the primary purposes of this Declaration and for foremost consideration in the origin of same has been the creation of a desirable residential community, pleasing to visit and functionally convenient, Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the Covenants and Restrictions and collecting and disbursing any assessments or charges as may be created pursuant to the provisions hereof.

**NOW, THEREFORE**, Declarant declares that the Property is and shall be held, transferred, leased, sold, conveyed and occupied subject to this Declaration and the Covenants and Restrictions, to-wit:

**Section 1. Uses.** The Property shall be used for single family residential purposes only, and no residence shall be built on any Lot other than single family homes and related community facilities, as Declarant may determine. All homes built must contain a minimum of two thousand four hundred (2,400) square feet of heated and cooled living area, together with an attached or detached garage.

**Section 2. Restrictions.** No structures shall be erected altered or replaced or permitted to remain on any Lot other than a single family residence, together with the usual and customary outbuildings such as garages, barns, and "guest house" as set forth herein. All buildings erected on any Lot shall be of new construction and approved in writing by Declarant. Each Lot shall not be subdivided further, and only one (1) residence per Lot shall be allowed;

provided, however, one (1) residence for guests (i.e., a “guest house”) per Lot shall be allowed, one (1) barn, and one (1) workshop/detached garage (“workshop”) per lot shall be allowed. A barn or workshop may be constructed on the back portion of the Lot prior to the construction of the main residence but location and construction materials must account for the future construction of the main residence on the front portion of the Lot, all to be approved in writing by Declarant. Any guest house must contain a minimum of one thousand (1,000) square feet of heated and cooled living area. All guest house new construction shall be approved in writing by Declarant. The term “residential purpose” as used herein shall be construed to exclude among other things, hospitals, duplex houses, apartment houses, garage apartments, and to exclude commercial use. Notwithstanding anything contained herein to the contrary, this Declaration does not prohibit any community facilities of Declarant.

**Section 3. Set Backs.** All residences constructed on a Lot shall be set back a minimum of forty (40) feet from the front lot line, twenty-five (25) feet from each side lot line and forty (40) feet from the rear lot line, unless approved in writing by the Declarant. Except as otherwise approved by the Declarant, any other building located on any Lot shall (i) comply with same setbacks, (ii) be constructed out of the same material as the residence, and (iii) if not enclosed, shall be screened from the front and side street(s).

**Section 4. Disposal Systems.** A sewerage disposal system shall be installed by the Owner of a Lot in conjunction with the construction of any single-family residence on a Lot. Such sewerage disposal system shall adequately meet all septic requirements associated with such Lot, including, without limitation, those requirements and requisite approvals imposed by Madison County, Mississippi.

**Section 5. Manufactured Housing.** No trailer, “Manufactured Home”, or mobile home shall be placed on any Lot. “Manufactured Home” as used herein, means any residence which as a whole or in components is fabricated elsewhere and moved to the parcel, or is classified as a “shell house” or in common parlance is referred to as a “Jim Walter” house.

**Section 6. Nuisances.** No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done that is or will be a nuisance to the neighborhood.

**Section 7. Easements and Private Road.** Declarant hereby reserves the following easements for utilities and drainage over and across the Lots as follows: as shown on the attached and any recorded plat. The easements are reserved for drainage and for the construction, maintenance, and repair of a system or systems of electrical power, natural gas, telephone, communication, sewer, storm-sewer and water lines. Neither the Declarant, its successors or assigns, nor Madison County, Mississippi, nor any utility company using the easements herein referred to, shall be liable for any damage done by them, their agents, employees or contractors, to shrubbery, trees, flowers, or other property of any Owner situated on the land covered by said easements, except to restore the surface of the land to reasonably the same conditions as before.

Declarant hereby creates for the owners of all Lots, a perpetual, non-exclusive easement for ingress and egress over and across the private street and drive common to or used by owners of lots along said private road as shown on the subdivision plat of The Meadows at Stout Farms and on any subdivision plat of any additional property annexed hereto.

By acceptance of delivery and recordation of its Deed, each owner of a Lot covenants and agrees that said roadway is a private drive and Common Area. The cost of maintaining said roadway in a good, passable condition under all traffic and weather conditions shall be borne by Declarant and Owners based on the following: each Owner shall pay when due as an assessment a fraction of the total road assessment, the numerator of which fraction is the number of Lots owned and denominator of which is the total number of lots that use the private road for access.

The subdivision plat of The Meadows at Stout Farms shall include multiple phases with private roads providing access to those specific lots along said private road in each phase. Each Lot Owner within the The Meadows at Stout Farms shall only be entitled to a perpetual, non-exclusive easement for ingress and egress over and across the private road that provides access to the owner's Lot(s), and each Lot Owner shall only be responsible for maintaining their portion of the private road, as set out above, that provides access to the owner's Lot (s).

**Section 8. Utility Titles.** The title conveyed by the Declarant to purchasers of Lots in The Meadows at Stout Farms shall not in any event be held or construed to include the title to the water, gas, sewer, TV or other communication transmission cables, electric light, electric power, telephone, telegraph line, poles or conduits or any other utility or appurtenances thereon constructed by the Declarant, its successors or assigns, or by any utility company upon said Property. The right and easement to maintain, sell, assign, repair, or lease such lines, utilities, and appurtenances erected by the Declarant, its successors or assigns, to any public service corporation or any other parties is hereby expressly reserved by the Declarant.

**Section 9. Trash.** No trash or refuse may be stored, thrown or dumped on any Lot or any other portion of the Property.

**Section 10. Livestock.** Up to one (1) horse or cattle per two and one-half (2.5) acres may be kept inside a fenced enclosure on a Lot. No roosters shall be allowed on a Lot and any other farm animals not specifically addressed here shall be approved in writing by Declarant.

**Section 11. Dogs/Cats.** The care and housing of a large number of dogs and kennels is prohibited, provided, however, dogs and cats regularly housed at the residence of an Owner shall be permitted. Regardless of number, the keeping of said animals shall in no way constitute an annoyance or nuisance to The Meadows at Stout Farms or to any Lot Owner.

**Section 12. Building Materials.** No building materials of any kind or character may be placed or stored upon any Lot for more than three (3) months, except with the consent of the Declarant, prior to the time the Lot Owner commences construction of its improvements. Thereafter, all building materials on said Lot shall be stored in a neat, orderly, and unobtrusive manner or properly screened, and said building materials shall be limited to that which is reasonably necessary for the construction of, or the maintenance of, the residence or other buildings located thereon. Construction debris shall not be permitted to litter any Lot during the course of construction. Further, concrete blocks and asbestos siding as building materials for an exterior finish are prohibited without Declarant's prior express written consent.

**Section 13. Signs.** No signs, billboards, posters or advertising devices of any character shall be erected on any Lot, except (i) "For Sale" signs not exceeding thirty-six (36) inches by forty-eight (48) inches, (ii) signs identifying the owner of the property not exceeding two (2) square feet in size, (iii) signs of Declarant advertising and/or identifying the Property or any Lot for sale, and (iv) as otherwise permitted by the Declarant.

**Section 14. Vehicles.** No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates shall be kept on any Lot unless the Lot Owner has paid taxes on such vehicles. Those disabled vehicles not requiring the payment of taxes and purchase of license plates or which are not in operating condition shall not be permitted to be kept on any Lot and shall be removed therefrom.



**Section 15. Fences.** All fencing and fences along the front of the lots shall be iron or wooden rail fences, and shall be constructed from iron, cedar, cypress, redwood, pressure treated pine or such other material as shall be approved by Declarant prior to construction. Barbed-wire fencing shall be permitted on the sides and back of any Lot unless fronting a private or public road, in which case the fencing shall be iron or wooden rail fences, and shall be constructed from iron, cedar, cypress, redwood, pressure treated pine or such other material as shall be approved by Declarant prior to construction.

**Section 16. Reserved.**

**Section 17. No Construction Over Easements.** No structures shall be erected on any portion of a Lot which is subject to any easement, except for driveways.

**Section 18. Reserved.**

**Section 19. Reserved.**

**Section 20. Lot Maintenance and Upkeep.**

**A.** Each Owner shall maintain its Lot in a neat and attractive manner. Upon the Owners' failure to do so, the Declarant may, at its option, after giving the Owner thirty (30) days prior written notice sent to his last known address, have any grass, weeds and vegetation cut and have dead trees, shrubs and plants removed from any Lot when and as often as the same is necessary in Declarant's sole judgment. The costs of such cutting and/or removal shall be for the account of the Owner, payable with ten (10) days of invoice thereof. Declarant's remedy may be superseded by the regulations and rules promulgated by the Association or as may be established by Declarant or the Lot Owners as provided herein.

**B.** Each Owner shall maintain its Lot in such condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement shall be in effect from the beginning of site preparation and shall continue through the establishment of and maintenance of permanent vegetative cover. Owner understands and agrees that Declarant is not responsible for any damage suffered by any Owner as a result of site preparation work carried out by a Lot Owner or by such Owner's agents, employees, or subcontractors and Owner agrees to defend and hold Declarant harmless from any such damages or claim of damages sustained in connection therewith.

**Section 21. Reserved**

**Section 22. Architectural Approval.**

**A.** All construction plans (including plot, landscape and renovation plans) shall be submitted to the Declarant for approval prior to any improvement or landscaping thereof. Notwithstanding the provisions of Section 3, because of Lot configurations, the Declarant reserves the right to approve the location (to be built or rebuilt) of any structure on each Lot. A complete set of building and landscape plans and specifications and a site plan of the location of any improvements shall be delivered to the Declarant prior to commencement of construction and no construction shall commence until all such plans shall have been approved in writing by Declarant as being in conformity and harmony with the design and location of The Meadows at Stout Farms and existing structures and in compliance with this Declaration, all of which shall be at the sole discretion of Declarant. All exterior construction of homes and buildings must be commenced within six (6) months of approval (or such approval will lapse) and once commenced, construction must be completed within one (1) year from the date commenced, subject to Declarant’s approved extensions. After completion, such construction shall be appropriately cared for and well maintained for the benefit of all Lot Owners.

**B.** Declarant reserves the right to assign such rights as shall be vested in Declarant by virtue of this Paragraph to an Architectural Review Committee established by the Association referenced in Paragraph 24(B) infra.

**C.** Plan Approvals. Neither the Declarant nor any architectural committee shall be liable for damages to any person submitting requests for construction or architectural approval or to any Lot Owner or other person by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. Architectural approval maybe refused on any reasonable grounds, including aesthetic conditions.

**Section 23. Temporary Structures.** No temporary structures (trailers, mobile homes) shall be placed on any Lot. Campers, motor homes, trailers and large boats must be kept in enclosed garages or otherwise tastefully screened from view (as taste is defined by Declarant), except as Declarant shall otherwise approve.

**Section 24. Homeowners Association.**

**A.** Declarant reserves the right to organize and establish, or to permit the Lot Owners, with Declarant’s prior written approval, to organize or establish the The Meadows at Stout Farms Homeowners’ Association (the “Association”), for the purpose of effecting the interest, purposes, and objectives of Declarant and this Declaration.

**B.** Every person or entity who owns any Lot or property in The Meadows at Stout Farms shall be a member of the Association, if any when formed, and shall abide by its Articles of

Incorporation and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall have responsibility for the maintenance and upkeep of any common areas, the maintenance, upkeep and operating expenses of the entrance ways to The Meadows at Stout Farms, enforcement of these covenants, the determination of assessments and the collection thereof, and such other matters as its membership shall approve. Each Lot Owner shall pay to the Association its annual or special assessment for the expenses of the Association applicable to his or her Lot, together with reasonable interest, and collection charges and attorneys' fees and expenses in the event collection becomes necessary and does hereby grant to the Association a continuing lien upon such Lot for payment of such expenses. Such expenses are also the personal obligation of the Lot Owner, but delinquent assessments shall not pass to purchaser unless expressly assumed by them. The lien for assessments shall be subordinate to the lien of any recorded first mortgage or first deed of trust upon any Lot. Assessments shall be fixed by the Association in accordance with the Articles of Incorporation and Bylaws of the Association.

C. Neither Declarant nor any Lot shall be subject to such assessment until voluntarily sold to a third party. Either the Declarant or the Association, through its Board of Directors, may further subordinate the Association's liens for assessments and other charges whenever it is reasonable to do so.

**Section 25. Declarant Rights and Reservations.** Declarant may designate a representative to exercise any rights held by Declarant herein, or may assign to any person or entity or association its rights in whole or in part; or may subject additional properties to these Covenants from time to time in its discretion, by appropriate instruments recorded in the office of the Chancery Clerk of Madison County, Mississippi, as provided in Paragraph 26(B) infra. No provisions in this Declaration or the Articles of Incorporation or Bylaws of the Association, and no Lot Owner shall interfere with the right of Declarant to market, to sell, to lease, to construct or permit to construction, to relocate or alter any Lot line so long as the minimum Lot size provided for herein is not violated, to complete or alter improvements or refurbish any common areas as may be established by Declarant or the Association or any portion of the property owned by Declarant, or alter any construction plans and designs, or add others and to add other property or phases to the project deemed advisable by the Declarant. Such right shall include, but not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as maybe reasonably necessary for the conduct of Declarant's business or completion of the work or sale or lease of the Lots to others. By acceptance of a deed to a Lot or any portion of the Property, each Lot Owner acknowledges that Declarant's activities may constitute a temporary or permanent inconvenience to any Lot Owner and each Lot Owner consents thereto. No consent or approval of any Architectural Committee established by the Association or any Lot Owner shall be required for any structures constructed by Declarant or any activities of Declarant. Notwithstanding anything to the contrary in this Declaration, including any amendments hereto, the written approval of Declarant shall be required before any amendment is made to this section of this Declaration so long as Declarant owns any portion of the Property, including any Additional Property, subjected to this Declaration. Declarant shall be entitled to the nonexclusive use of the Common Areas, without further cost, for access, egress, ingress, use or enjoyment, in order to show the Property to its prospective purchasers or lessees and/or to dispose of the same. Each Lot Owner hereby grants to Declarant, by acceptance

of the deed to such Lot Owner's Lot, an irrevocable special power of attorney to execute and record all documents and maps necessary to allow Declarant to exercise its rights under this section. This section shall be effective for so long as Declarant owns any portion of the Property (including any Additional Property) or any Lot subject to this Declaration.

**Section 26. Intentionally Omitted.**

**Section 27. Intentionally Omitted.**

**Section 28. Construction.** This Declaration, including all Covenants and Restrictions and reservations appearing herein, as well as those in any deed for any Lot, shall be construed together, but if any one of the same shall be held to be invalid or for any reason not enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect. Further, the headings herein are for convenience only, and shall have no bearing on the enforce ability of the provisions of these covenants.

**Section 29. Leasing Prohibition.** No short term rentals shall be allowed. No Lot Owner may lease the residence or guest-house located on any Lot or any portion of a Lot unless such Lease shall be in writing for an initial term of not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration. Declarant shall be provided copies of Leases upon request.

**Section 30. Duration.** This Declaration, and the Covenants and Restrictions contained herein, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant and any Lot Owner, and their respective legal representatives, heirs, successors, and assigns, for an initial term ending December 31, 2051, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then Lot Owners has been recorded in the Office of the Chancery Clerk of Madison County, Mississippi, agreeing to abolish and terminate this Declaration and the Covenants and Restrictions set forth herein. Notwithstanding the foregoing, no such agreement to abolish and terminate this Declaration and the Covenants and Restrictions set forth herein shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment and termination.

**Section 31. Amendments.** Notwithstanding anything contained herein to the contrary, this Declaration and the Covenants and Restrictions set forth herein may be amended, modified and/or supplemented either: (i) by the Declarant, at any time prior to December 31, 2051, or (ii) by the affirmative vote of not less than sixty-seven percent (67%) of the Lot Owners. In each case, any such amendment shall be evidenced by a document in writing, properly executed and recorded in the Office of the Chancery Clerk of Madison County, Mississippi. Provided, however, in no event shall any amendment affect, subordinate, or be in derogation of Declarant's rights as reserved in Paragraph 25 and/or 26.

**Section 32. Enforcement of Declaration.**

**A. Compliance.** If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner, lessee or other persons, then each of the other Owners, the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then the Declarant and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owners of the Lot where such structure or improvements is located or who otherwise causes such violation, if the violation is not corrected by such Owners within thirty (30) days after written notice of such violation. Any person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Paragraph 24 above. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

**B. Enforcement.** This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (i) to collect any amounts payable by any Owner to the Association under this Declaration, including Assessments, attorney's fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner under this Declaration or otherwise specified in this Declaration, including Paragraph 24, and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. The Declarant, the Association, and each Owner by acceptance of a deed or other conveyance document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

**Section 33. Severability.** Invalidation of any article or section of this Declaration, or any Covenant or Restriction set forth herein, whether by judgment or court order, shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

**Section 34. Captions and Gender.** The captions contained in this Declaration are for convenience only are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.



WITNESS THE SIGNATURE OF THE DECLARANT, effective as of the date first set forth above.

DECLARANT:

STOUT ROAD, LLC,  
A Mississippi limited liability company

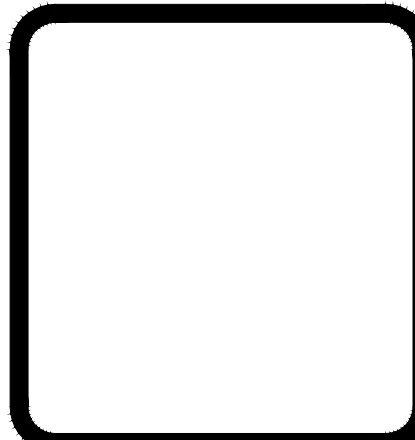
By: \_\_\_\_\_  
Stephen Cook, Member and Authorized Signer

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, within my jurisdiction, the within named Stephen Cook who acknowledged he is Member and Authorized Signer for Stout Road, LLC, and that in said representative capacity he executed the above and foregoing instrument after first having been duly authorized so to do.

\_\_\_\_\_  
Notary Public

REVISIONS	BY



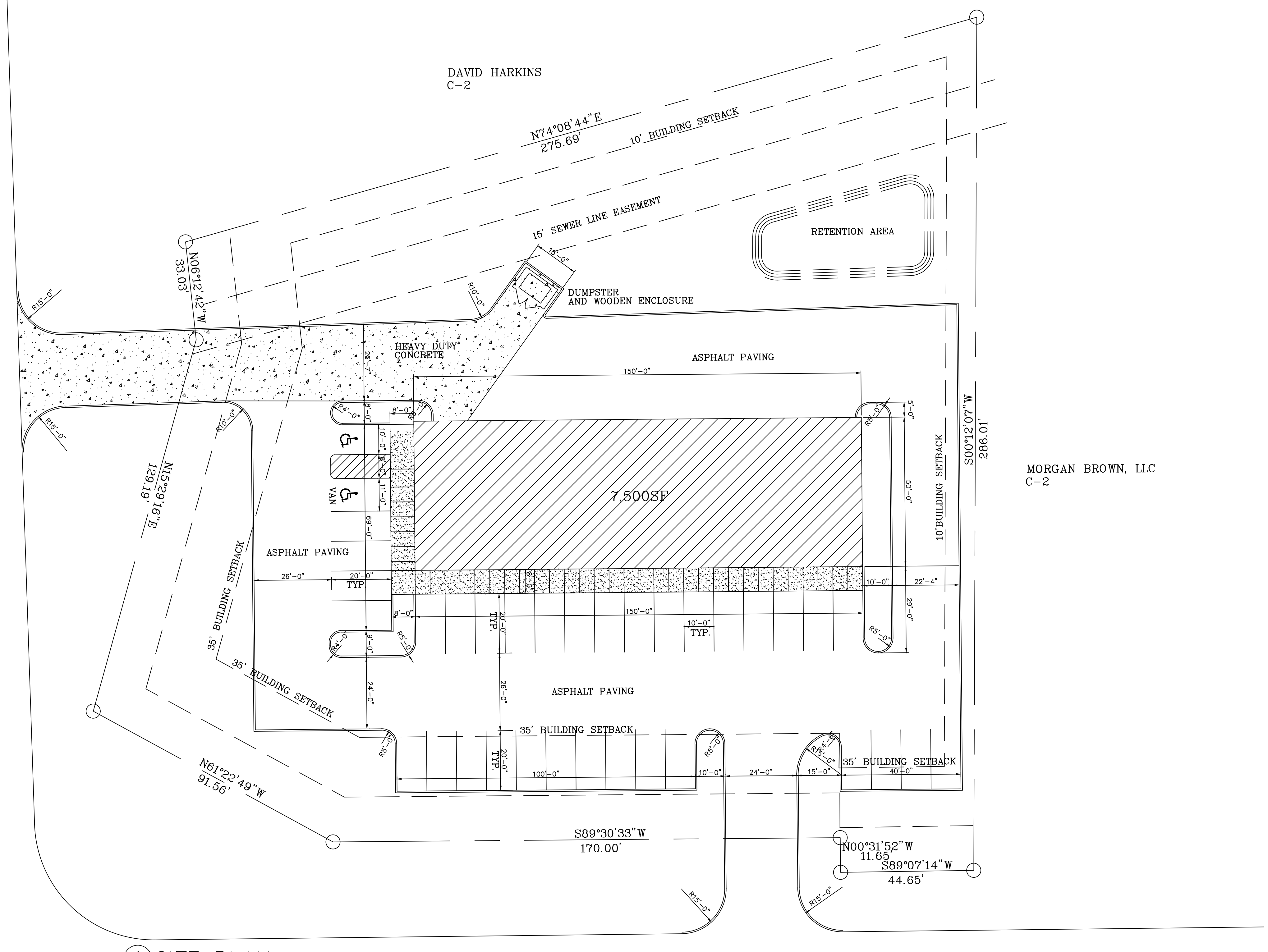
WOOLDRIDGE & ASSOCIATES  
464 CHURCH RD. SUITE 700  
MADISON, MS 39110  
601-209-8888  
WOOLDRIDGEARCHITECTURE@AIGOO.COM

