# BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MADISON STATE OF MISSISSIPPI

IN THE MATTER OF REZONING OF CERTAIN LAND SITUATED IN SECTION -- 14 TOWNSHIP 8 NORTH, RANGE 2E EAST/WEST MADISON COUNTY, MISSISSIPPI

PETITIONER: Gluckstadt Trailer/Wendon Moore
Abe Nemati

#### PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

Comes now Wenden Moore and Abe Newati, owner of the hereinafter described land and property, and files this petition with the Board of Supervisors of Madison County, Mississippi, to rezone and reclassify a tract or parcel of land situated in Section /4 Township & N, Range & E, Madison County, Mississippi, more particularly described as follows, to-wit:

#### SEE EXHIBIT A

from its present Zoning District Classification of RI District to a C3 District, in support thereof would respectfully show as follows, to-wit:

1. The subject property consists of 6.95 acres.

- 2. The zoning proposed is not in compliance with the adopted Land Use and Transportation Plan of Madison County, but is the highest and best use.
- 3. List of changes or conditions that support rezoning:

SEE EXHIBIT B

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that this petition be received, and after due consideration, the Board of Supervisors of Madison County will enter an order amending the land use plan to reflect  $\mathcal{CA}$  zoning, and reclassifying this property from its present  $\mathcal{K}$  District classification to a  $\mathcal{CA}$  District.

Respectfully submitted, this the 13 day of November, 2015.

Petitioner



To Whom It May Concern,

I, Abe Nemati, authorize Wendon Moore to seek rezoning, for commercial purposes, of my land on Highway 51 in Madison county. I am the owner of the property and the warranty deed is attached. Also attached is the rental agreement with Mr. Moore.

Thank You,

Abe Nemati

Owner/Lessee

. . . . . .

Witness

Subscribed and sworn to before met Presence, this 15 day of the control

2016, a Notary Public in and for the

County of Roukin State of MY NOTARY PUBLIC

(Signature) No

Notary Whitesion Expir

My commission expires 4-16 18 April

Exhibit B

### Dewey Knight and Associates, Inc. Registered Professional Land Surveyors 640 Cedar Springs Drive Jackson, Mississippi 39219