THE CORNER  
Church Rd & Old Jackson Road  
Gluckstadt, Mississippi

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DRAWN
CHECKED
DATE 12/16/20
SCALE
JOB NO.
SHEET
A0.0
OF SHEETS

OLD JACKSON RD



DAVID HARKINS  
C-2

MORGAN BROWN, LLC  
C-2

1 SITE PLAN  
A1.0  
SCALE: 1"=20'-0"

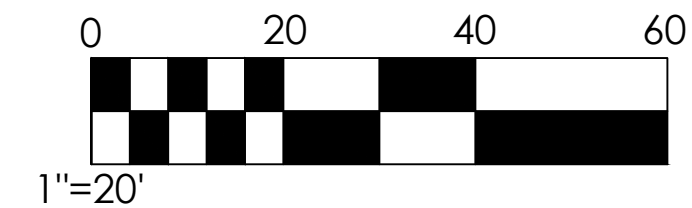
PARCEL# 082E-15-001/00  
C-2 COMMERCIAL ZONING  
SITE AREA 64,761SF  
BUILDING AREA 7,500SF  
AREA COVERAGE 11.5%

PARKING REQUIRED  
7,500SF /225 = 33.33 (34) SPACES

TOTAL REQUIRED SPACES = 34 SPACES  
PROVIDED SPACES = 36 SPACES

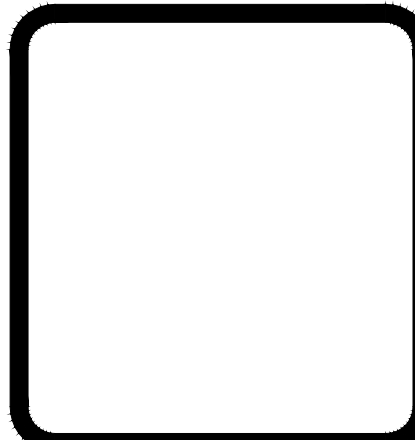
FLOOD ZONE 'X'  
BUILDING USE; OFFICE/ COMMERCIAL

CHURCH ROAD



DW 4/16/2021 3:00 PM RICHARD SIMS SITE.dwg

REVISIONS	BY



WOOLDRIDGE & ASSOCIATES  
464 CHURCH RD. SUITE 700  
MADISON, MS 39110  
601-209-8665  
WOOLDRIDGEARCHITECTURE@YAHOO.COM

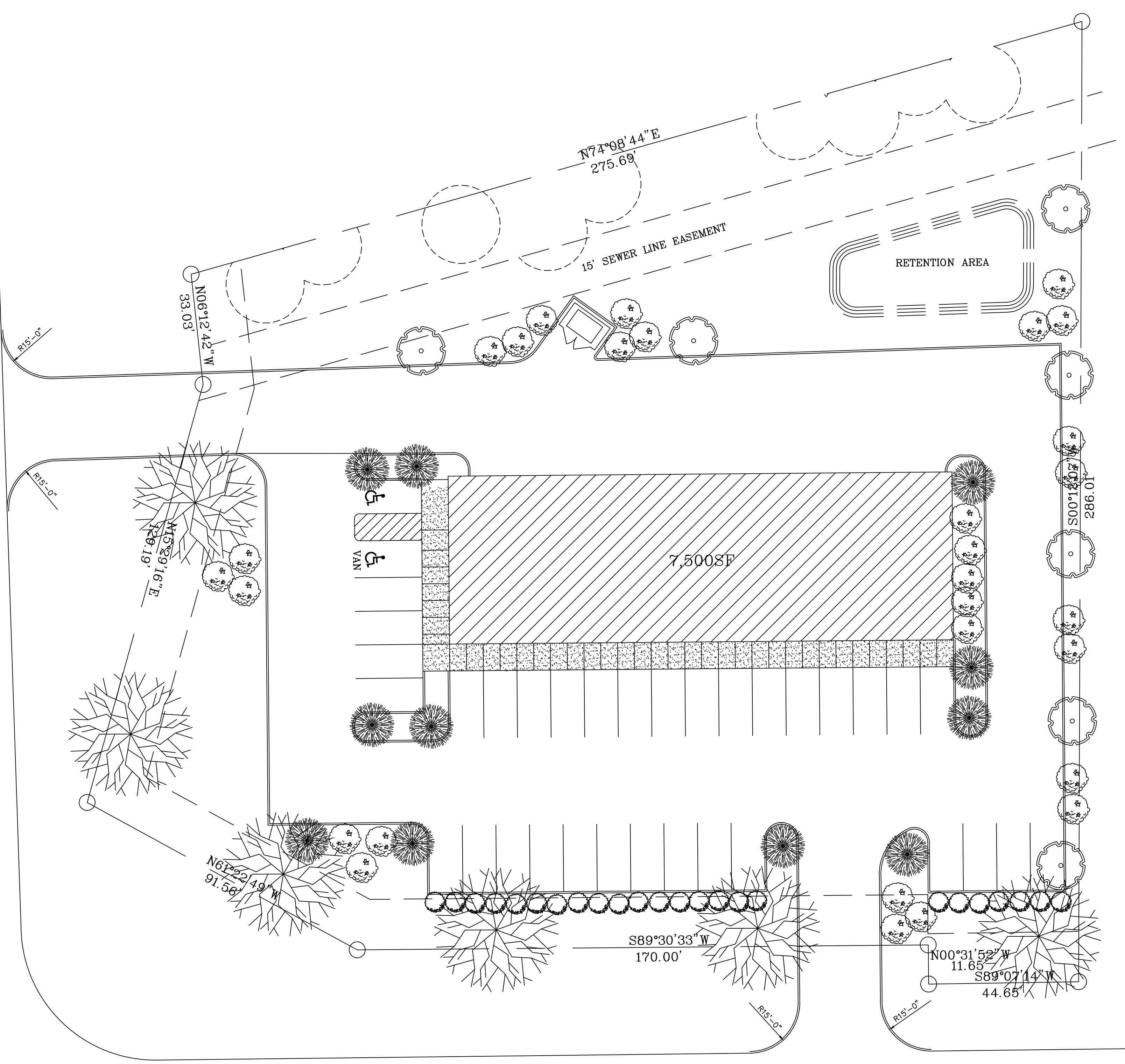
THE CORNER  
Church Rd & Old Jackson Road  
Gluckstadt, Mississippi

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DRAWN
CHECKED
DATE 2/27/24
SCALE
JOB NO.
SHEET

A0.1  
OF SHEETS

OLD JACKSON RD

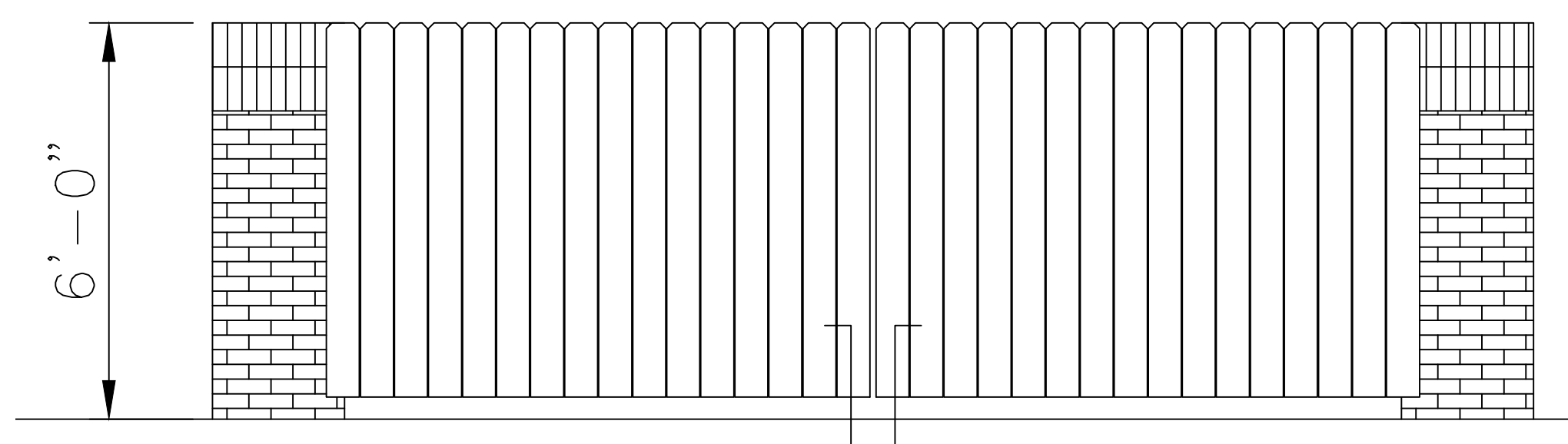
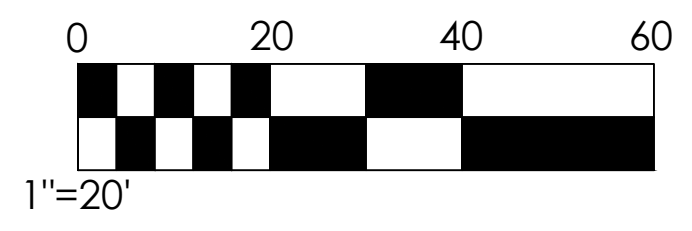


LEGEND

- NATCHEZ CRAPE MYRTLE, "LAGERSTROEMIA INDICA X FAURIEI"  
7' HTH., f-1" S.T., 3 TRUNKS MIN.
- WILLOW OAK, QUERCUS PHELLOS,  
8 - 10' HTH., 1 - 1" CAL.
- SWEETBAY MAGNOLIA, "MAGNOLIA VIRGINIANA"
- RED RUFFLE AZALEAS, RHODODENDRON RUTHERFORD,  
3 GAL. @ 3'-6" O.C.
- PARSON JUNIPER, JUNIPERUS CHINENSIS 'PARSONII', 3 GAL. @ 3'-6" O.C.
- RIVER BIRCH, 8 - 10' HTH., BETULA NIGRA HERITAGE  
1 - 1" CAL., MULTI-TRUNK, MIN. 3 TRUNKS

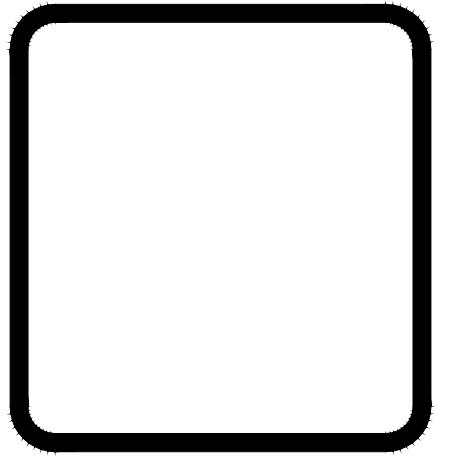
1  
A1.0 LANDSCAPE PLAN  
SCALE: 1/8"=1'-0"

CHURCH ROAD



1  
A1.0 DUMPSTER ENCLOSURE  
SCALE: 1/8"=1'-0"

REVISIONS	BY

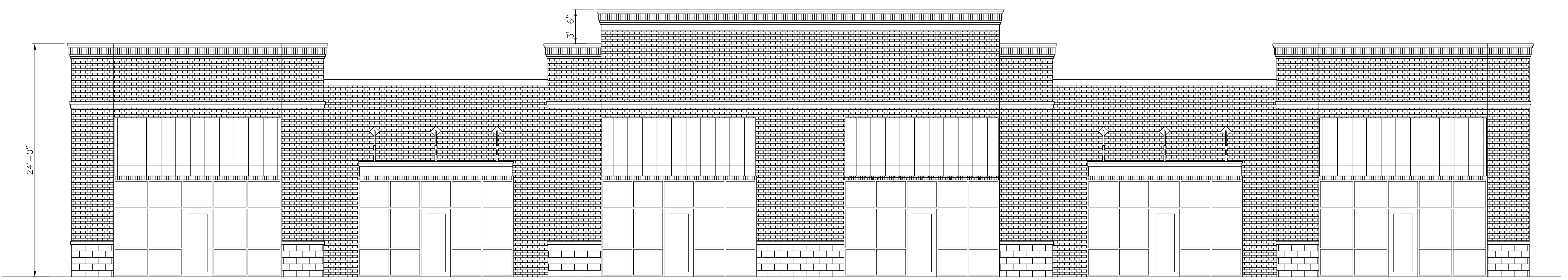


WOOLDRIDGE & ASSOCIATES  
 494 CHURCH RD. SUITE 700  
 MADISON, MS 39110  
 601-269-8866  
 WOOLDRIDGEARCHITECTUREWAA00.COM

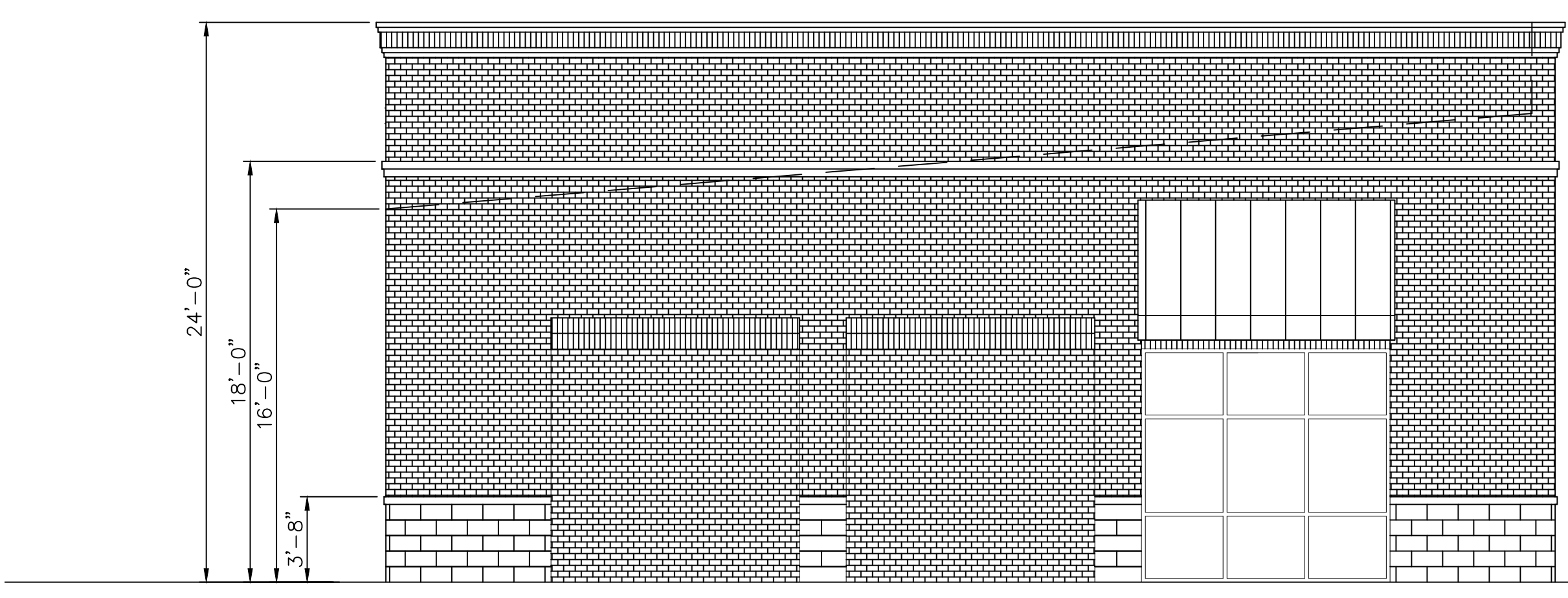
**THE CORNER**  
 Church Road & Old Jackson Rd.  
 Gluckstadt, Mississippi

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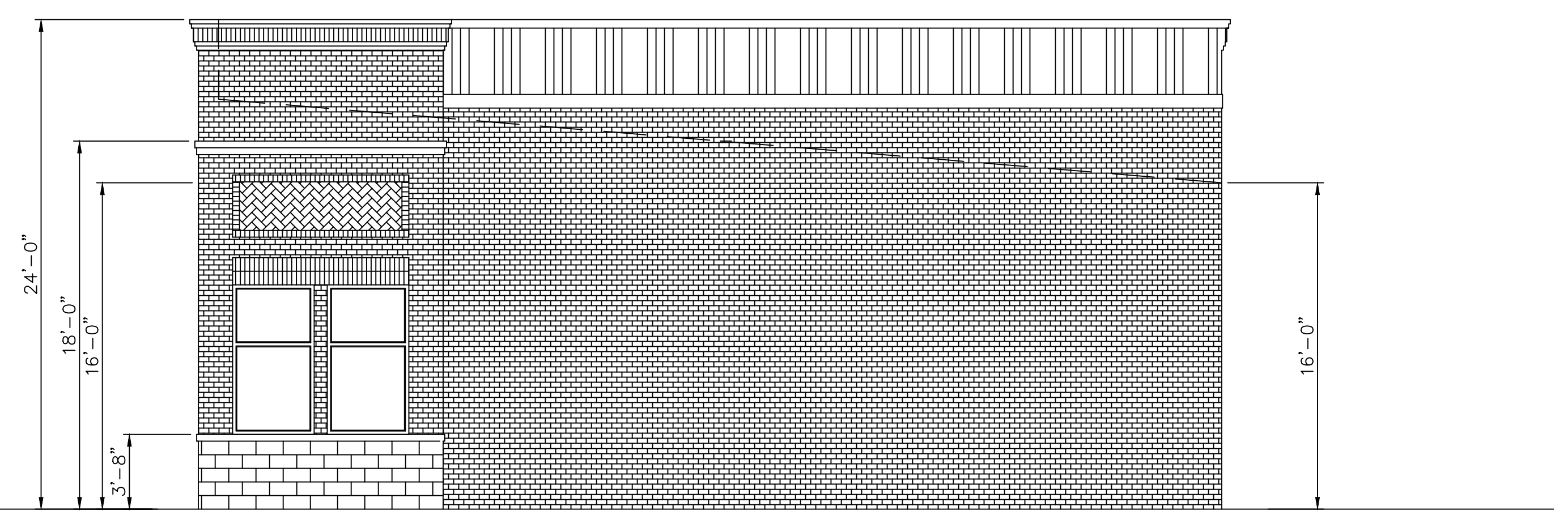
DRAWN
CHECKED
DATE 3/02/21
SCALE
JOB NO.
SHEET
A3.0
OF SHEETS



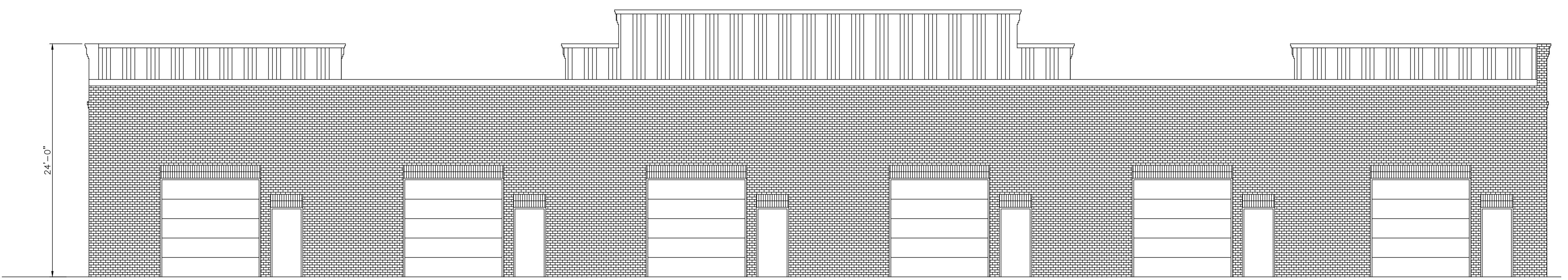
1  
A1.0 FRONT ELEVATION  
 SCALE: 3/16"=1'-0"



1  
A1.0 SIDE ELEVATION  
 SCALE: 3/16"=1'-0"



1  
A1.0 SIDE ELEVATION  
 SCALE: 3/16"=1'-0"



1  
A1.0 REAR ELEVATION  
 SCALE: 3/16"=1'-0"



MS One-Call #24031107390173  
Processed: 03/11/2024  
Locate by: 03/14/2024

- Utilities**
- Telepak dbS CSPIRE Fiber
  - Uniti Fiber - In-line 2
  - Comcast Cable of Jackson
  - Centerpoint Energy MS
  - Bear Creek Water Association
  - AT&T Distribution
  - Entergy MS
  - Canton Municipal Utilities
  - Pearl River Valley Water

Property Zoned C-2 (Highway Commercial District)

Front: 35 feet  
Side: 5 feet  
Rear: 5 feet

Max. Building Height: 40 feet

Date of field survey: July 13, 2021

Reference Bearing are based on the Mississippi State Plane Coordinate System, NAD 83 - Mississippi West Zone.

Class "B" survey in accordance with the minimum standards for land surveying in the State of Mississippi.

Vertical elevations are referenced to NAVD88

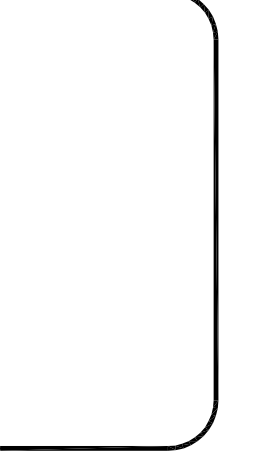
Property located in Zone "X" as referenced to the FEMA Map 28089 C 415 F, dated 3/17/2010

This topographic survey was performed and this plat was prepared by Baird Engineering, Inc. 506 Jefferson Street, Clinton, MS 39056 Phone: (601) 925-5015

This survey is considered valid only when original seal and signature of surveyor of record is affixed hereto.

I, Colin L. Baird, do hereby certify that the features depicted on this plat are a correct representation of the conditions as they existed on March 14, 2024.

Date:	
By:	
Revisions:	
No.	

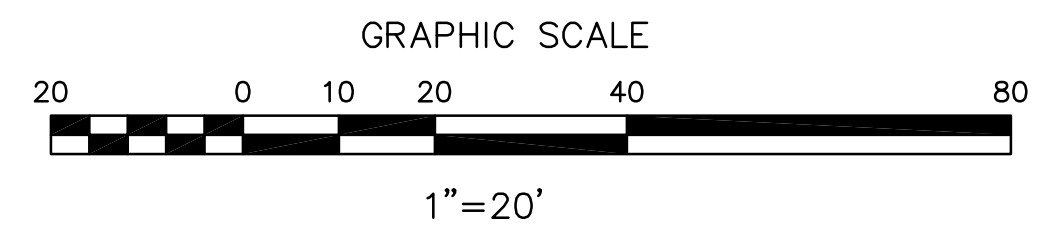
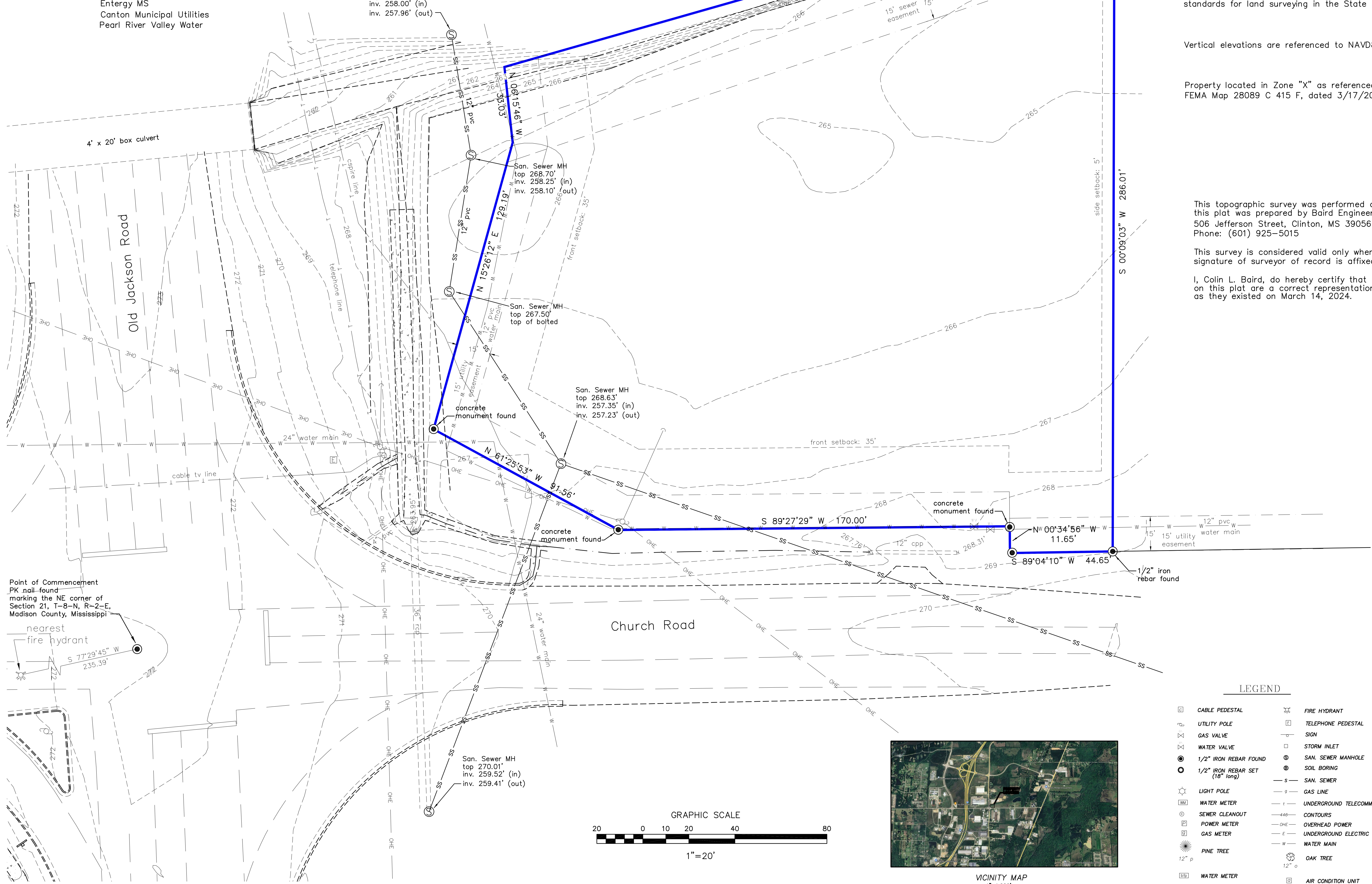
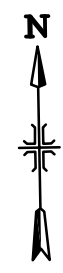


**BAIRD ENGINEERING, INC.**  
506 JEFFERSON STREET  
CLINTON, MISSISSIPPI 39056

Project No.: # 4414  
Date: 03/11/2024  
Scale: 1" = 20'  
Drawn By: CLB  
Reviewed By: CLB

TOPOGRAPHIC SURVEY  
The Corner  
GLUCKSTADT, MISSISSIPPI

C 0.0



VICINITY MAP  
1"=1,000'

**LEGEND**

- |                                |                               |
|--------------------------------|-------------------------------|
| CABLE PEDESTAL                 | FIRE HYDRANT                  |
| UTILITY POLE                   | TELEPHONE PEDESTAL            |
| GAS VALVE                      | SIGN                          |
| WATER VALVE                    | STORM INLET                   |
| 1/2" IRON REBAR FOUND          | SAN. SEWER MANHOLE            |
| 1/2" IRON REBAR SET (18" long) | SOIL BORING                   |
| LIGHT POLE                     | SAN. SEWER                    |
| WATER METER                    | GAS LINE                      |
| SEWER CLEANOUT                 | UNDERGROUND TELECOMMUNICATION |
| POWER METER                    | CONTOURS                      |
| GAS METER                      | OVERHEAD POWER                |
| PINE TREE                      | UNDERGROUND ELECTRIC          |
| 12" P                          | WATER MAIN                    |
| WATER METER                    | OAK TREE                      |
|                                | AIR CONDITION UNIT            |



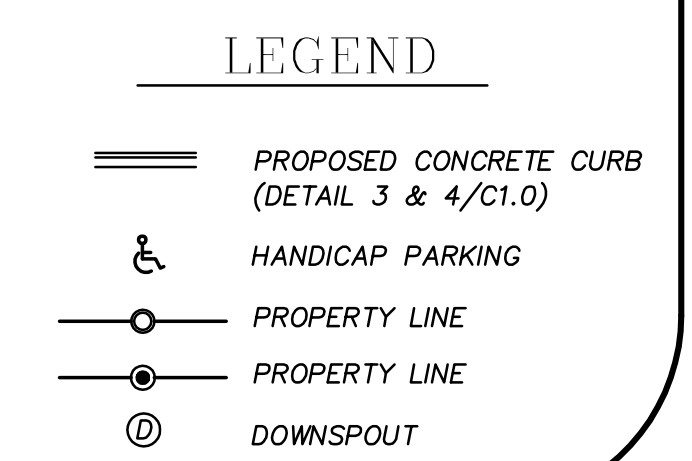
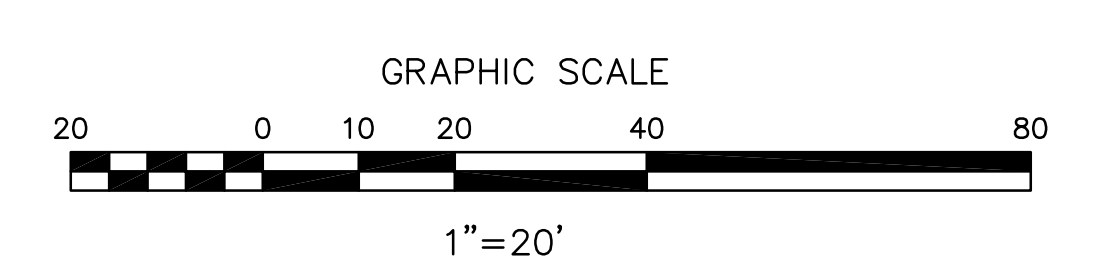
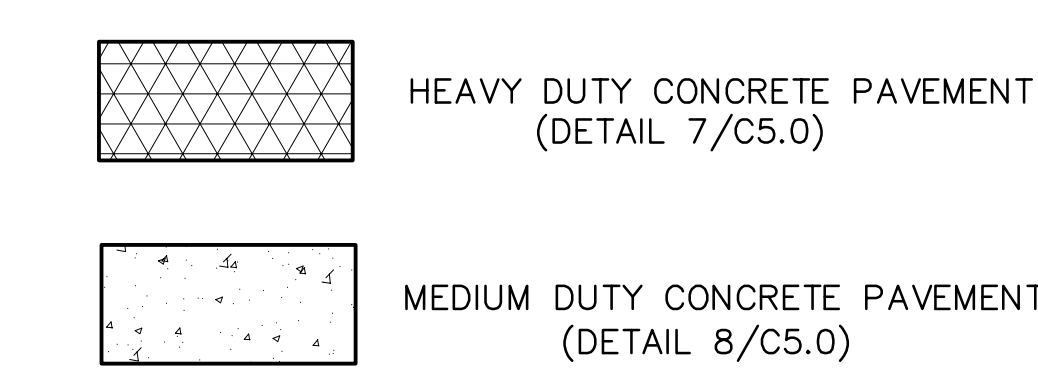
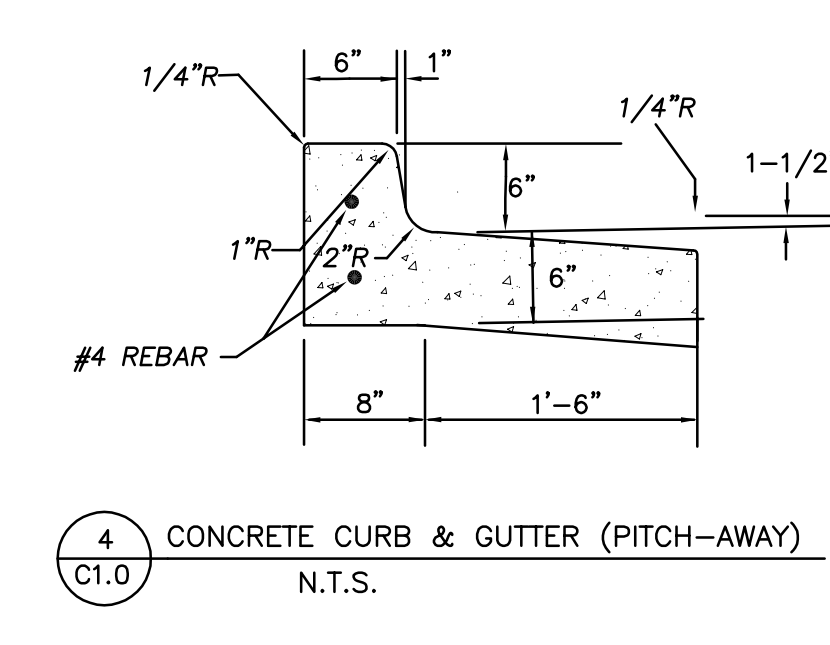
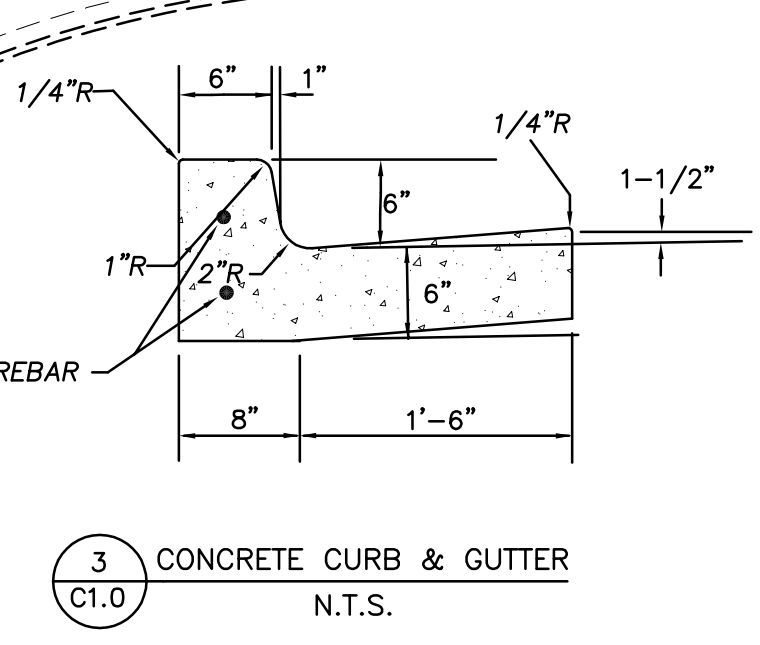
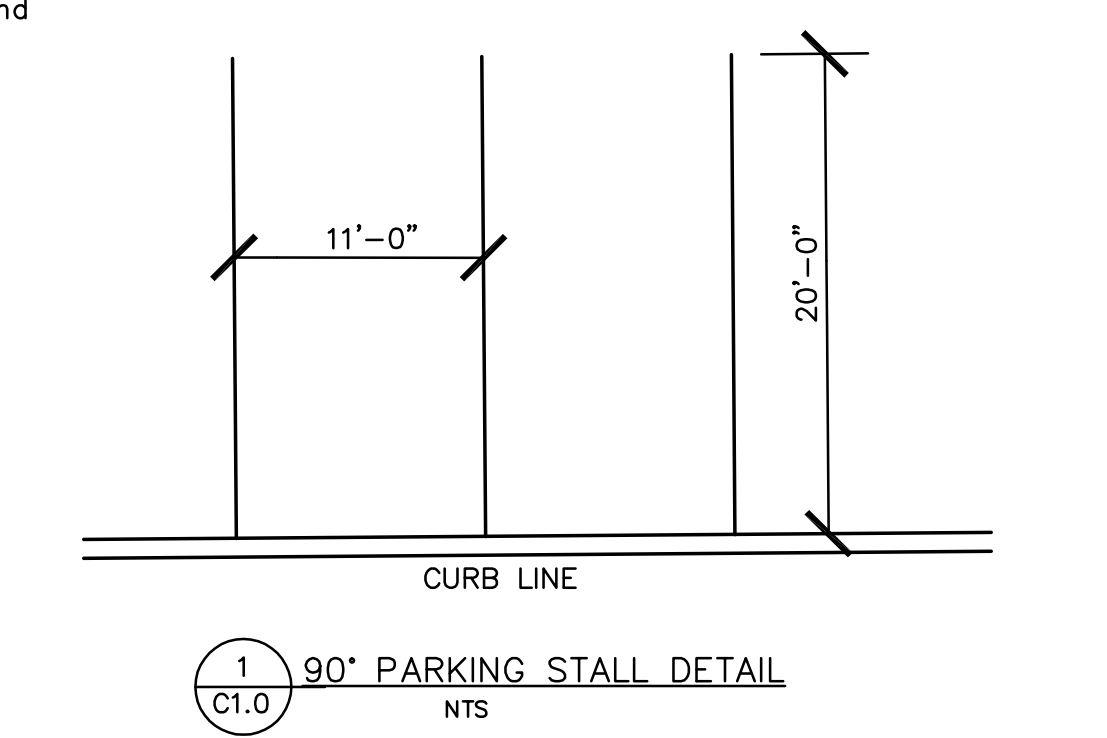
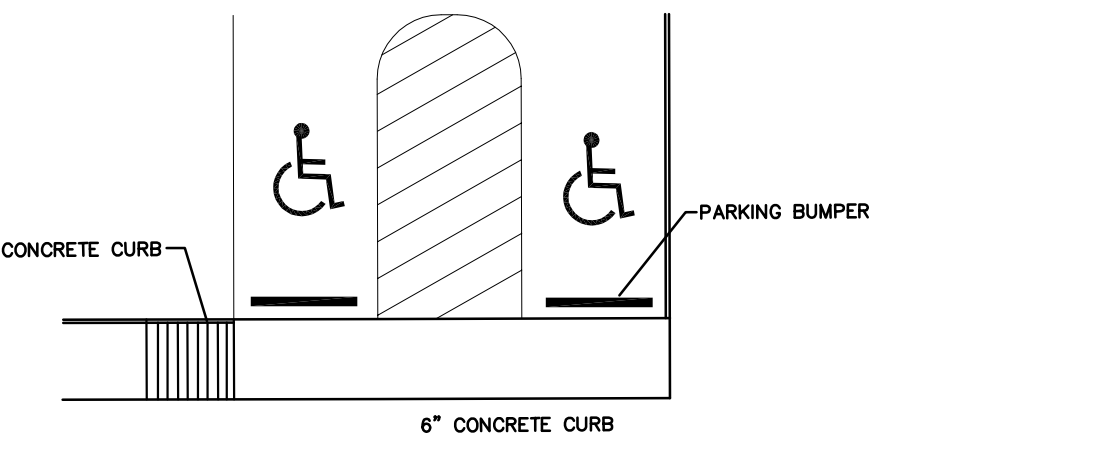
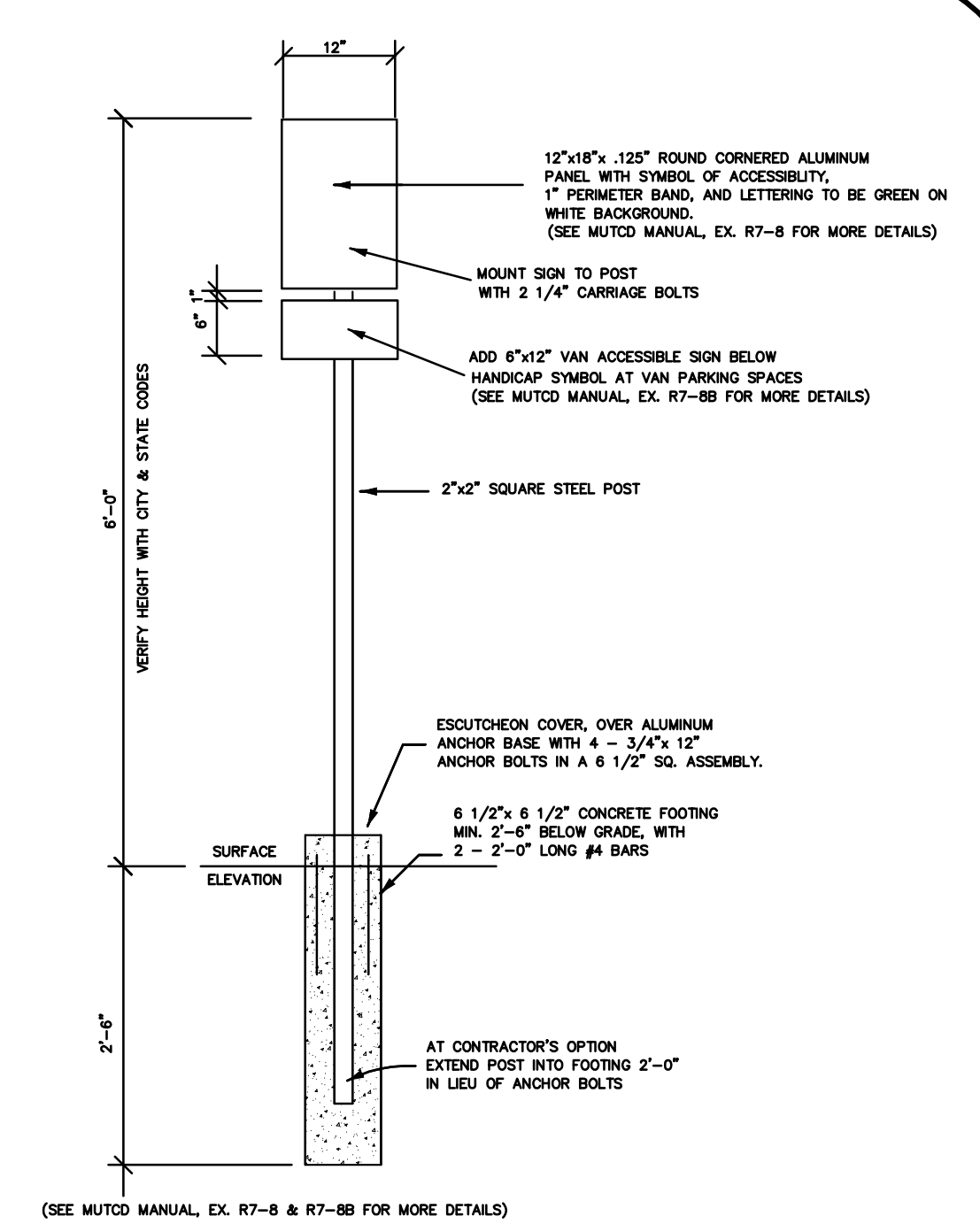
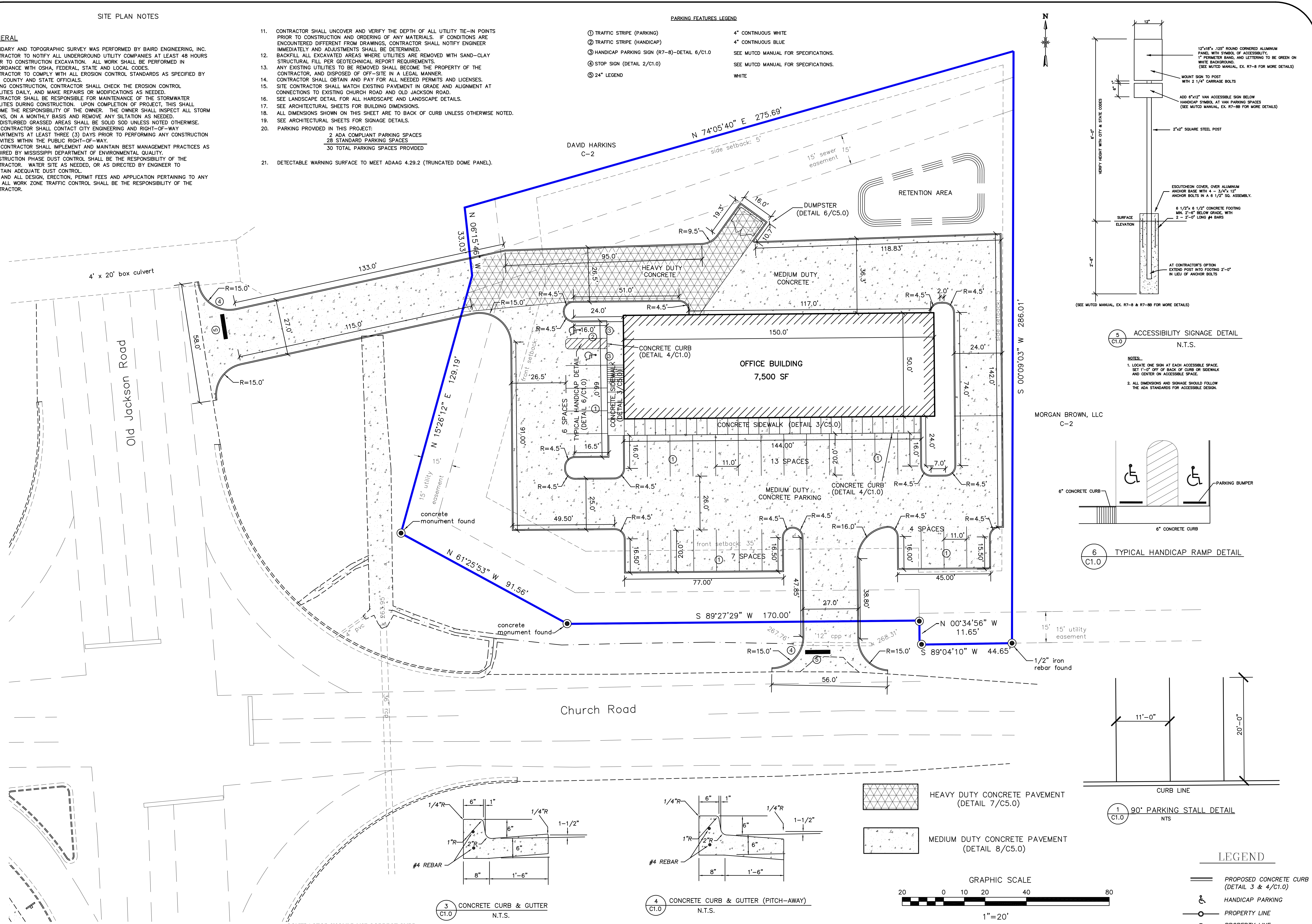
SITE PLAN NOTES