Phone 601-373-3989 November 3, 2015

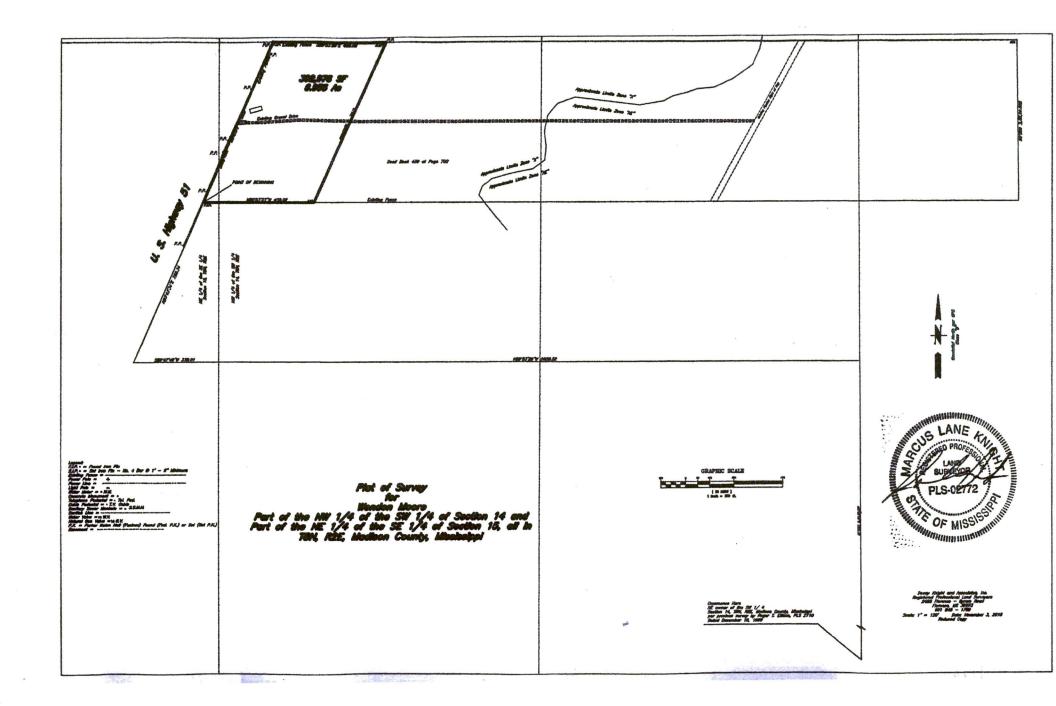
#### Legal Description

A parcel of land lying in the NW ¼ of the SW ¼ of Section 14 and in the NE ¼ of the SE ¼ of Section 15, all in T8N, R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the SE corner of the SW ¼ of Section 14, T8N, R2E, Madison County, Mississippi as shown on a previous survey by Roger Thomas Ellison, MS PLS 2710 and run thence N 00° 20′ 40″ W for 1,323.73′; run thence N 89° 53′ 28″ W for 2,650.52′; run thence S 89° 47′ 48″ W for 338.01′ to a point on the East Right of Way of U. S. Highway 51; run thence N 23° 43′ 34″ E for 722.34′ along the East Right of Way of U. S. Highway 51 to a recovered iron pin marking the SW corner of that tract of land described in Deed Book 459 at Page 702 of the records of the Chancery Clerk at Canton, Madison County, Mississippi and the POINT OF BEGINNING; continue thence N 23° 43′ 34″ E for 720.33′ along the East Right of Way of U. S. Highway 51 to a recovered iron pin marking the NW corner of said Deed Book 459 at Page 702; thence leaving the East Right of Way of Way of U. S. Highway 51, run S 89° 53′ 28″ E for 459.02′ along the North line of said Deed Book 459 at Page 702 to an iron pin set; thence leaving the North line of said Deed Book 459 at Page 702, run S 23° 43′ 34″ W for 720.33′ to an iron pin set on the South line of said Deed Book 459 at Page 702; run thence N 89° 53′ 27″ W for 459.02′ to the POINT OF BEGINNING.

Containing 6.955 acre more or less.

The Property directly to the North is TIP Technical Industrial Park and numerous other properties are zone C-2 Commercial and I-2 Industrial in this area. This property would best be suited for Commercial Use



To Those In Consideration Of This Petition,

The property located at 2188 Hwy 51 in Madison, MS, will be used to relocate an existing business in the area. The business is Gluckstadt Trailer. It is currently located at 2221 Hwy 51 in Madison, MS, which is approximately 200 yards northwest of the subject property. The business engages in the retail sale of utility trailers and garden equipment. The traffic count is 10 to 20 vehicles a day, but this will not be an increase in traffic as the business is already located in the same area.

The fire hydrant is 247 feet from the proposed building location and the water flow certification letter from Bear Creek Water is attached. There are no hazardous materials stored or used in the planned or current business operations.

All utilities are currently on the subject property with the exception of a septic treatment system. The site plan shows the proposed location of the treatment system, and it will be installed per Health Department guidelines and inspected after installation.

I would be grateful for your approval of this petition and await your decision.

Sincerely,

Wendon Moore

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Bilia (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, FLORENCE E. MILES, a widow, and BETTY MILES BAILEY, her daughter, by these presents, do hereby sell, convey and warrant unto ABE NEMATI and wife, ZOHREN SIROUS, as joint tenants with full rights of survivorship, and not as tenants in common, the land and property which is situated in Madison County, MS, described, to-wit:

(Index: Pt. of N 1/2 of SW 1/4; Pt. of W 1/2 of NW 1/4 of SE 1/4; and Pt. of W 1/2 of SW 1/4 of SE 1/4, Section 14; Pt. of N 1/2 of SE 1/4, of Section 15; all in T8N, R2E. Being 48.51 acres, m/l.) More particularly in attached Exhibit "A".

#### Title Acquired

Refer Deed Book 141 Page 792, and Book 220 Page 177, and Book 433 Page 140, together with Owners' Affidavit pending for recordation.

#### Title Exceptions

This conveyance and its warranty are subject only to title exceptions, to-wit:

- Ad valorem taxes for the Year 2000 shall be prorated between the parties as of the date of settlement.
  - A. Parcel No. 082E-15-031.
  - B. Parcel No. 082F-14-003.
- Madison County zoning and subdivision regulations ordinances of 1976, adopted July 23, 1976, in Minute Book "A-L" Page 77.
- 3. Reservation of an undivided 1/2 of all mineral rights in deed dated October 7, 1944, in Book 29 Page 40.
- 4. Reservation of an undivided 1/4 of all mineral rights in deed dated May 18, 1973, in Book 131 Page 100.
- Right of Way Easement to AT&T Co., recorded in Book 39 Page 34, Book
   Page 388, and Book 38 Page 484.
- 6. Right of Way Easement to Texas Eastern Transmission Corp., recorded in Book 61 Page 237, Book 61 Page 239, Book 99 Page 400, and Book 99 Page 403.

- Cotton Acreage Reservation in deed dated May 18, 1973, in Book 131
   Page 100.
- 8. All matters shown, inclusive of Right of Way for Highway 51, Texas Eastern Pipeline, AT&T underground cable, gravel drives, power lines, Bear Creek Waterway, fence lines, and other driveways, all as per Plat of Survey dated December 16, 1999, by R. T. Ellison, RPLC.

#### No Homestead

Subject property constitutes no part of the homestead of Grantors.

WITNESS the hand and signature of the Grantors affixed on the date of their respective acknowledgments.

FLORENCE E. MILES, a widow	being no part of her homestead
STATE OF <u>MISSISSIPPI</u> , C	COUNTY OF HINDS:
county and state, on this the <u>ist</u> of jurisdiction, the within named FLO	day of MACCA
executed the above and foregoing in an true and correct.	astrument, and that the matters stated therein
A PUBLIC A	NOTARY PUBLIC
My Comm. Expires: MY COMMISSION EXPIRE	S SEPT 19, 2003

STATE OF MISSISSIPH, COUNTY OF HINGS:
Personally appeared before me, the undersigned authority in and for the said county and state, on this the <u>statest day of march</u> , 2000, within my jurisdiction, the within named BETTY MILES BAILEY, subject property being no part of her homestead, SSN #
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT 19, 2003
My Comm. Empires:
FLORENCE E. MILES
5244 fee weed St.
Gay Singe FL 32541  Phone 856- 932. 7462
5 Cety 422 7417
Phone 3500 732. 1702.
BETTY MILES BAILEY
AU12 E. Beuch
Accepted 195 34561  Phone 228 863 7085
Phone 228 863 7085

Abe Nemati (SSN #514-66-3577)
Zohren Sirous (SSN # 425-63-9281)
Hwy. 51, North, Box 1529
Madison, MS 39110
Phone 371-3100 / Cell 291-8886 / Fax 371-6677 / Home 853-1073

Prepared by: Mayfield & Mayfield, Attys., P. O. Box 2192, Jackson, MS 39225, Phone (601) 948-3590, Fax (601) 948-3591

#### EXHIBIT "A"

The land and property situated in Madison County, MS, to-wit:

(Index: Pt. of N 1/2 of SW 1/4; Pt. of W 1/2 of NW 1/4 of SE 1/4; and Pt. of W 1/2 of SW 1/4 of SE 1/4, Section 14; Pt. of N 1/2 of SE 1/4, of Section 15; all in T8N, R2E. Being 48.51 acres, m/l.)

A parcel of land containing 48.51 acres (2,112,888.59 square feet), more or less, being situated in the Northern 1/2 of the SouthWest 1/4, and the Western 1/2 of the NorthWest 1/4 of the SouthEast 1/4, and the Western 1/2 of the SouthEast 1/4 of Section 14, and the Northern 1/2 of the SouthEast 1/4 of Section 15 (East of Highway 51), Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