GENERAL

- BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED BY BAIRD ENGINEERING, INC.
- CONTRACTOR TO NOTIFY ALL UNDERGROUND UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION EXCAVATION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA, FEDERAL, STATE AND LOCAL CODES.
- CONTRACTOR TO COMPLY WITH ALL EROSION CONTROL STANDARDS AS SPECIFIED BY CITY, COUNTY AND STATE OFFICIALS.
- DURING CONSTRUCTION, CONTRACTOR SHALL CHECK THE EROSION CONTROL FACILITIES DAILY, AND MAKE REPAIRS OR MODIFICATIONS AS NEEDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORMWATER FACILITIES DURING CONSTRUCTION. UPON COMPLETION OF PROJECT, THIS SHALL BECOME THE RESPONSIBILITY OF THE OWNER. THE OWNER SHALL INSPECT ALL STORM DRAINS, ON A MONTHLY BASIS AND REMOVE ANY SILTATION AS NEEDED.
- ALL DISTURBED GRASSED AREAS SHALL BE SOLID SOD UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL CONTACT CITY ENGINEERING AND RIGHT-OF-WAY DEPARTMENTS AT LEAST THREE (3) DAYS PRIOR TO PERFORMING ANY CONSTRUCTION ACTIVITIES WITHIN THE PUBLIC RIGHT-OF-WAY.
- THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN BEST MANAGEMENT PRACTICES AS REQUIRED BY MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY.
- CONSTRUCTION PHASE DUST CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. WATER SITE AS NEEDED, OR AS DIRECTED BY ENGINEER TO MAINTAIN ADEQUATE DUST CONTROL.
- ANY AND ALL DESIGN, ERECTION, PERMIT FEES AND APPLICATION PERTAINING TO ANY AND ALL WORK ZONE TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

- CONTRACTOR SHALL UNCOVER AND VERIFY THE DEPTH OF ALL UTILITY TIE-IN POINTS PRIOR TO CONSTRUCTION AND ORDERING OF ANY MATERIALS. IF CONDITIONS ARE ENCOUNTERED DIFFERENT FROM DRAWINGS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY AND ADJUSTMENTS SHALL BE DETERMINED.
- BACKFILL ALL EXCAVATED AREAS WHERE UTILITIES ARE REMOVED WITH SAND-CLAY STRUCTURAL FILL PER GEOTECHNICAL REPORT REQUIREMENTS.
- ANY EXISTING UTILITIES TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSED OF OFF-SITE IN A LEGAL MANNER.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NEEDED PERMITS AND LICENSES.
- SITE CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING CHURCH ROAD AND OLD JACKSON ROAD.
- SEE LANDSCAPE DETAIL FOR ALL HARDSCAPE AND LANDSCAPE DETAILS.
- SEE ARCHITECTURAL SHEETS FOR BUILDING DIMENSIONS.
- ALL DIMENSIONS SHOWN ON THIS SHEET ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL SHEETS FOR SIGNAGE DETAILS.
- PARKING PROVIDED IN THIS PROJECT:
  - 2 ADA COMPLIANT PARKING SPACES
  - 28 STANDARD PARKING SPACES
  - 30 TOTAL PARKING SPACES PROVIDED
- DETECTABLE WARNING SURFACE TO MEET ADAAG 4.29.2 (TRUNCATED DOME PANEL).

- PARKING FEATURES LEGEND
- ① TRAFFIC STRIPE (PARKING) 4" CONTINUOUS WHITE
  - ② TRAFFIC STRIPE (HANDICAP) 4" CONTINUOUS BLUE
  - ③ HANDICAP PARKING SIGN (R7-8)-DETAIL 6/C1.0 SEE MUTCD MANUAL FOR SPECIFICATIONS.
  - ④ STOP SIGN (DETAIL 2/C1.0) SEE MUTCD MANUAL FOR SPECIFICATIONS.
  - ⑤ 24" LEGEND WHITE



CONTRACTOR SHOULD USE CORRECT CURB & GUTTER DETAIL IN ACCORDANCE TO THE GRADES SHOWN ON THE GRADING AND DRAINAGE PLAN  
 \*CONTRACTION JOINT SHOULD BE PLACED EVERY 10 FEET AND/OR EVERY TANGENT

CONTRACTOR SHOULD USE CORRECT CURB & GUTTER DETAIL IN ACCORDANCE TO THE GRADES SHOWN ON THE GRADING AND DRAINAGE PLAN  
 \*CONTRACTION JOINT SHOULD BE PLACED EVERY 10 FEET AND/OR EVERY TANGENT

Date:	
By:	
Revisions:	
No.	

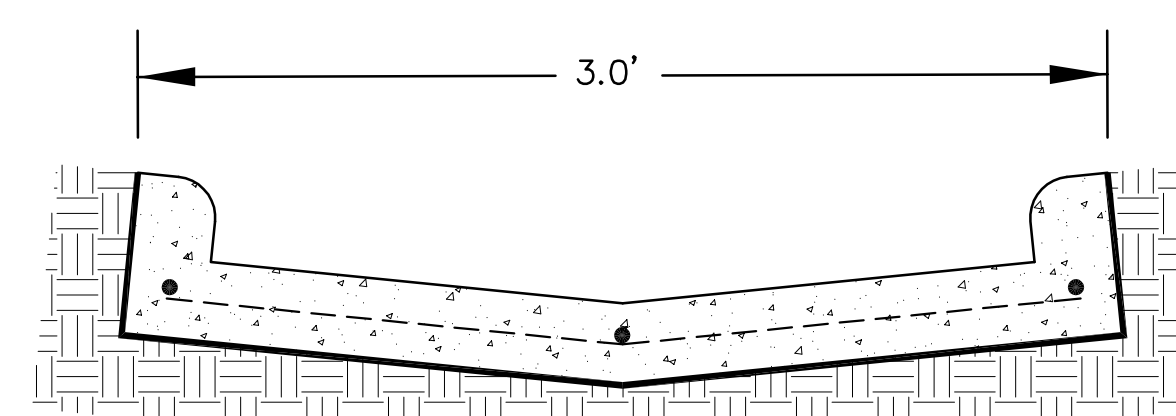
BAIRD ENGINEERING, INC.  
 506 Jefferson Street, Clinton, MS 39056  
 Phone: (601) 925-5015

Project No.: #4414  
 Date: 03/11/2024  
 Scale: 1" = 20'  
 Designed By: CLB  
 Reviewed By: CLB

SITE PLAN  
 The Corner

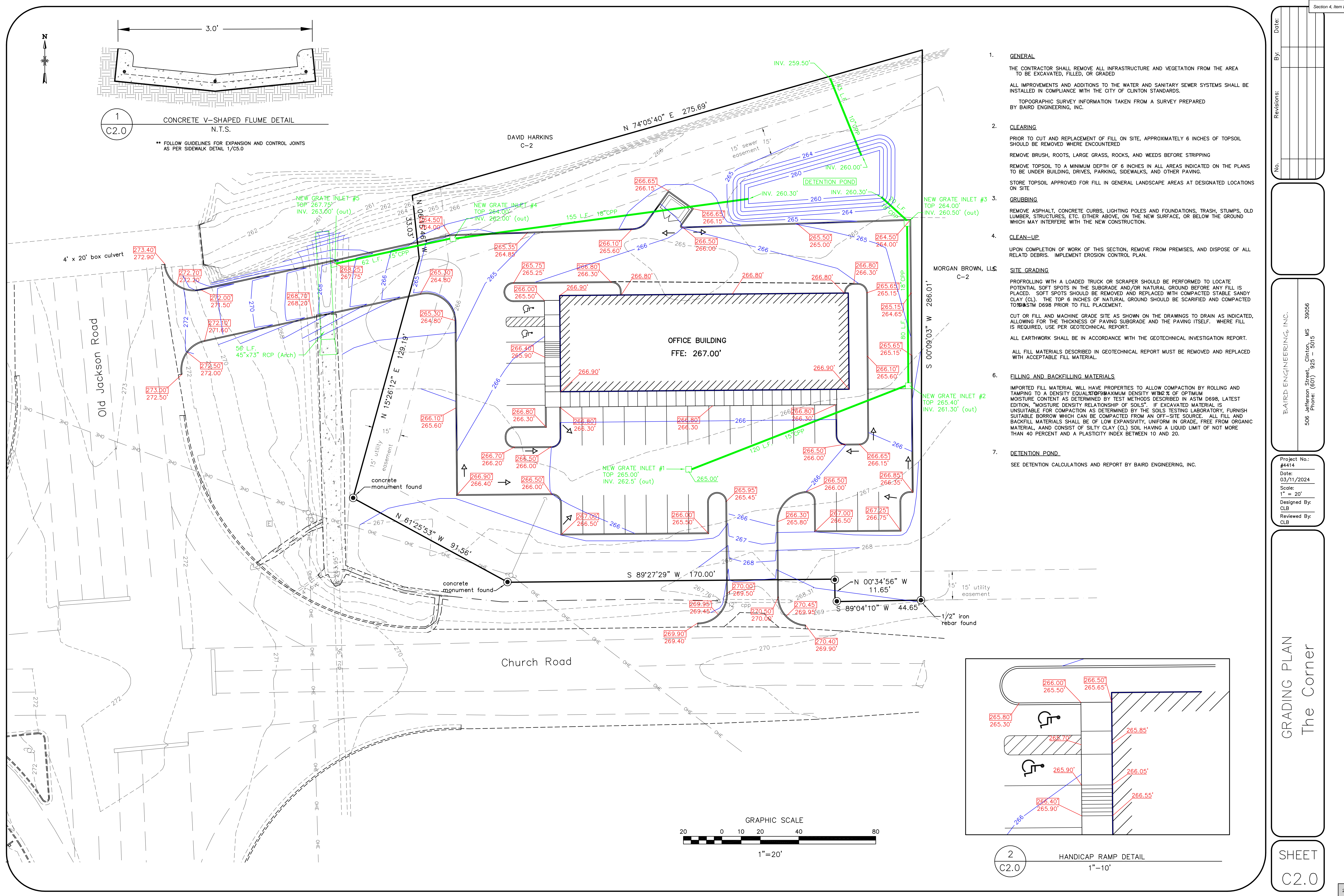
SHEET  
 C1.0



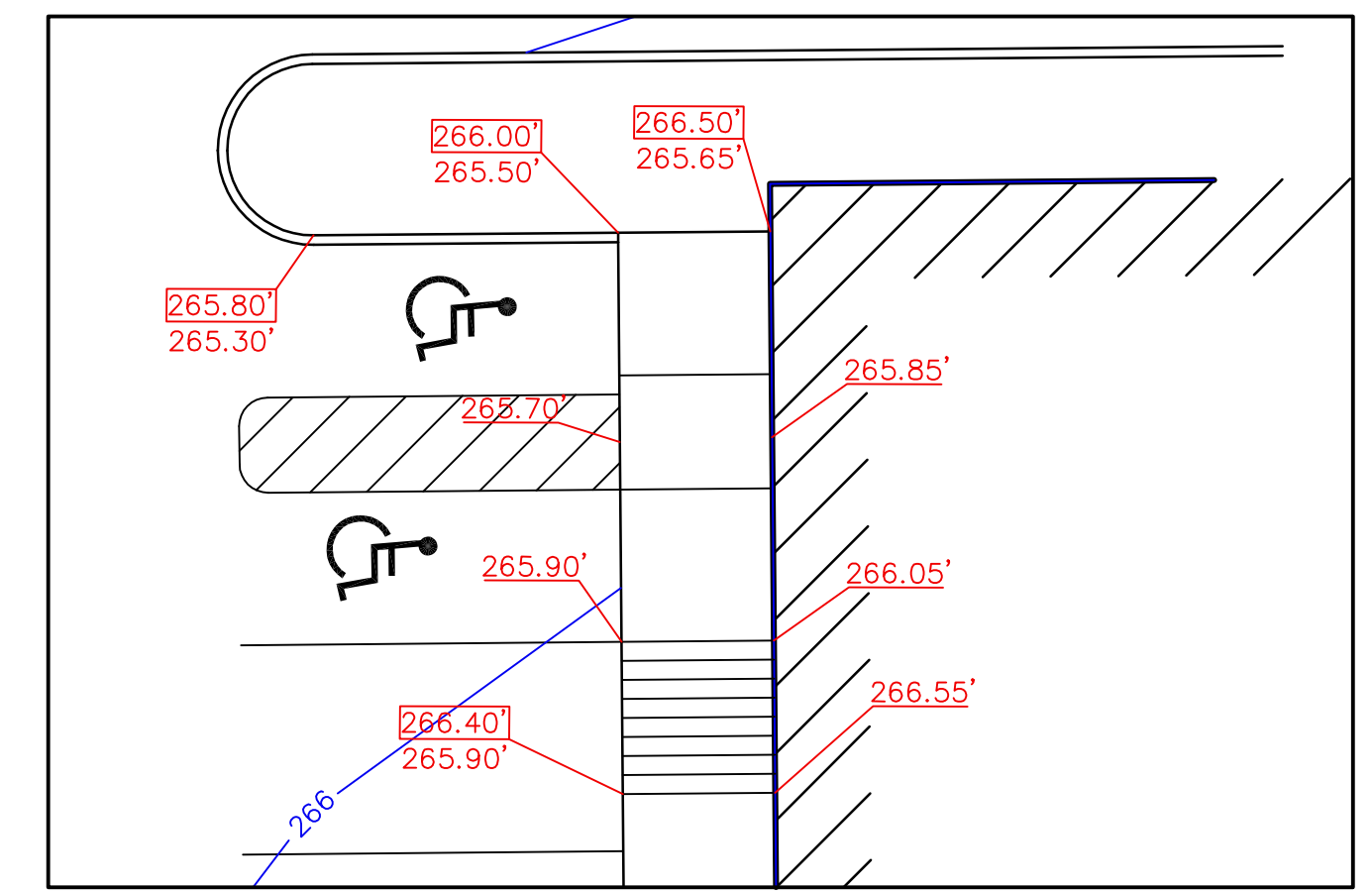
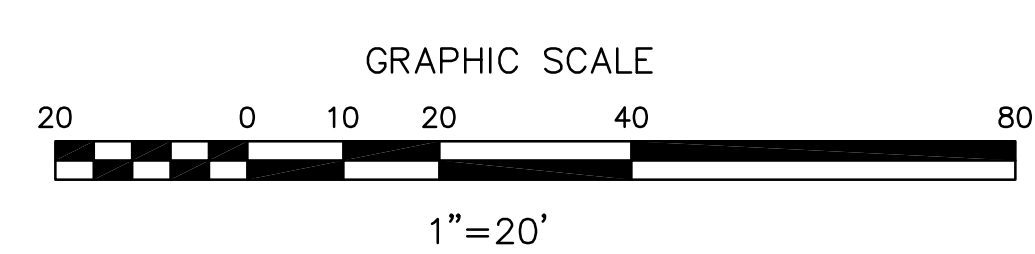


1 CONCRETE V-SHAPED FLUME DETAIL N.T.S.

\*\* FOLLOW GUIDELINES FOR EXPANSION AND CONTROL JOINTS AS PER SIDEWALK DETAIL 1/C5.0



- GENERAL**  
THE CONTRACTOR SHALL REMOVE ALL INFRASTRUCTURE AND VEGETATION FROM THE AREA TO BE EXCAVATED, FILLED, OR GRADED.  
ALL IMPROVEMENTS AND ADDITIONS TO THE WATER AND SANITARY SEWER SYSTEMS SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF CLINTON STANDARDS.  
TOPOGRAPHIC SURVEY INFORMATION TAKEN FROM A SURVEY PREPARED BY BAIRD ENGINEERING, INC.
- CLEARING**  
PRIOR TO CUT AND REPLACEMENT OF FILL ON SITE, APPROXIMATELY 6 INCHES OF TOPSOIL SHOULD BE REMOVED WHERE ENCOUNTERED  
REMOVE BRUSH, ROOTS, LARGE GRASS, ROCKS, AND WEEDS BEFORE STRIPPING  
REMOVE TOPSOIL TO A MINIMUM DEPTH OF 6 INCHES IN ALL AREAS INDICATED ON THE PLANS TO BE UNDER BUILDING, DRIVES, PARKING, SIDEWALKS, AND OTHER PAVING.  
STORE TOPSOIL APPROVED FOR FILL IN GENERAL LANDSCAPE AREAS AT DESIGNATED LOCATIONS ON SITE
- GRUBBING**  
REMOVE ASPHALT, CONCRETE CURBS, LIGHTING POLES AND FOUNDATIONS, TRASH, STUMPS, OLD LUMBER, STRUCTURES, ETC. EITHER ABOVE, ON THE NEW SURFACE, OR BELOW THE GROUND WHICH MAY INTERFERE WITH THE NEW CONSTRUCTION.
- CLEAN-UP**  
UPON COMPLETION OF WORK OF THIS SECTION, REMOVE FROM PREMISES, AND DISPOSE OF ALL RELATED DEBRIS. IMPLEMENT EROSION CONTROL PLAN.
- SITE GRADING**  
PROFROLLING WITH A LOADED TRUCK OR SCRAPER SHOULD BE PERFORMED TO LOCATE POTENTIAL SOFT SPOTS IN THE SUBGRADE AND/OR NATURAL GROUND BEFORE ANY FILL IS PLACED. SOFT SPOTS SHOULD BE REMOVED AND REPLACED WITH COMPACTED STABLE SANDY CLAY (CL). THE TOP 6 INCHES OF NATURAL GROUND SHOULD BE SCARIFIED AND COMPACTED TO ASTM D698 PRIOR TO FILL PLACEMENT.  
CUT OR FILL AND MACHINE GRADE SITE AS SHOWN ON THE DRAWINGS TO DRAIN AS INDICATED, ALLOWING FOR THE THICKNESS OF PAVING SUBGRADE AND THE PAVING ITSELF. WHERE FILL IS REQUIRED, USE PER GEOTECHNICAL REPORT.  
ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.  
ALL FILL MATERIALS DESCRIBED IN GEOTECHNICAL REPORT MUST BE REMOVED AND REPLACED WITH ACCEPTABLE FILL MATERIAL.
- FILLING AND BACKFILLING MATERIALS**  
IMPORTED FILL MATERIAL WILL HAVE PROPERTIES TO ALLOW COMPACTION BY ROLLING AND TAMPING TO A DENSITY EQUAL TO OR GREATER THAN THAT OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY TEST METHODS DESCRIBED IN ASTM D698, LATEST EDITION, "MOISTURE DENSITY RELATIONSHIP OF SOILS". IF EXCAVATED MATERIAL IS UNSUITABLE FOR COMPACTION AS DETERMINED BY THE SOILS TESTING LABORATORY, FURNISH SUITABLE BORROW WHICH CAN BE COMPACTIONED FROM AN OFF-SITE SOURCE. ALL FILL AND BACKFILL MATERIALS SHALL BE OF LOW EXPANSIVITY, UNIFORM IN GRADE, FREE FROM ORGANIC MATERIAL, AND CONSIST OF SILTY CLAY (CL) SOIL HAVING A LIQUID LIMIT OF NOT MORE THAN 40 PERCENT AND A PLASTICITY INDEX BETWEEN 10 AND 20.
- DETENTION POND**  
SEE DETENTION CALCULATIONS AND REPORT BY BAIRD ENGINEERING, INC.