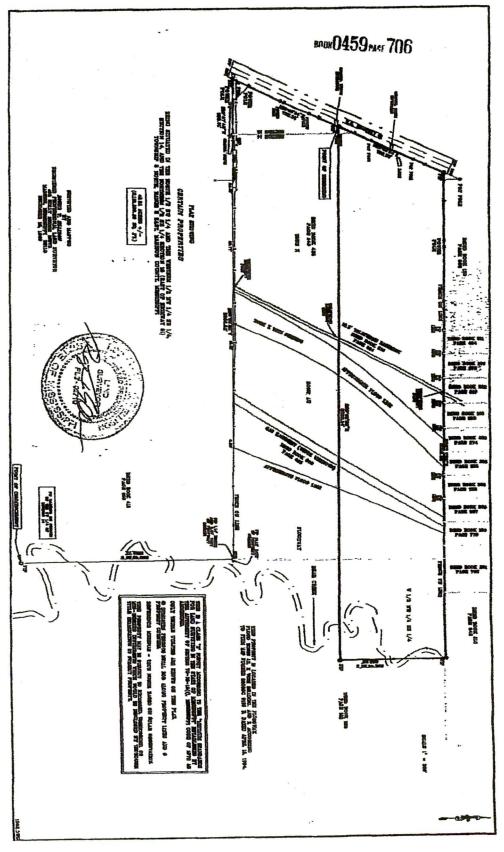
Commence at a ferrous metal rod marking the SouthEast corner of the SouthWest 1/4 of Section 14; thence run North 00 degrees 40 minutes 20 seconds West for a distance of 1323.73 feet; thence North 89 degrees 53 minutes 28 seconds West for a distance of 2650.52 feet; thence South 89 degrees 47 minutes 48 seconds West for a distance of 338.01 feet to the Eastern Right of Way of U.S. Highway 51; thence run along said right of way North 23 degrees 43 minutes 34 seconds East for a distance of 722.34 feet to the POINT OF BEGINNING for the parcel herein described; thence run North 23 degrees 43 minutes 34 seconds East for a distance of 720.33 feet; thence leave said right of way and run South 89 degrees 53 minutes 28 seconds East for a distance of 660.06 feet; thence North 89 degrees 53 minutes 28 seconds West for a distance of 3350.14 feet to the POINT OF BEGINNING.

Grantors have executed this Exhibit "A" on the date of their respective acknowledgments.

FLORENCE E. MILES, a widow

BETTY MILES BAILEY, subject property

being no part of her homestead



	STATE OF
	I certify that t
	of Ma
	on the
1.00	

STATE OF MISSISSIPPI, COUNTY OF MAI	DISON:
I certify that the within instrument was filed for	r record in my office this day
of man, 152000 at 1:15	o'clock O M. and was duty recorded
on the MAR 0 2 2000	, Book No. 459, Page 702
	000
STEVE DUNCAN, CHANCERY CLERK	BY: Cive DC

## REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT, "this Lease or Lease", is made and entered into this day by and between **Abe Nemati**, whose mailing address is 1529 Highway 51 North. Madison, Mississippi 39110, hereinafter referred to as "Lessor", and Wendon Moore, whose ss is 2221 Highway 51, Madison, Mississippi, hereinafter referred to as "Lessee", upon the following terms and conditions, to-wit:

1. Subject to the terms and conditions hereinafter set forth, Lessor does hereby lease unto Lessee, and Lessee does hereby let from Lessor, all of that certain real property described as follows:

2188 Hwy 51 Madison MS

50 acres, more or less, fronting on the East side of U. S. Highway 51 near the Sowell Road intersection with the West Side of U. S. Highway 51, Madison County, Mississippi.

Parcel # 082F-14-003/02.00

and being hereinafter referred to as the "leased property".

- 2. The initial term of this Lease shall be for a period of one (1) year commencing May 1, 2014 and terminating at midnight on April 30, 2015. On the expiration of the initial term of this Lease or any subsequent term thereof, this Lease may be renewed by mutual agreement of the Lessor and Lessee and on such terms and conditions as may be mutually agreed to by the parties.
- 3. Lessee shall pay Lessor the sum of \$500.00 per month for each term of this Lease. The first month's lease payment for the initial term of this Lease shall be due and payable on or before May 1, 2014. The lease payment for each successive month of this Lease shall be due and payable on or before the 1<sup>st</sup> day of each subsequent month during the term of this Lease.
- 4. Lessee hereby expressly waives notice of delinquency or demand for payment of the lease payment due or to become due for any month of this Lease.
- 5. In the event Lessee shall fail at anytime to pay any monthly lease payment in full on or before its due date, Lessor may, at Lessor's sole option and without demand or prior notice to Lessee, elect to terminate this Lease. In the event Lessor elects to terminate this Lease for the Lessee's failure to pay any monthly lease payment in full on or before its due date, Lessor may declare the entire unpaid lease fees due or to become due under this Lease to be immediately due and payable. If the entire balance due under the Lease shall remain unpaid after 10 days notice of default is given to Lessee by Lessor, then Lessor shall have the immediate right to enter and take exclusive possession of the leased

property. Upon Lessor entering and taking exclusive possession of the leased property, Lessor shall have the right to immediately remove all persons found in, on or about the leased property, deny Lessee or any other person access to the leased property and seize and sell any and all property of every kind and character found in, on or about the leased property by public or private sale, with the net proceeds therefrom to be applied to the unpaid lease fee for the remainder of the lease term and Lessor's reasonable expenses incurred as a result of Lessee's failure to timely pay the lease fees when due or to become due, all without the necessity of any prior demand, notice, civil action or process, or court order or any proceeding at law or in equity, and in such event Lessor shall not be guilty of wrongful possession, trespass or ouster of Lessee. If Lessor elects to retake the leased property as aforesaid, Lessor shall not be or become liable to Lessee or any other person or entity for any damages, loss, cost or expense to persons or property whatsoever and Lessee shall hold harmless and fully indemnify Lessor from any such claims, suits or actions for any such damages, loss, cost or expense to persons or property whatsoever

- 6. This Lease is intended to be, and shall solely be, for the benefit of Lessee and Lessee shall not sublease or rent all or any portion of the leased property to any third party or entity without the express written consent of Lessor.
- 7. The lands herein leased shall only be used for such agricultural or commercial purposes as may be approved by Lessor in writing from time-to-time, and for fishing, hunting in season, and for those related activities which are usual and customary to such uses, however, Lessor expressly reserves unto Lessor and/or Lessor's guest, the non-exclusive right to hunt in and along that portion of the unimproved leased property fronting along either side of Bear Creek. Further, Lessor reserves the right to store materials, equipment or other personal property in, on or about the leased property to the extent that such storage by Lessor will not interfere with Lessee's use and enjoyment of the leased property.
- 8. Lessee shall not cut or destroy, or allow to be cut or destroyed, any seedlings, standing timber or other trees or vegetation to be found on or about the leased property, nor permit others to do so, without the prior written consent of Lessor.
- Lessee shall not have the right to mine, dig, excavate, or remove any clay, dirt, soil, gravel, rock or other materials or minerals, including, but limited to oil, gas and other minerals found

in, on or under the leased property, from the leased property, and shall not permit others to do so. All of the aforesaid rights and the activities customarily associated therewith are expressly reserved to and retained by Lessor for the benefit of Lessor and Lessor's successors or assigns.

- 10. Lessee shall pay any personal property taxes now or hereafter associated with the leased property as and when the same shall become due and payable.
- 11. Lessee shall promptly pay all utility bills for utilities furnished to the leased property, if any there be, as and when they become due and payable.
- 12. Lessee shall maintain a policy of general liability insurance in full force and effect during any term of this Lease in an amount of not less than \$1,000,000.00 covering the leased property and all activities thereon, including, but not limited to the injury or death of persons and the loss or damage to property. Lessor shall be named as an additional insured in any such policy or policies of general liability insurance and Lessee shall furnish proof thereof to Lessor on or before the commencement date of each term of this Lease.
- 13. If during any term of this Lease any person shall suffer, or claim to have suffered, any injury, death, property damage or other loss occurring in, on or around the leased property, or resulting from any activity associated with the leased property, Lessee shall fully indemnify and hold Lessor, and Lessor's successors and assigns, harmless from any and all cost, expense, attorney's fees, claims, suits or actions resulting from, for, or because of any such injury or death, or property damage or loss.
- 14. Lessee is personally familiar with the leased property and has personally inspected the leased property. Lessee shall, and does, accept the leased property in its present "AS IS" condition with all faults, hazards, dangers, deficiencies, and defects, whether known or unknown, hidden or visible.
- 15. During any term of this Lease, Lessee shall be solely responsible for all cost and expenses for the upkeep of the leased premises, including any existing fences, structures, mowing and maintenance, and for the protection of persons who may at anytime come in, on, across, over or about the leased property, whether by invitation or otherwise, and all property may be placed on the leased premises from time-to-time.
- 16. Lessee shall maintain the leased property in a neat and orderly appearance such as may be customary for like property. Lessee shall also police the leased property to the extent which may be

or become necessary from time-to-time to maintain the neat and orderly appearance of the leased property and shall not allow or permit trash, garbage or debris to be placed, stored or to accumulate in, on or about the leased property.