2 HANDICAP RAMP DETAIL 1\"/>

Date:	
By:	
Revisions:	
No.	

BAIRD ENGINEERING, INC.  
506 Jefferson Street, Clinton, MS 39056  
Phone: (601) 925-5015

Project No.: #4414  
Date: 03/11/2024  
Scale: 1" = 20'  
Designed By: CLB  
Reviewed By: CLB

GRADING PLAN  
The Corner

SHEET C2.0



Date:	
By:	
Revisions:	
No.	

PURSUANT TO ADOPTED STORM WATER MANAGEMENT PLANS FOR NON-RESIDENTIAL USERS, THE FOLLOWING INFORMATION IS PROVIDED:

- SIGNIFICANT MATERIALS TO BE PLACED ON PROPERTY INCLUDE FILL/CUT MATERIAL, CONCRETE, METAL OR IRON FOR THE BUILDING
- CURRENT AND PROPOSED LAND USE IS FOR STATE FARM INSURANCE. THE ONLY FEASIBLE THREAT OF STORM WATER POLLUTION WILL ARISE DURING CONSTRUCTION. THE THREAT WILL BE FROM UNCONTROLLED SEDIMENT RUNOFF. SEDIMENT RUNOFF CAN BE CONTROLLED BY FOLLOWING THE GUIDELINES AS SHOWN ON THE PRECEDING AND CURRENT "EROSION CONTROL PLAN" SHEETS.
- CUT/FILL MATERIAL MAY BE STOCKPILED ON SITE DURING CONSTRUCTION. IF SO, A SILT FENCE MUST BE IN PLACE AROUND SAID STOCKPILE, AND ALSO THE STOCKPILE SHOULD BE COVERED. CONCRETE WILL BE DELIVERED ONSITE WITH CONCRETE TRUCKS. SPILLOVER FROM FORMING WILL BE STOCKPILED AND REMOVED FROM SITE TO AN APPROVED RUBBISH OR LANDFILL SITE. THE SAME APPLIES FOR ALL METAL/IRON EXCESS FROM BUILDING CONSTRUCTION.
- ALL LITTER IS TO BE DISPOSED OF IN A CERTIFIED LAND FILL. LITTER IS TO BE TEMPORARILY STORE ON SITE UNTIL IT CAN BE HAULED TO A CERTIFIED LAND FILL OR REMOVED BY PROFESSIONAL WASTE MANAGEMENT SERVICES.
- ALL SIGNIFICANT MATERIALS REMAINING AFTER CONSTRUCTION WILL BE REMOVED FROM SITE AND DISPOSED OF IN AN APPROVED RUBBISH OR LANDFILL SITE.
- PESTICIDES OR HERBICIDES ARE NOT NECESSARY AND ARE, THEREFORE, NOT ALLOWED ON SITE. IF ANY ARE FOUND ON SITE, THEY WILL BE DISPOSED OF AS PER DEQ OR EPA REGULATIONS.
- NOTE THE LOCATION OF ALL SILT FENCES AND EROSION CONTROL MEASURES AS INDICATED ON PRECEDING "EROSION CONTROL PLAN" SHEET. THE DETAILS OF SAID FENCES AND CONTROL MEASURES ARE SHOWN ON CURRENT SHEET.

### CONSTRUCTION SEQUENCE

#### Implementation BMP Sequence:

1. Build construction entrance/exit and equipment parking areas.
2. Install silt fences, wattle barriers and outlet protection.
3. Rough grade site and stockpile topsoil (with silt fence).
4. Construct ditches, swales and basins (as needed)
5. Construct parking areas and drives
6. Perform temporary and permanent seeding and mulching.

#### Vegetative Stabilization Measures

1. Preserve existing vegetation at areas on site where no construction activity is planned.
2. Clearing and grubbing operations should be staged to preserve existing vegetation.
3. Soil and vegetative stabilization measures must be initiated whenever any clearing, grading, grubbing, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) calendar days or more. The appropriate temporary or permanent vegetative practices shall be initiated immediately (no later than the next work day).
4. Hydroseeding will be applied on disturbed soil areas requiring temporary protection until permanent vegetation is established or disturbed soil areas that must be re-disturbed following an extended period of inactivity.
5. Hydroseeding may be used alone only when there is sufficient time in the season to ensure adequate vegetation establishment and erosion control, otherwise, hydroseeding must be used in conjunction with a soil binder or mulching (i.e. straw mulch).

#### Maintenance Plan:

Check all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from basin, inlet protection devices and silt fences, when accumulated sediment reaches 65 percent capacity. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover, re-seed, fertilize, and mulch as needed.

#### NOTES:

1. SILT FENCE TO BE INSTALLED ALONG THE CONTOUR, NEVER UP OR DOWN ON SLOPE.
2. ENDS OF SILT FENCE SHOULD BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.
3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: TWIST METHOD OR HOOK METHOD AS SPECIFIED ON DETAIL.
4. PLACE WATTLES AROUND CURB INLETS DURING CONSTRUCTION.
5. PLACE CULVERT EROSION WATTLE PROTECTION AROUND OPEN CULVERTS DURING CONSTRUCTION. SHALL COMPLY WITH SECTION 4, PAGES 4-182 THRU 4-189 OF THE PLANNING & DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT & STORMWATER.
6. MAINTAIN MIN. 10' VEGETATIVE BUFFER AROUND PERIMETER OF SITE WHERE PRACTICABLE.
7. ADDITIONAL SILT FENCE TO BE INSTALLED AS NEEDED TO PREVENT MIGRATION OF SEDIMENT FROM CONSTRUCTION AREAS.
8. SWPPP HOUSEKEEPING AREA TO BE MIN. 20'X40', LOCATE SANITARY FACILITIES, TRASH RECEPTACLES, EQUIPMENT MAINTANCE, RE-FUELING, AND CONCRETE WASH-OUT IN THIS AREA. ERECT SIGN AT AREA INDICATING, "SWPPP HOUSEKEEPING AREA".

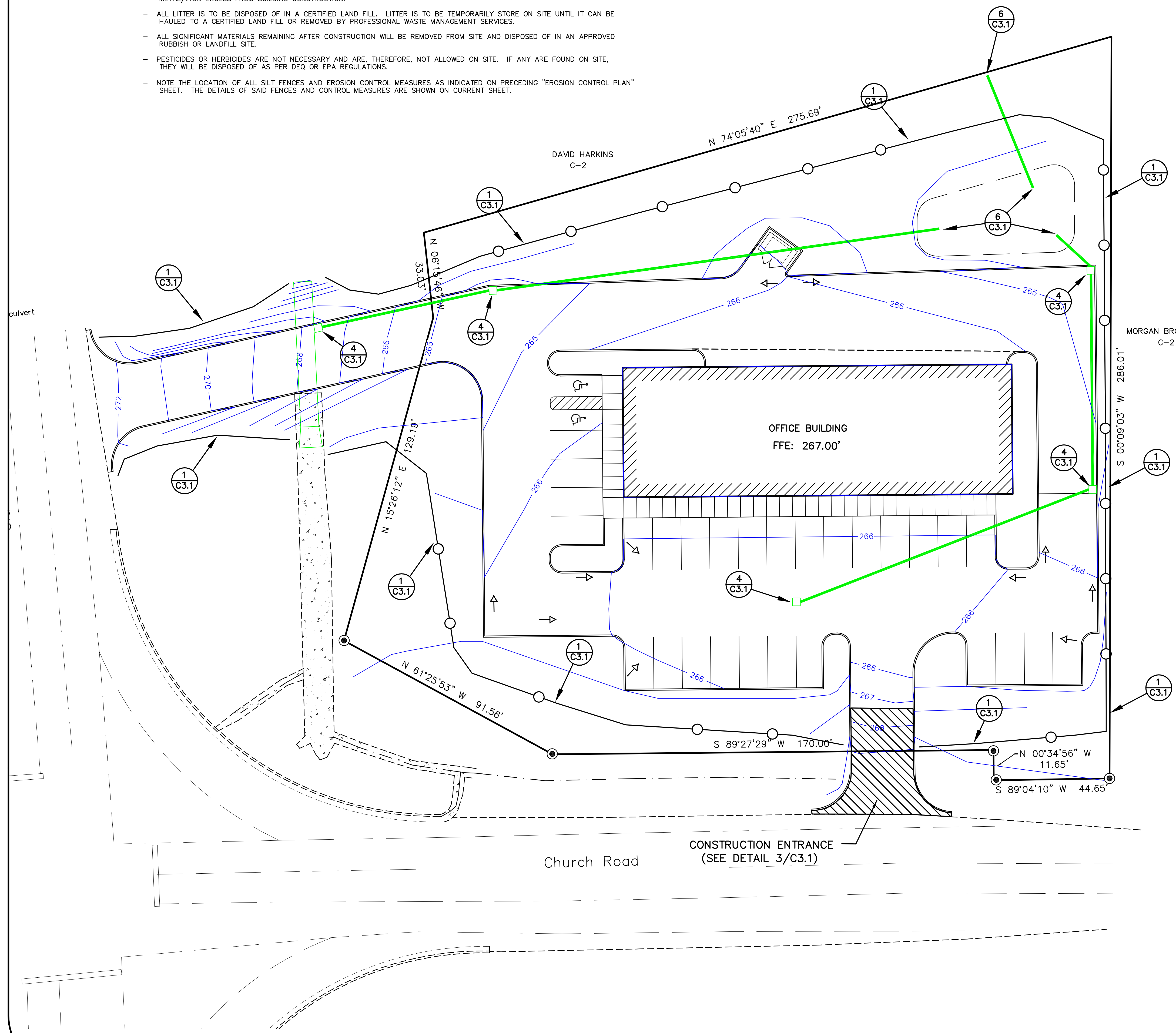
BAIRD ENGINEERING, INC.

506 Jefferson Street, Clinton, MS 39056  
Phone: (601) 925-5015

Project No.: #4414  
Date: 03/11/2024  
Scale: 1" = 20'  
Designed By: CLB  
Reviewed By: CLB

EROSION CONTROL PLAN  
The Corner

SHEET  
C3.0



→ DRAINAGE FLOW

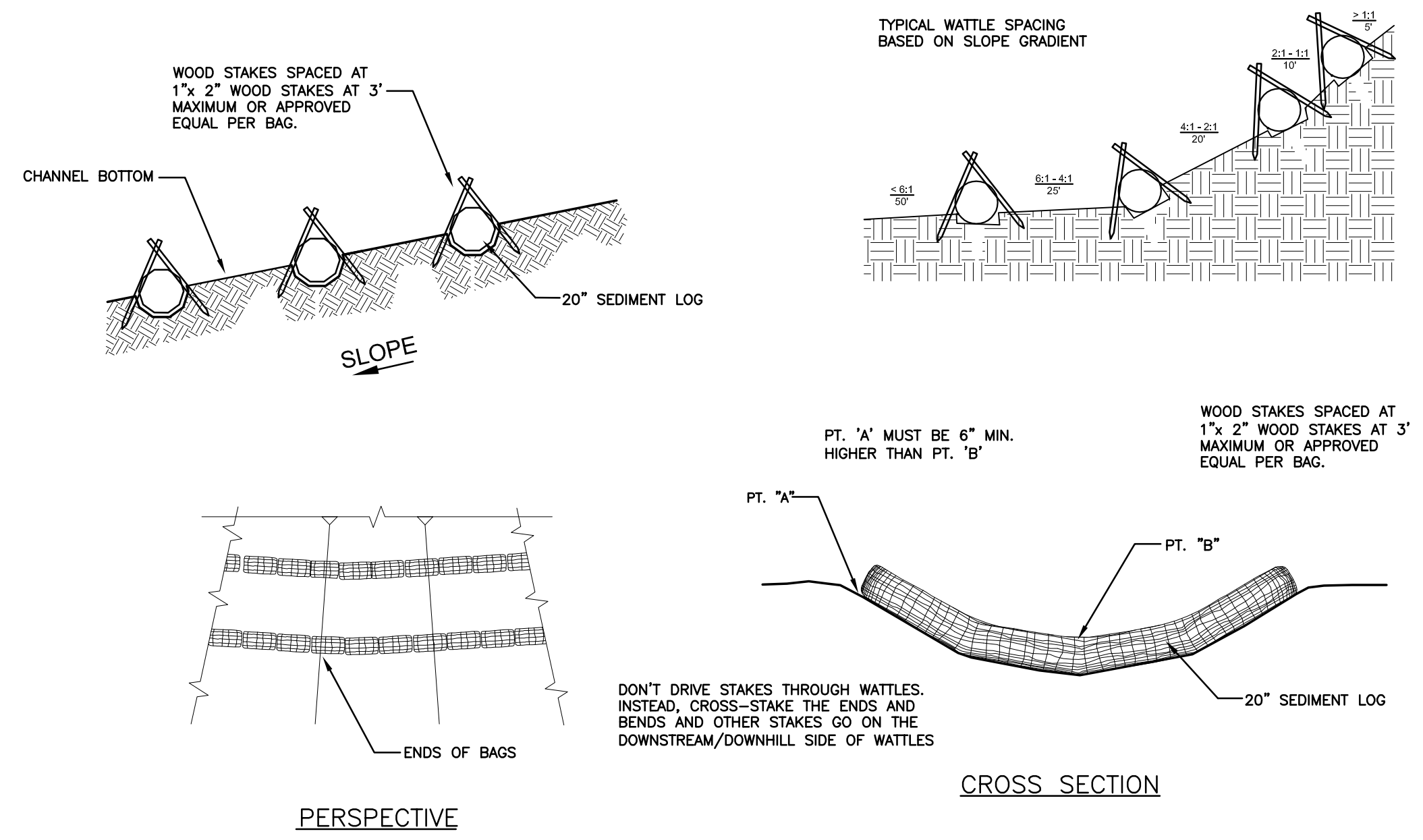
Date:	
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 506 Jefferson Street, Clinton, MS 39056  
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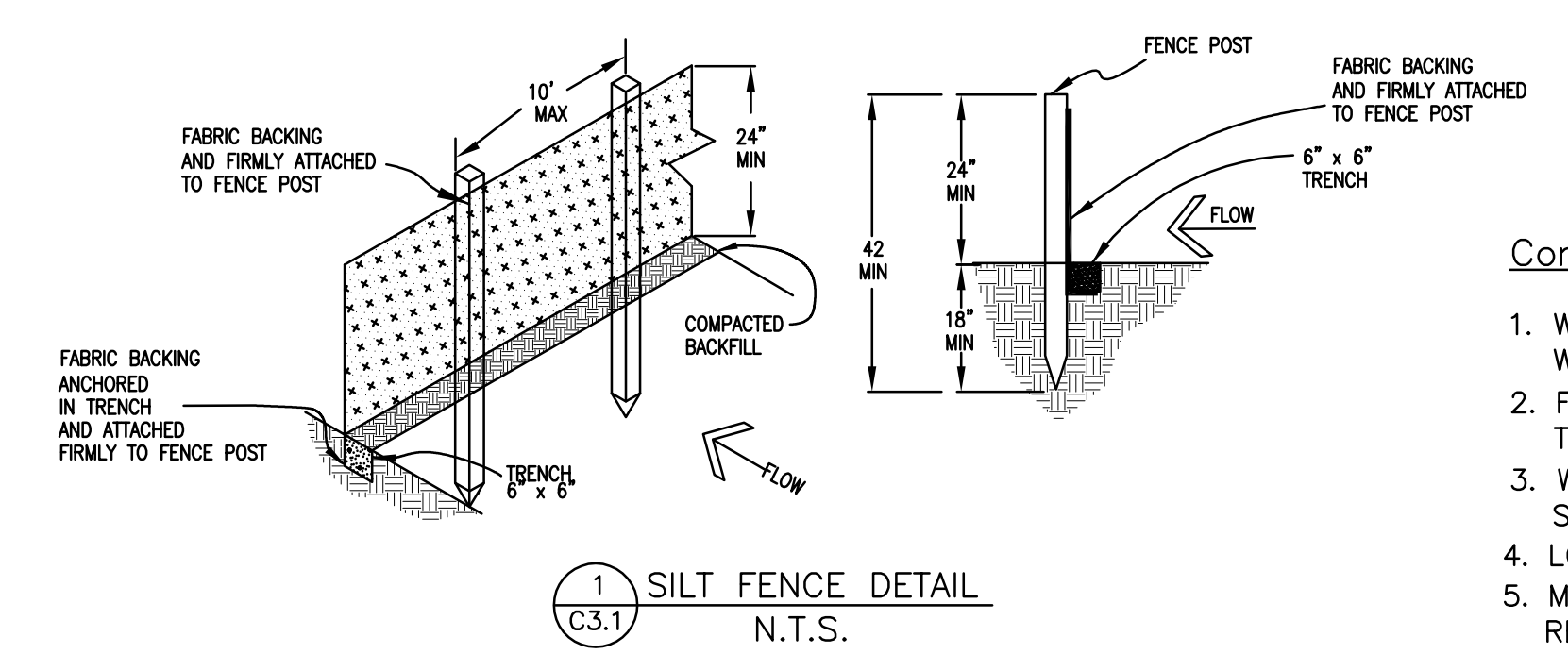
Project No.: # 4414  
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 Scale: N.T.S.  
 Designed By: CLB  
 Reviewed By: CLB

EROSION CONTROL DETAILS  
 The Corner

SHEET C 3.1



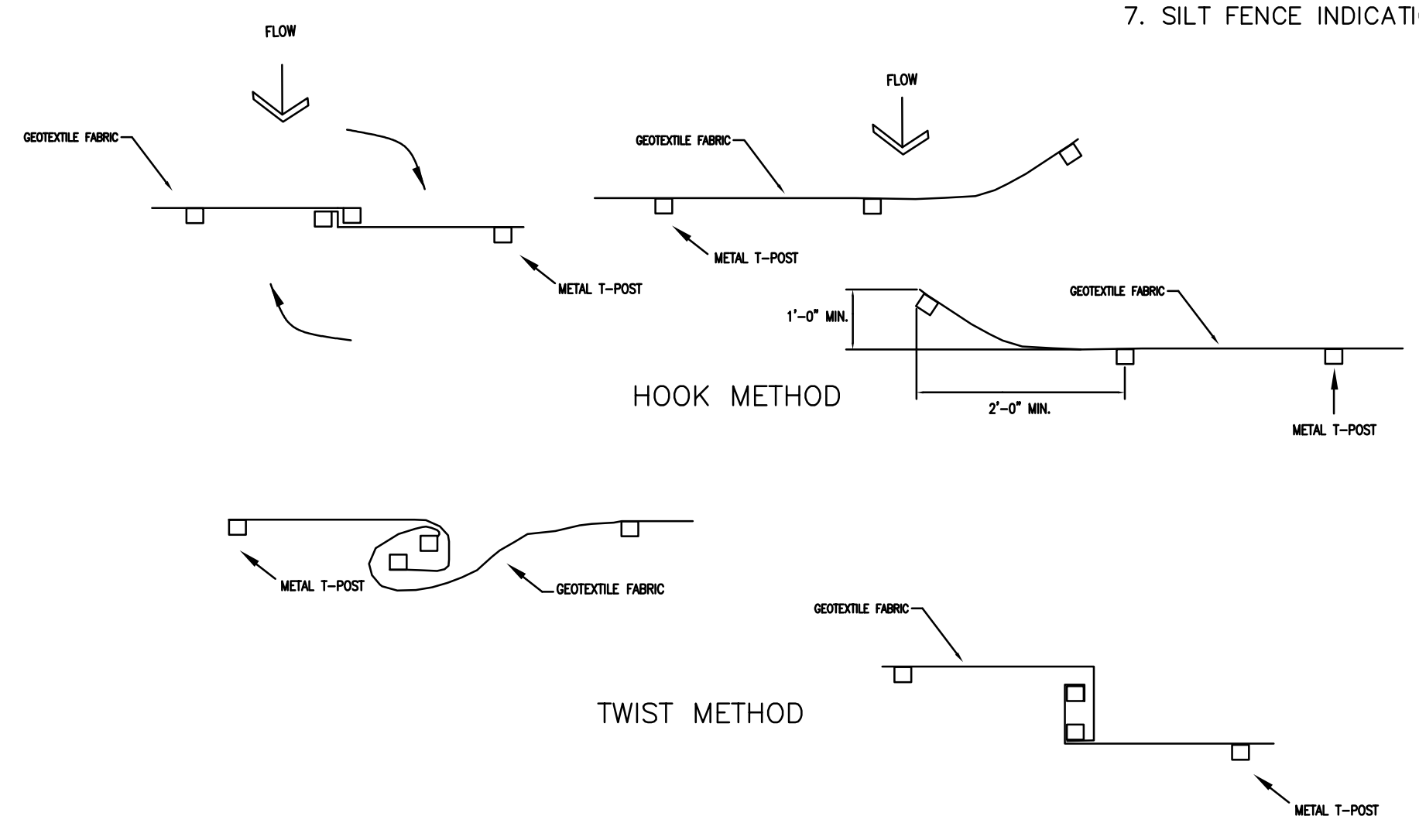
7 SEDIMENT LOG DITCH CHECK  
 C3.1 N.T.S.



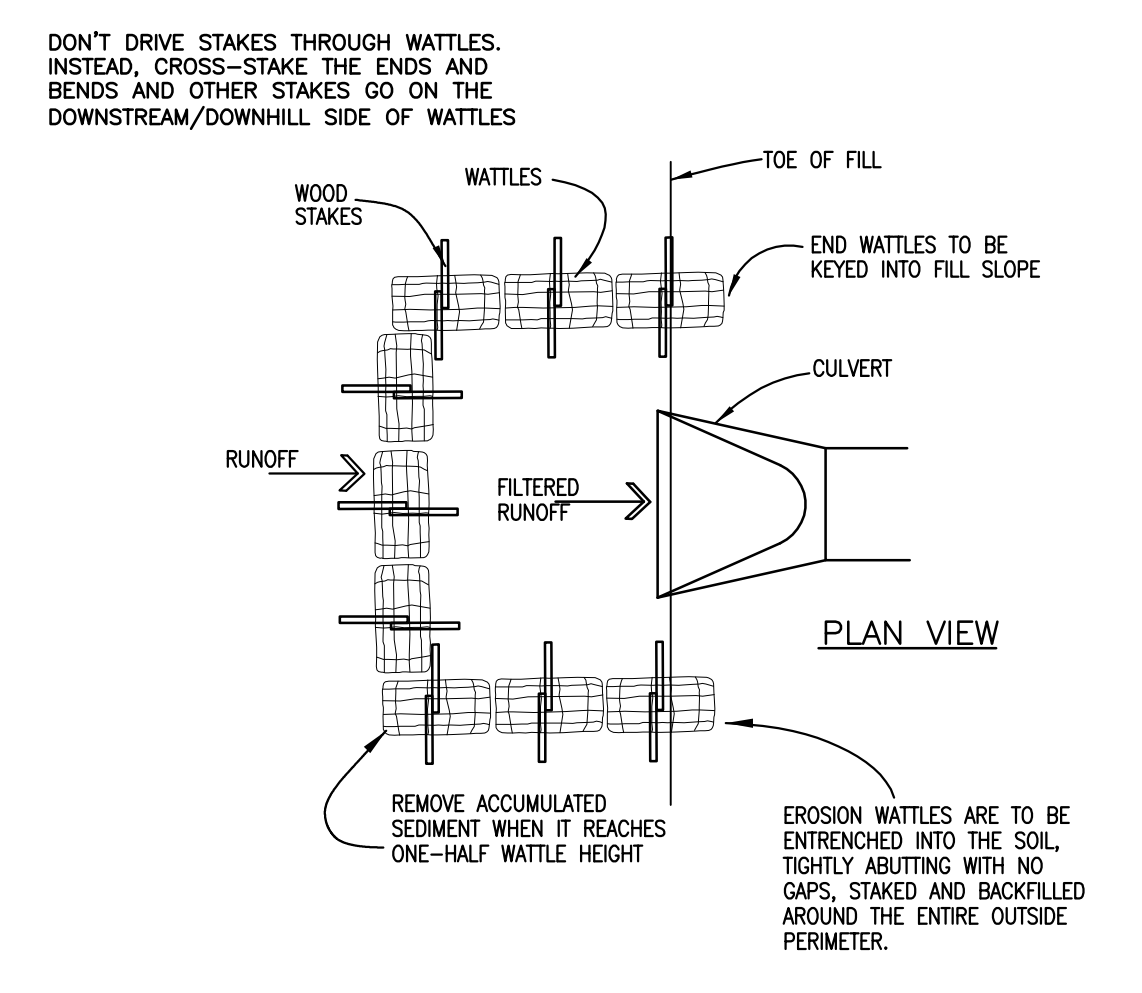
1 SILT FENCE DETAIL  
 C3.1 N.T.S.

Construction Notes for Silt Fence:

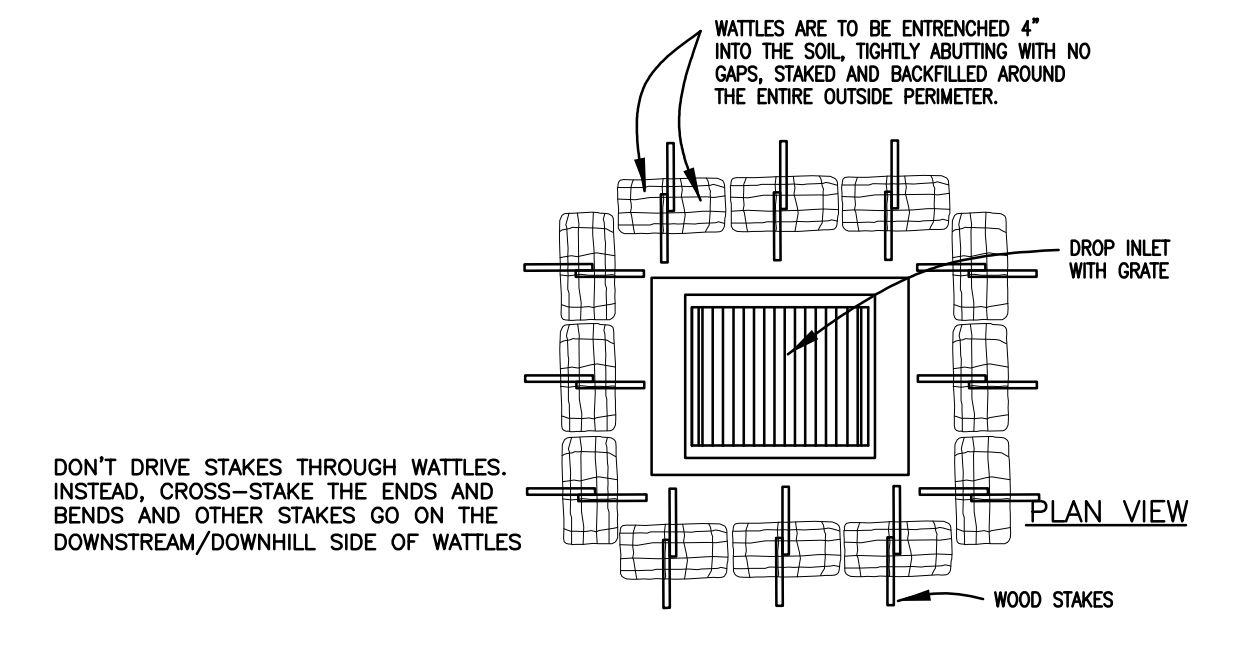
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
  2. FILTER CLOTH TO BE FASTENED SECURELY TO SILT FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID-SECTION.
  3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6 INCHES AND FOLDED.
  4. LOCATE POSTS DOWNSLOPE OF FABRIC FOR FENCE SUPPORT.
  5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
- POSTS: STEEL EITHER "T" OR "U" TYPE, OR WOODEN  
 POSTS: LOCATE MAXIMUM OF 6 FEET O.C.  
 FENCE: PER LOCAL REQUIREMENTS OR WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING  
 FILTER CLOTH: FILTER X, MIRAFI 100X, STABI-LINKA T140N OR APPROVED EQUAL
6. SILT FENCE SHALL BE PLACED SO THAT NO SEDIMENT WILL LEAVE THE SITE.
  7. SILT FENCE INDICATION ON THE PLANS AS —○—○—○—



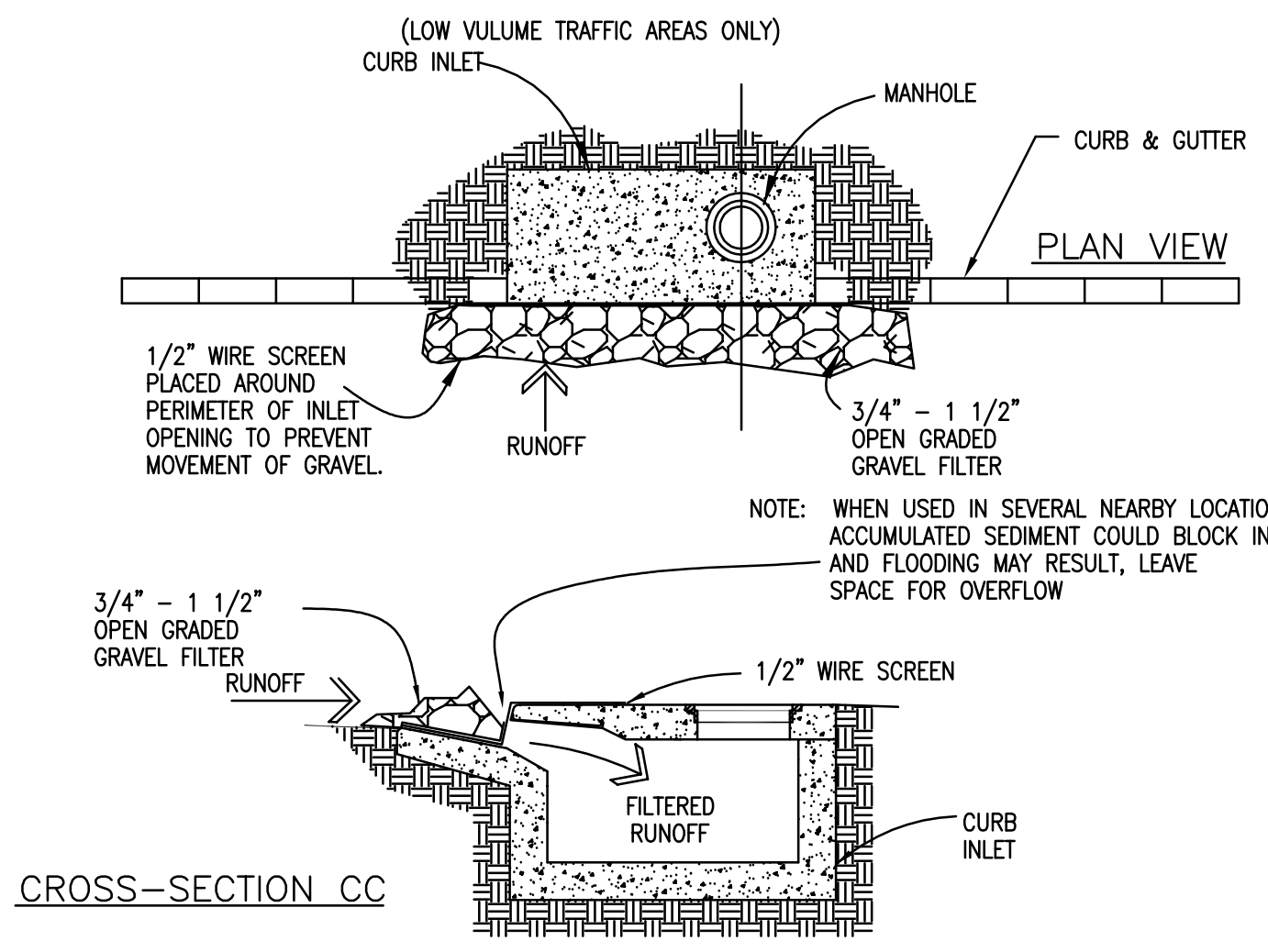
2 JOINING TWO LENGTHS OF SILT FENCE  
 C3.1 N.T.S.



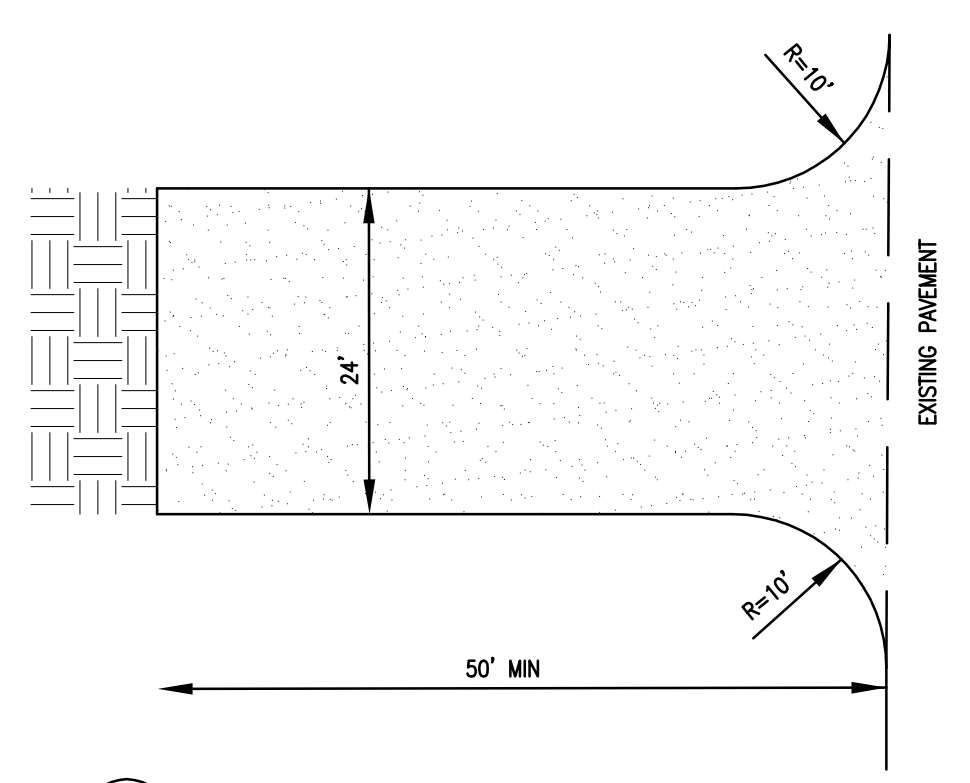
6 CULVERT EROSION BALE INLET PROTECTION  
 C3.1 N.T.S.



4 DROP INLET EROSION FILTER  
 C3.1 N.T.S.



5 CURB INLET GRAVEL AND WIRE MESH FILTER TRAP  
 C3.1 N.T.S.

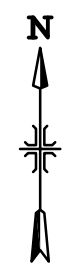


3 CONSTRUCTION ENTRANCE  
 C3.1 N.T.S.

NOTES:

1. STONE SIZE - USE 1-1/2" TO 3" ROCK AND 1/2" TO 3/4" FILTER LAYER
2. THICKNESS - NOT LESS THAN 6".
3. FILTER CLOTH WILL BE PLACED OVER THE ENTIRE AREA BEFORE PLACING STONE. USE TYPE V GEOTEXTILE FABRIC.
4. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET.
5. WIDTH - 30 FOOT MINIMUM
6. THE ENTRANCE SHALL BE MAINTAINED WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.
7. WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.





### UTILITIES NOTES

#### 1. GENERAL

THE SITE CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH THE MOST CURRENT DATA PROVIDED BY THE OWNER.

ALL WATER AND SANITARY SEWER SERVICES TO BE INSTALLED TO WITHIN 5 FEET OF BUILDING LINE. SINCE WATER AND SEWER IS PRIVATELY OWNED AND MAINTAINED ON SITE, ALL SERVICES AND MATERIALS WILL BE TO STATE REGULATORY STANDARDS.

THE SITE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES OR PLANS, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE SITE CONTRACTOR MUST MAKE CONTACT WITH APPROPRIATE UTILITY COMPANY OR OWNER PRIOR TO EXCAVATION. THE PRIVATE OWNER MAY OR MAY NOT HAVE KNOWLEDGE OF LOCATION OF UTILITIES AND THE SITE CONTRACTOR IS RESPONSIBLE FOR LOCATING IN NON-INVASIVE AND NON-DSTRUCTIVE MEANS IF POSSIBLE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS AS SHOWN ON THE PLANS.

SEE MECHANICAL SHEETS FOR BUILDING CONNECTIONS.

GAS COMPANY TO BE RESPONSIBLE FOR THE SIZE AND CONSTRUCTION OF THE PROPOSED GAS LINES AS SHOWN ON THIS PLAN.

#### 2. SANITARY SEWER AND WATER CONNECTIONS

CONNECTION OF SANITARY SEWER AND WATER TO THE EXISTING INFRASTRUCTURE SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.

SITE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS AVOID CONFLICTS AND ASSURE PROPER DEPTHS ARE ACHIEVED.

SITE CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, STORM SEWER, SANITARY SEWER, IRRIGATION SYSTEMS, ELECTRICAL CONDUIT, ETC) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL, AND THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION.

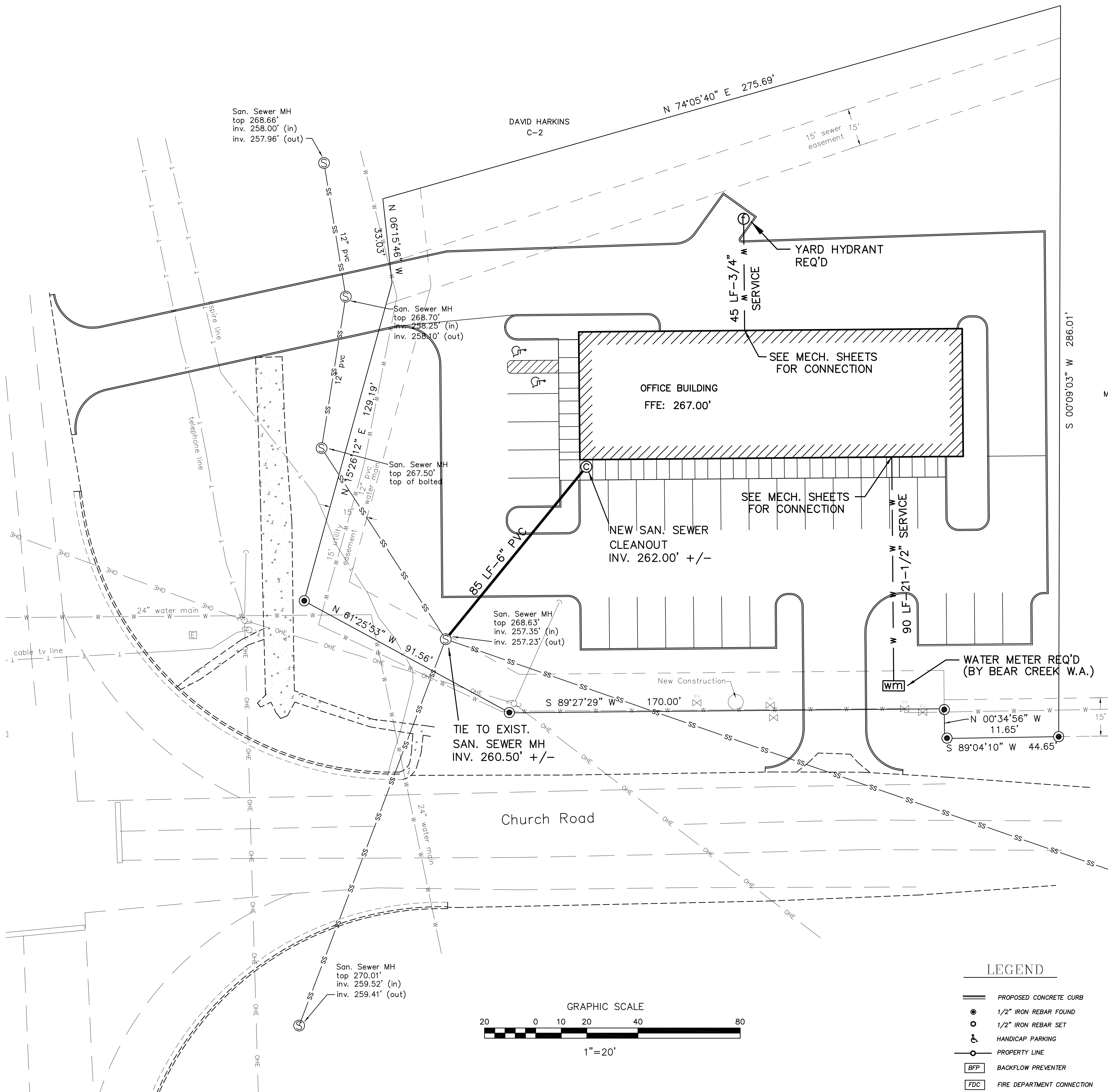
SEWER PIPE AND FITTINGS SHALL BE PVC, ASTM D-3034, SDR-26, ELASTOMETRIC GASKET JOINTS.

ALL WATER SERVICE LINES 3" AND UNDER SHALL BE PB, AWWA STD, C-902 CLASS 160.

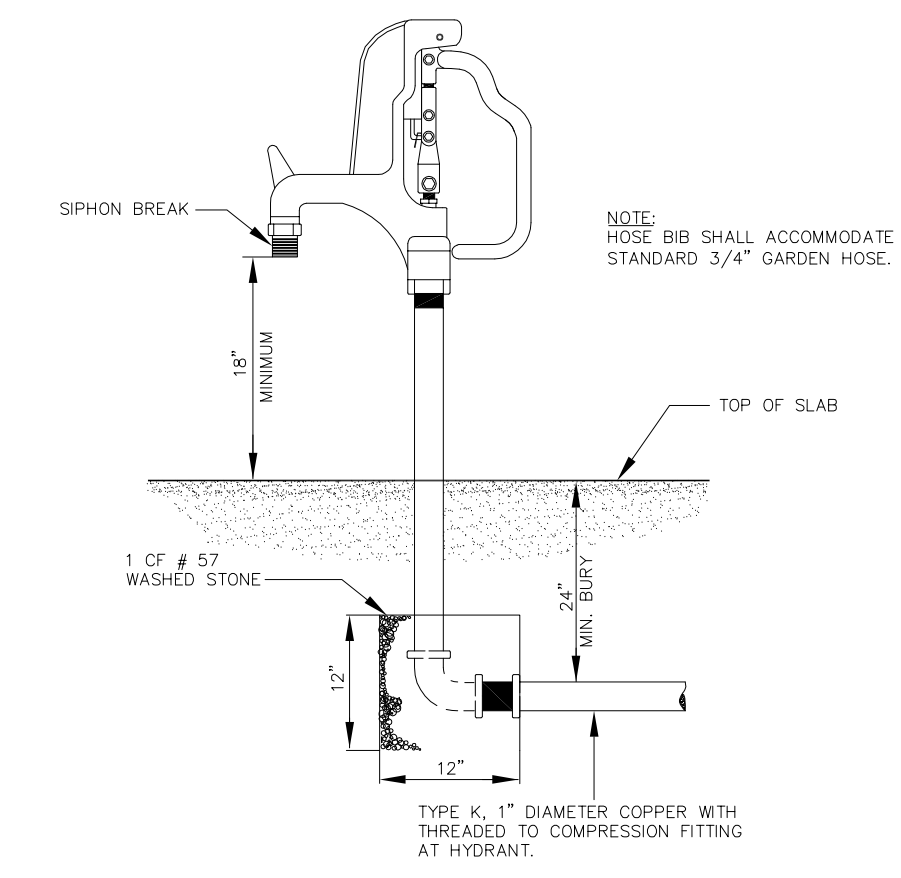
SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES TO REMAIN AND FOR ALL INTERRUPTIONS CAUSED BY A RESULT OF HIS WORK.

ALL SANITARY SEWER AND WATER UTILITIES SHALL BE CONSTRUCTED AND TESTED IN ACCORDANCE WITH STATE REGULATORY AGENCY STANDARDS.

WATER METERS ARE TO BE INSTALLED BY THE CITY OF MADISON. CURB STOPS ARE TO END AT, OR REASONABLY CLOSE, TO THE RIGHT-OF-WAY IN AN AREA THAT IS ACCESSIBLE FOR READING OR MAINTENANCE.



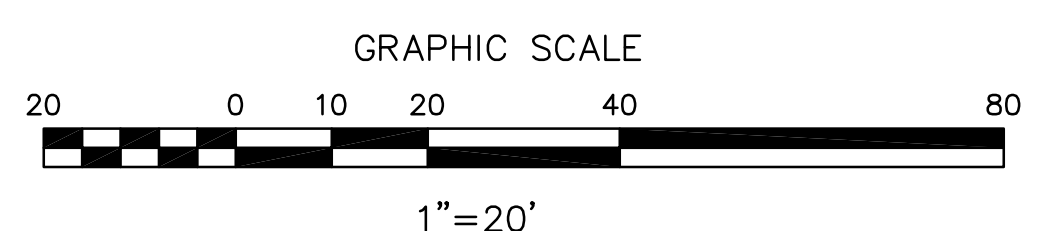
MORGAN BROWN, LLC  
C-2



YARD HYDRANT DETAIL

### LEGEND

- PROPOSED CONCRETE CURB
- 1/2" IRON REBAR FOUND
- 1/2" IRON REBAR SET
- ♿ HANDICAP PARKING
- PROPERTY LINE
- BFP BACKFLOW PREVENTER
- FDC FIRE DEPARTMENT CONNECTION



### UTILITY CONNECTIONS

UTILITY CONNECTIONS SHOWN ON THIS PLAN SHALL BE COORDINATED WITH THE APPROPRIATE AGENCY AS INDICATED BELOW AND ARE TO BE INSTALLED IN ACCORDANCE WITH THEIR REGULATIONS AND REQUIREMENTS.

SANITARY SEWER SERVICE: BEAR CREEK WATER ASSOCIATION CONTACT: WATER/SEWER DIVISION TELEPHONE: 601-856-5969	ELECTRIC SERVICE: ENTERGY CONTACT: JOHN PEACOCK TELEPHONE: 1-800-368-3749
WATER SERVICE: BEAR CREEK WATER ASSOCIATION CONTACT: WATER/SEWER DIVISION TELEPHONE: 601-856-5969	NATURAL GAS SERVICE: ATMOS ENERGY CONTACT: N/A TELEPHONE: N/A

\* SEE MECHANICAL SHEETS (MECHANICAL SITE PLAN) FOR GAS CONNECTIONS AND LAYOUT  
SEE ELECTRICAL SHEETS (ELECTRICAL SITE PLAN) FOR ELECTRICAL CONNECTIONS AND LAYOUT

Date:	
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No.	

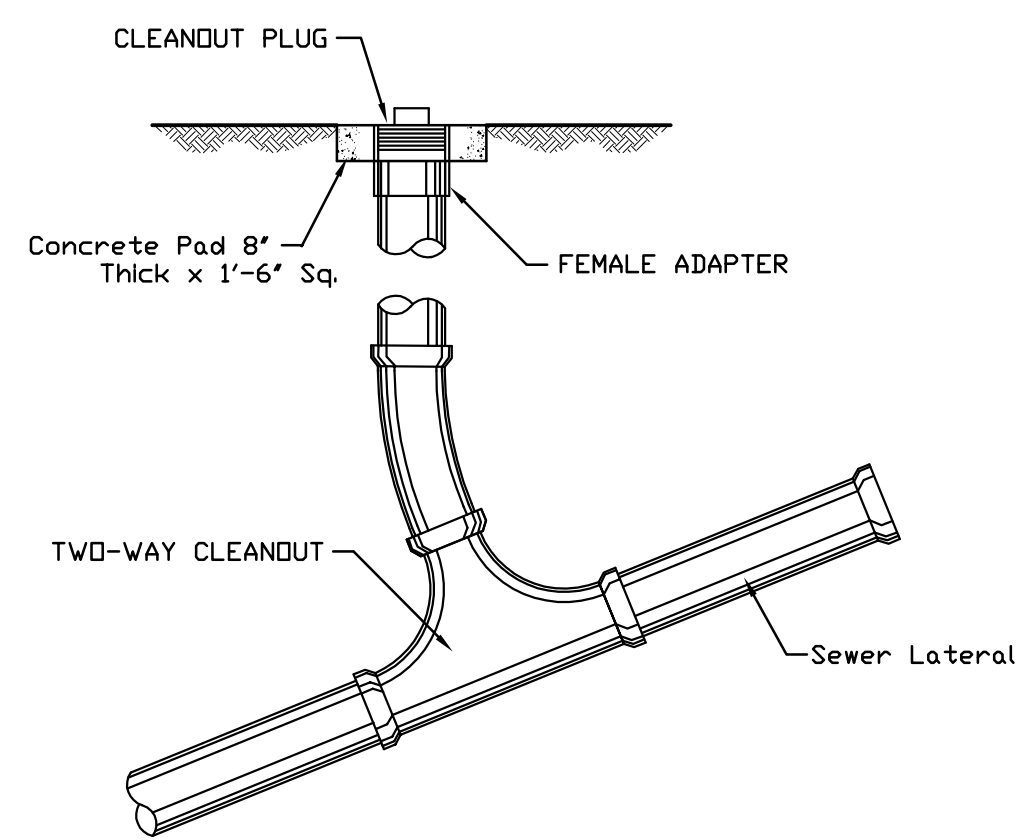
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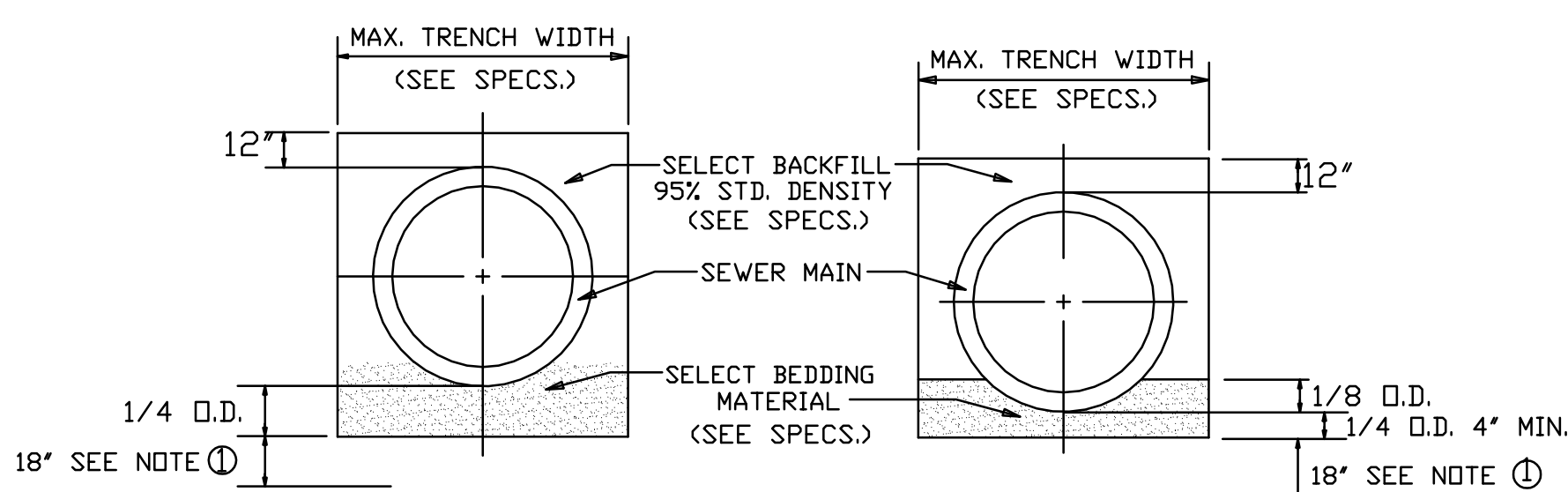
UTILITY PLAN  
The Corner

SHEET  
C4.0





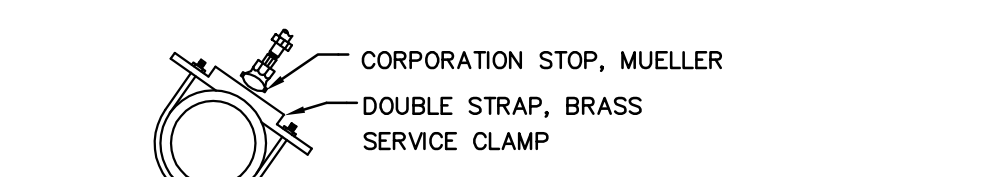
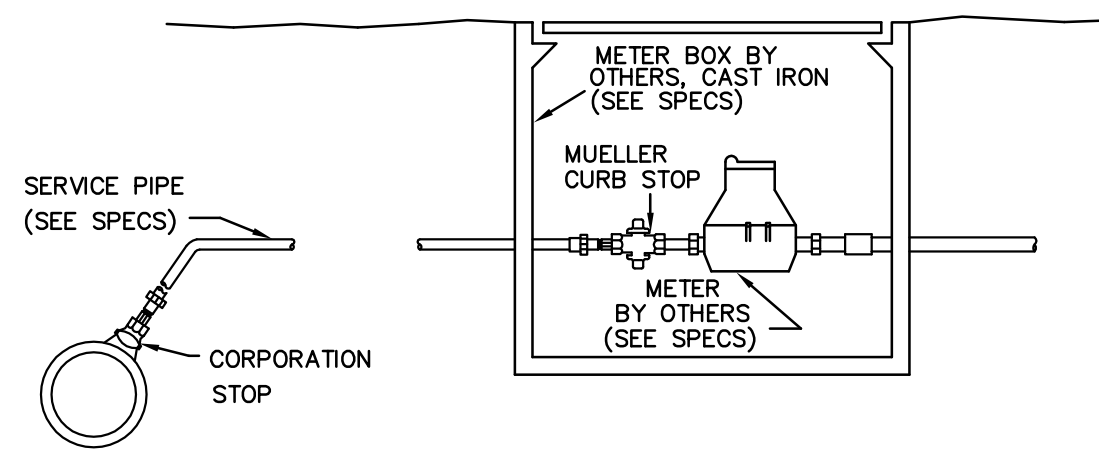
5 SANITARY SEWER CLEAN-OUT (2-WAY) DETAIL  
C5.0 N.T.S.



TYPICAL SECTION  
CLASS "B" BEDDING

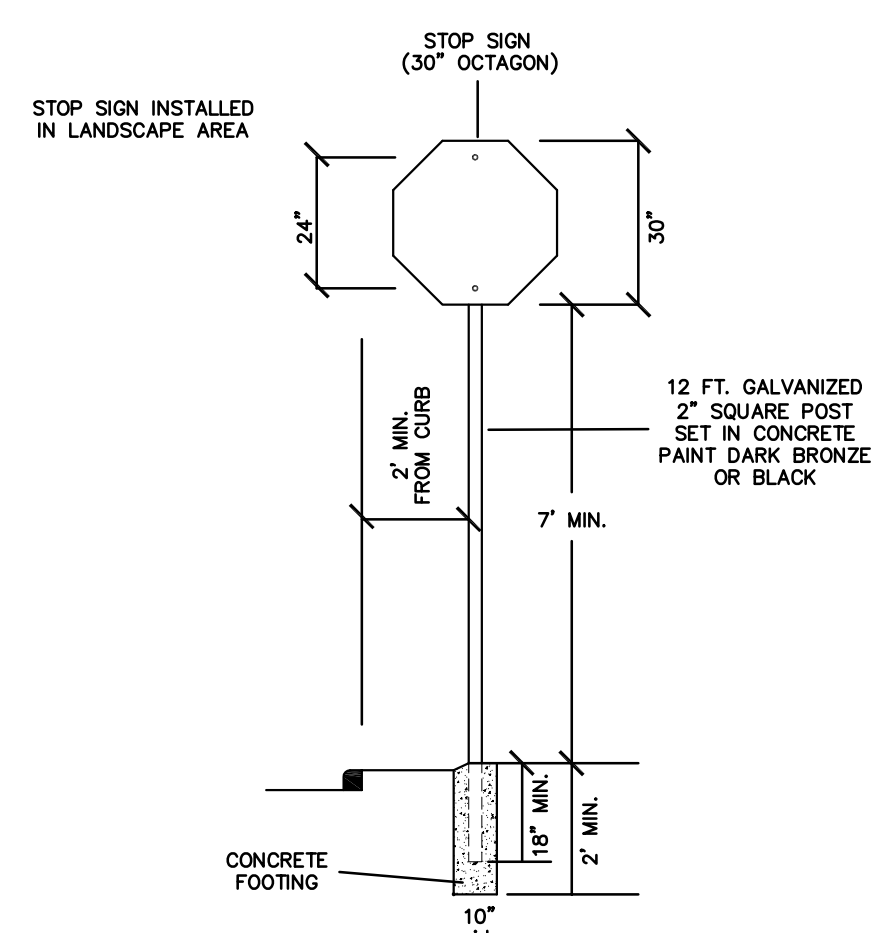
TYPICAL SECTION  
CLASS "C" BEDDING

- ① DEWATERING REQ'D. TO THIS LEVEL (MIN.). CONTRACTOR WILL NOT BE ALLOWED TO WORK WHEN WATER LEVEL IS NOT MAINTAINED BY DEWATERING SYSTEM TO THIS ELEVATION OR LOWER.
- ② WHEN TRENCHING ACROSS EXISTING ASPHALT OR CONCRETE SURFACES, NEW ASPHALT SHOULD BE PLACED BACK AT SAME DEPTH OF EXISTING ASPHALT OR CONCRETE THICKNESS.



1 TYPICAL SERVICE ASSEMBLY  
C5.0

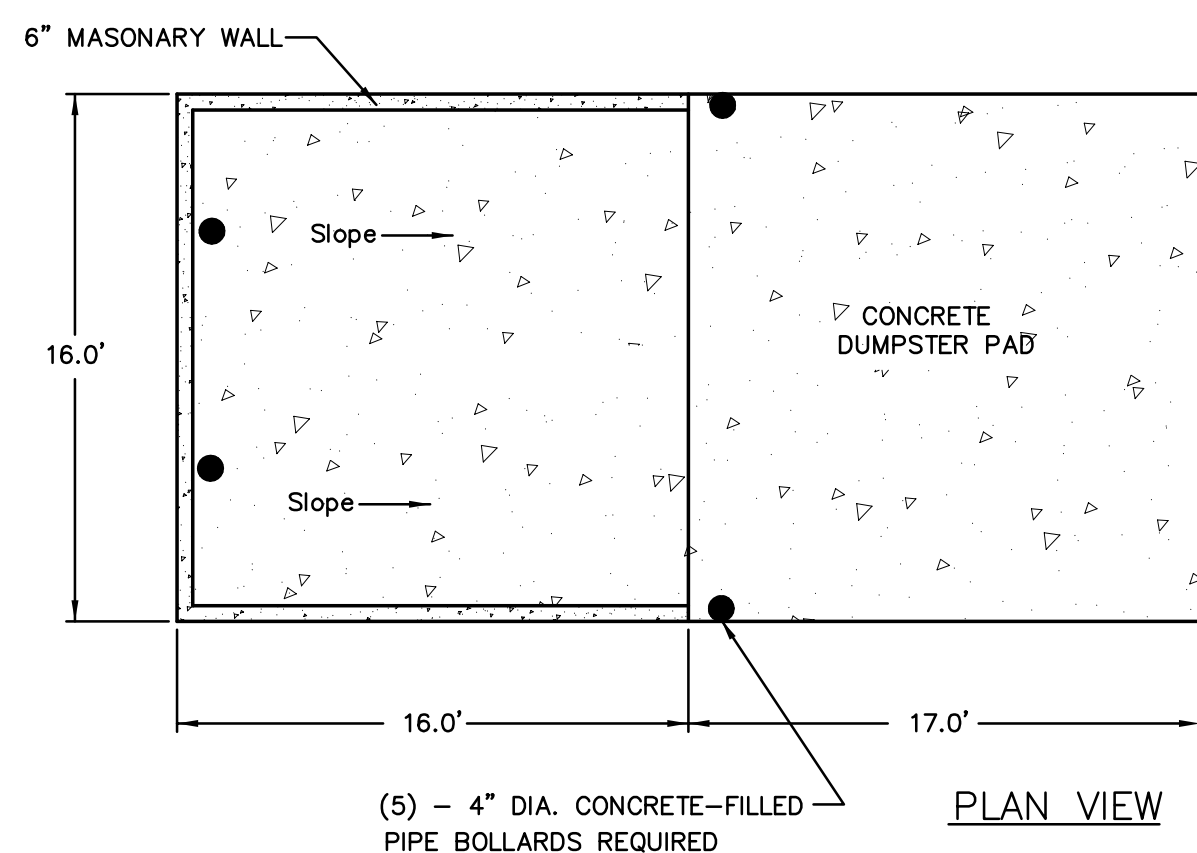
NOTE: SERVICES SHALL BE TYPE K COPPER WITH CORPORATION AND CURB STOPS THAT COMPLY WITH THE CITY OF JACKSON STANDARD SPECIFICATIONS. MUST BE APPROVED BY CITY OF JACKSON PRIOR TO INSTALLATION.



2 TRAFFIC SIGN INSTALLATION  
C1.0 N.T.S.

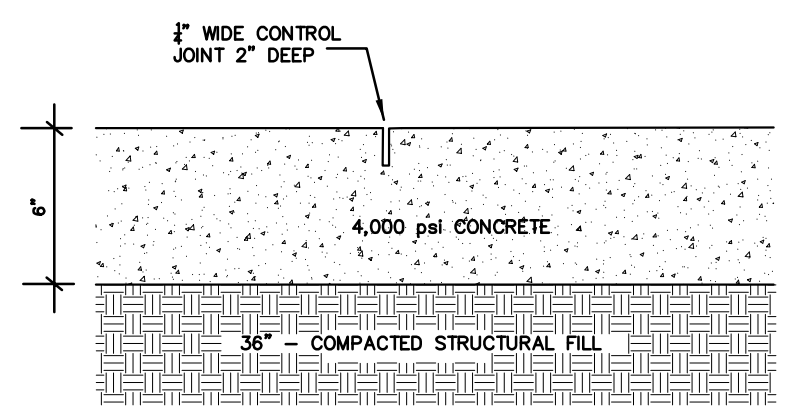
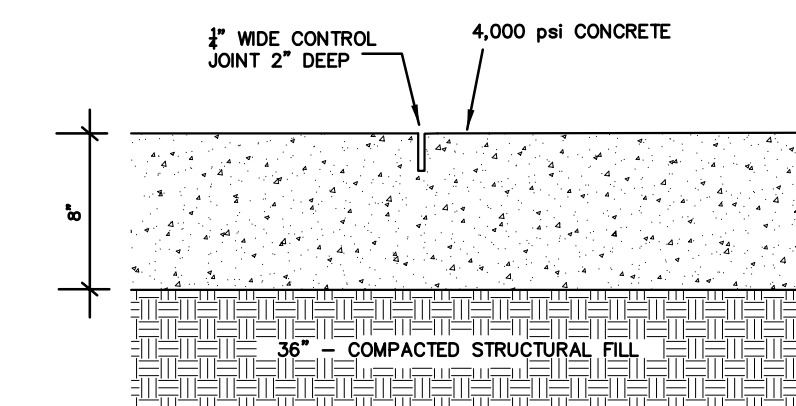
- NOTES
- 6 FOOT TALL CYCLONE FENCE (SCREENED) TO BE CONSTRUCTED ON TOP OF THE CONCRETE WALL.
  - 4" DIA. CONCRETE FILLED PIPE BOLLARDS REQUIRED AS SHOWN ON THE DETAIL. TWO WITHIN ENCLOSURE AT BACK WALL AND THREE IN FRONT OF THE ENCLOSURE TO PREVENT DOORS FROM SWINGING BEYOND 90°
  - DUMPSTER PAD GATES TO BE INSTALLED ON 6" DIA. POST WITH METAL FRAME AND WOOD SLATES OVER GATE FRAME.

6 DUMPSTER DETAIL  
C5.0 N.T.S.



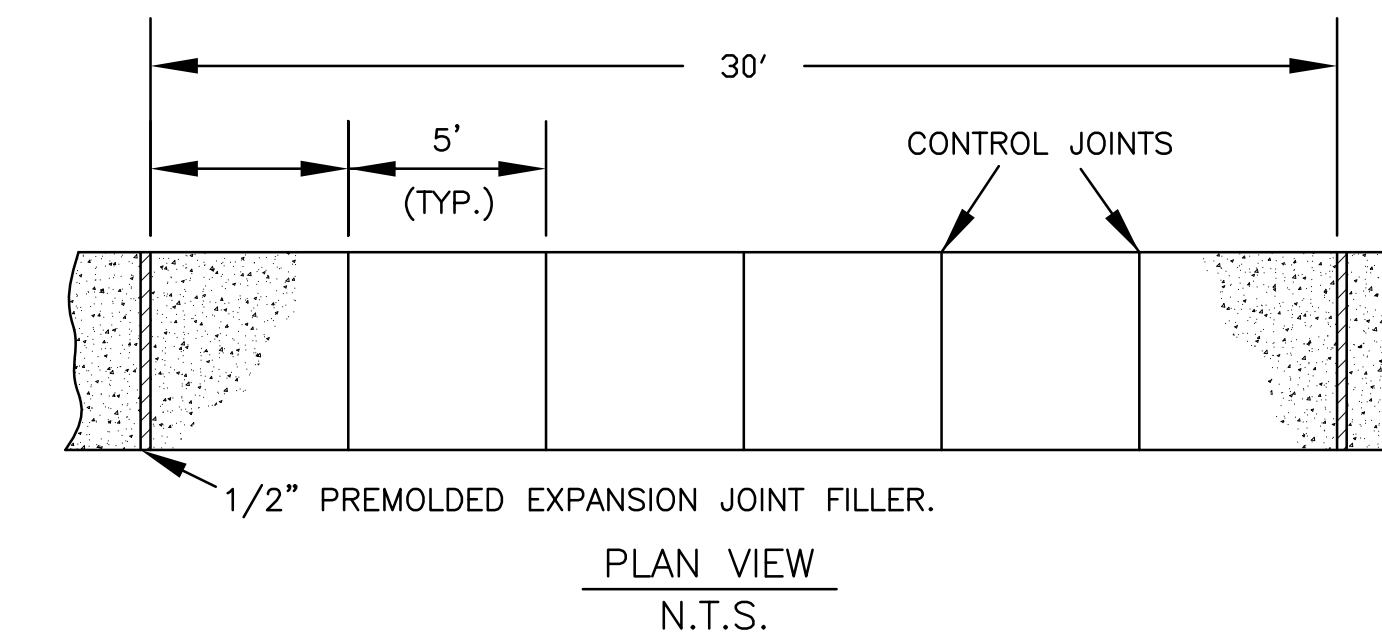
- SLAB PROFILE:
- TOOLED CONSTRUCTION JOINTS SHOULD BE PROVIDED AS DESCRIBED IN THE GEOTECHNICAL REPORT BY BURNS COOLEY DENNIS, INC.
  - EXPANSION JOINTS SHOULD ONLY BE PLACED WHERE THE PAD DIRECTLY ADJOINS A BUILDING OR OTHER FIXED STRUCTURE.
  - AS SHOWN IN THE GEOTECHNICAL REPORT, THIS IS A JOINTED PLAIN (UN-REINFORCED) PCC PAVEMENT.
  - THE FIRST 12" SHALL BE LIME TREATED (6% BY WEIGHT)
  - SEE GEOTECHNICAL REPORT BY LADNER TESTING, INC. DATED NOV. 20, 2019 FOR ALL PAVEMENT RECOMMENDATIONS.

7 HEAVY DUTY CONCRETE (DUMPSTER AREA)  
C5.0 N.T.S.

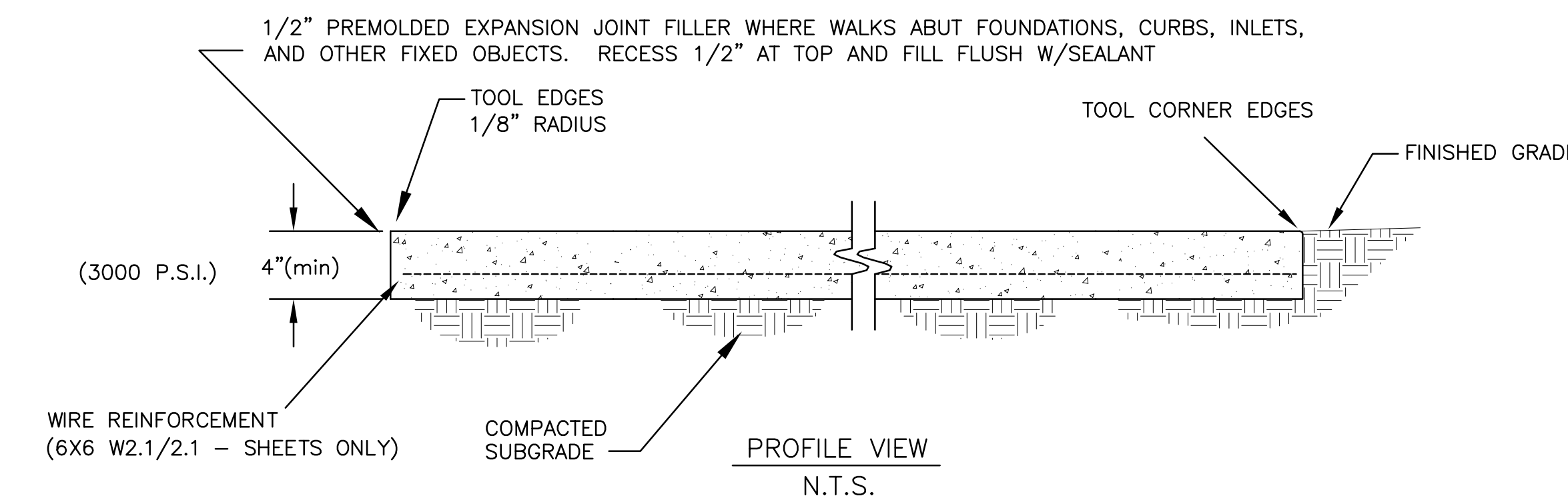


8 MEDIUM DUTY CONCRETE PAVEMENT DETAIL  
C5.0 N.T.S.

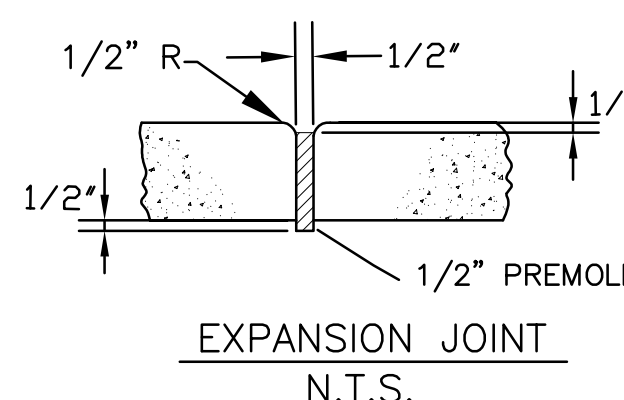
- SLAB PROFILE:
- TOOLED CONSTRUCTION JOINTS SHOULD BE PROVIDED AT INTERVALS THAT WILL PROVIDE A SLAB SITE THAT DOES NOT EXCEED 20'X20'.
  - EXPANSION JOINTS SHOULD ONLY BE PLACED WHERE THE PAD DIRECTLY ADJOINS A BUILDING OR OTHER FIXED STRUCTURE.
  - PROOF ROLL SUBGRADE PRIOR TO CONCRETE PLACEMENT AND CUT REINFORCING AT ALL JOINT LOCATIONS.
  - AS SHOWN IN THE GEOTECHNICAL REPORT, THIS IS A JOINTED PLAIN (UN-REINFORCED) PCC PAVEMENT.
  - THE FIRST 12" SHALL BE LIME TREATED (6% BY WEIGHT)
  - SEE GEOTECHNICAL REPORT BY LADNER TESTING, INC. DATED NOV. 20, 2019 FOR ALL PAVEMENT RECOMMENDATIONS.



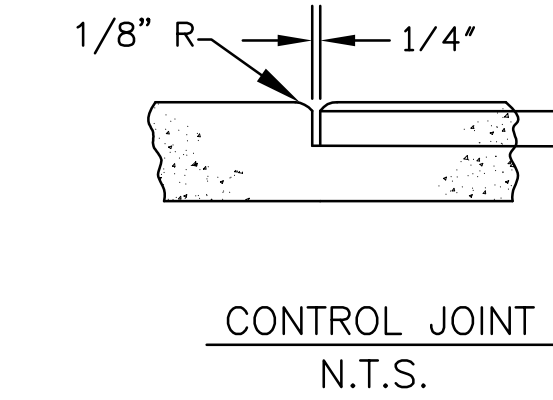
PLAN VIEW  
N.T.S.



PROFILE VIEW  
N.T.S.



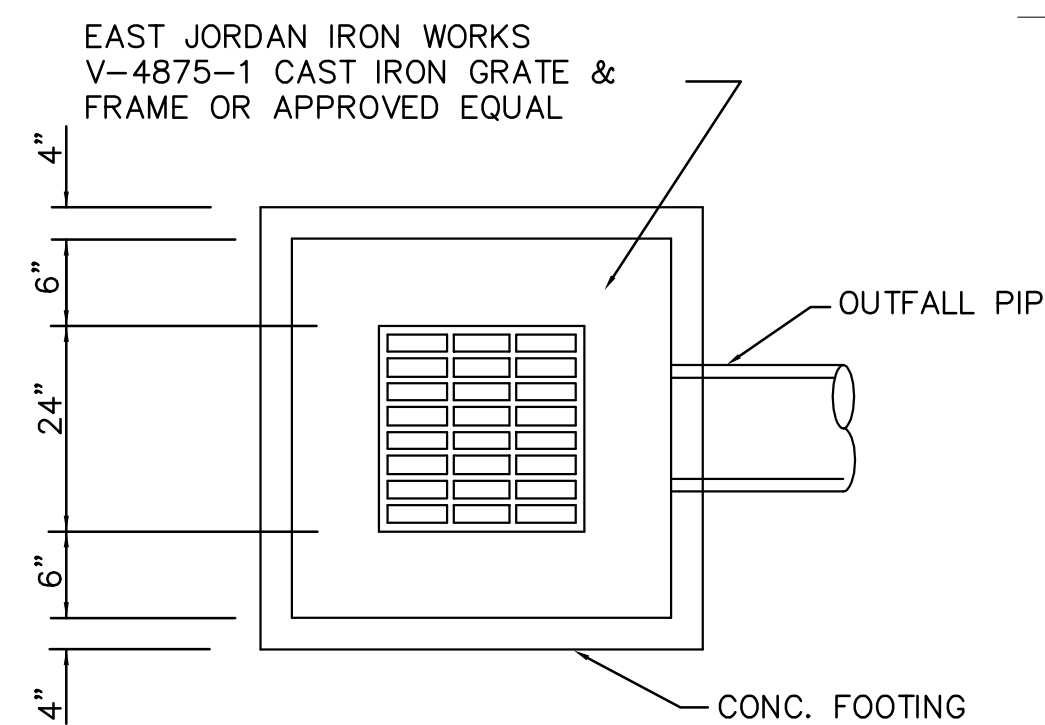
EXPANSION JOINT  
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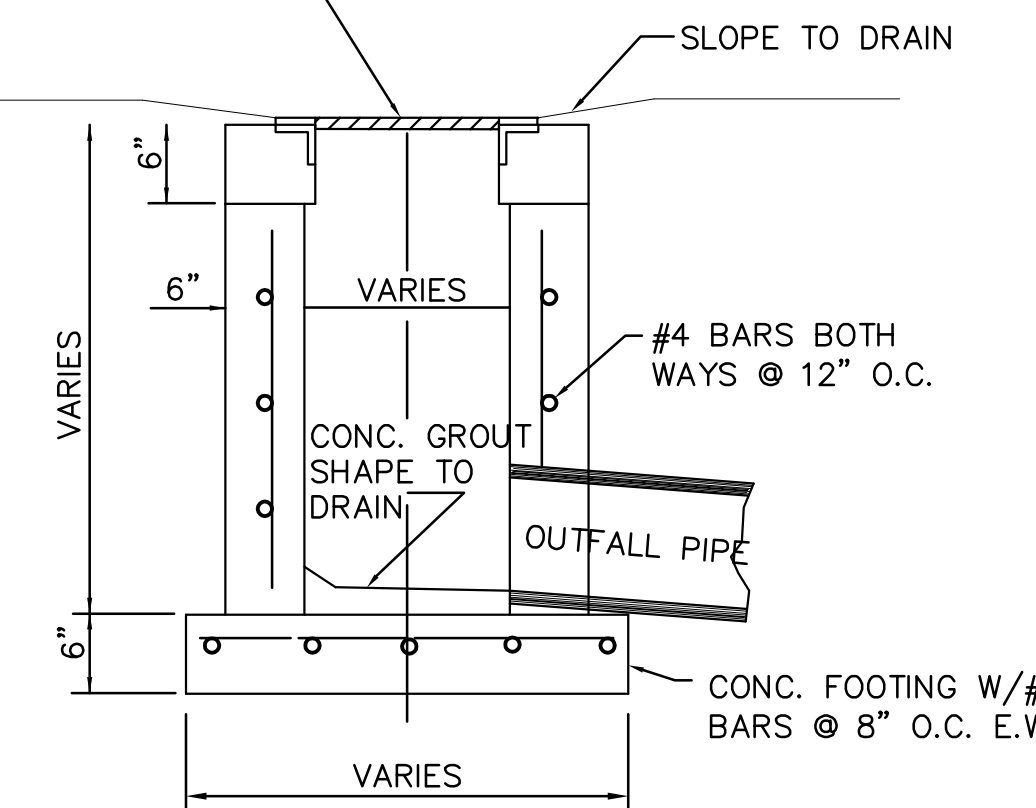
CONTROL JOINT  
N.T.S.

- NOTES:
- CONCRETE SHALL BE 3,000 PSI MINIMUM
  - 6X6 W2.1/W2.1 WIRE REINFORCEMENT REQUIRED (SHEETS ONLY)
  - PROVIDE BROOM FINISH TO ALL EXPOSED SURFACES
  - HEAVY BROOM FINISH PERPENDICULAR TO THE DIRECTION OF TRAFFIC.

3 CONCRETE SIDEWALK SECTION DETAILS  
C5.0 N.T.S.

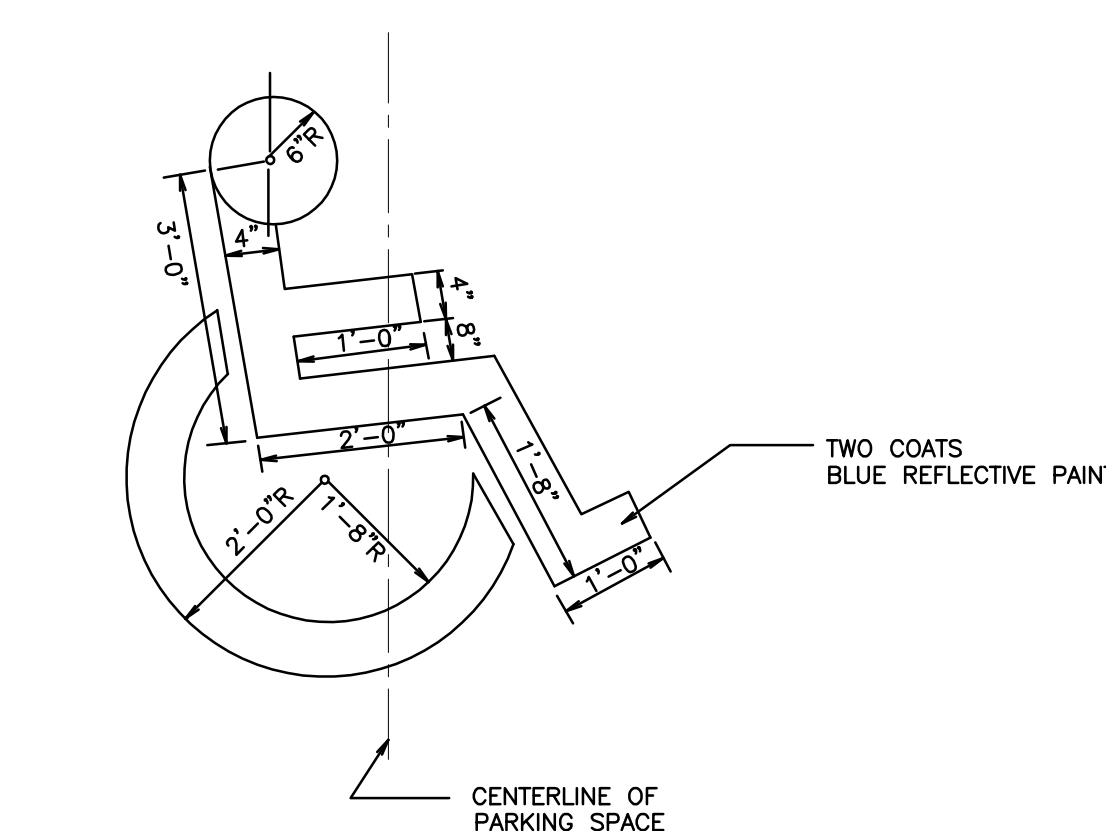


GRATE INLET - PLAN VIEW  
USE ALSO FOR JUNCTION BOX WITHOUT GRATE. USE CONCRETE TOP INSTEAD.



GRATE INLET - SECTION VIEW  
USE ALSO FOR JUNCTION BOX

9 GRATE INLET DETAIL  
C5.0 N.T.S.



4 ACCESSIBILITY PARKING SYMBOL  
C5.0 N.T.S.

- NOTES
- ACCESSIBILITY SYMBOLS SHALL BE PAINTED ON PAVEMENT AT EACH ACCESSIBLE PARKING SPACE.
  - ALL PAVEMENT MARKING INSTALLATIONS SHALL CONFORM TO THE 1988 MUTCD AND ALL SUBSEQUENT REVISIONS.
  - ALL ACCESSIBLE PARKING SPACES SHALL BE MARKED WITH AN ACCESSIBILITY PARKING SPACE SIGN.
  - BLUE PAINT TO BE PAINTED FOR ALL ACCESSIBLE MARKINGS.

Date:	
By:	
Revisions:	
No.	

Section 4, Item B)
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SITE DETAILS  
The Corner  
SHEET  
C5.0