- 17. Lessor, and Lessor's agents, representatives, contractors or employees, shall have the right at all times, with or without notice to Lessee, to come in, on or around the leased property for the purpose of inspecting the leased property without being guilty of trespass or of interfering with Lessee's use and enjoyment of the leased property.
- 18. Except for the non-payments of rents as hereinabove set forth, Lessor, in Lessor's sole discretion, shall have the right to terminate this Lease on 30 days written notice in the event Lessee shall not faithfully comply each and every term and condition of this Lease. If this Lease is terminated by Lessor pursuant to this provision, Lessee will immediately vacate the leased property and return the immediate exclusive possession of the leased property to Lessor. In such event, Lessee shall not be entitled to the refund from Lessor of any part or portion of the lease fee for the then current month of this Lease. Lessor's failure to exercise Lessor's right to terminate this Lease in the event of Lessee's failure to comply with any term or condition of this Lease shall not be a waiver of Lessor's right to terminate this Lease for any subsequent failure by Lessee to comply with any term or condition of this Lease.
- 19. If it should become necessary for either Lessor or Lessee to employ an attorney to enforce the terms of this Lease or defend any of Lessor's or Lessee's rights or remedies hereunder, then the prevailing party agrees to pay the non-prevailing party's reasonable attorney's fees, cost, or other expenses, whether or not suit may be or is filed.
- 20. At the expiration or termination of this lease, Lessee agrees to promptly return possession and control of the property to Lessor, or Lessor's successor, and, prior to the expiration or termination date, to remove all of Lessee's livestock, equipment, supplies, goods, furnishings, and other personal property from the leased property and to leave the leased property in the same or better condition as it may be at the commencement of this Lease.
- 21. Lessée shall not spill, bury in or discharge upon the leased premises, nor permit or allow others to do so, any toxic substance or hazardous materials, whether fluids, gasses, solids or semi-solid

substances, as defined by applicable state, federal laws or local statutes, rules or regulations. Lessee shall fully indemnify and hold Lessor harmless from any and all such acts or occurrences caused or permitted by Lessee, or by third parties, during the term of this lease.

- 22. This Lease is personal to the Lessee and may not, in whole or in part, be sub-leased, rented, assigned, or pledged as collateral to any person or entity without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.
- 23. In the event of the death or mental incapacity of Lessee prior to the expiration of any term of this Lease, this Lease may be terminated by Lessor, at Lessor's sole discretion, without the necessity of any prior notice thereof to be given to Lessee or to Lessee's executor, heirs, successors or personal representatives.
- 24. This Lease shall be governed by the laws of the State of Mississippi and jurisdiction as to all matters pertaining to this Lease shall be vested in the Courts of Madison County, Mississippi.
- 23. A fully executed copy of this Lease shall have the same validity and effect as the original Lease.

WITNESS MY SIGNATURE this the	day of	, 2014.
	Abe Neman, Ressor	
WITNESS MY'SIGNATURE this the	28 day of April	, 2014.
	Illiolin M	$\mathcal{N}$
•	Wendon Moore, Lessee	7



P. O. Box 107 Canton, MS 39046 Phone: (601) 856-5969 Fax: (601) 856-8936

October 8, 2015

Scott Weeks Madison County Planning and Zoning Administrator

RE: Gluckstadt Trailer and Equipment

Section 14, T8N, R2E

Madison County, Mississippi

#### Dear Scott:

Wendell Moore of Gluckstadt Trailer and Equipment requested some information concerning fire flow capabilities on the east side of Highway 51 (across the road from Keeling Company). Our computerized hydraulic model of our water system shows pressures in that area to be around 65-70 PSI. This is within the recommended pressure range set by the Mississippi State Department of Health (20-80 PSI recommended). Also, due to our 12" waterline on the west side of Highway 51, our hydraulic model shows that the fire hydrants will produce an adequate flow for fire protection purposes.

The closest fire hydrant is on the west side of highway 51 between Keeling Company and the driveway entrance to MMC materials.

Please contact me if you need any additional information.

Sincerely,

Nolan P. Williamson, P.E.

General Manager

# Dewey Knight and Associates, Inc. Registered Professional Land Surveyors 640 Cedar Springs Drive Jackson, Mississippi 39219

Phone 601-373-3989 November 3, 2015

#### Legal Description

A parcel of land lying in the NW ¼ of the SW ¼ of Section 14 and in the NE ¼ of the SE ¼ of Section 15, all in T8N, R2E, Madison County, Mississippi and being more particularly described as follows:

Commencing at the SE corner of the SW ¼ of Section 14, T8N, R2E, Madison County, Mississippi as shown on a previous survey by Roger Thomas Ellison, MS PLS 2710 and run thence N 00° 20′ 40″ W for 1,323.73′; run thence N 89° 53′ 28″ W for 2,650.52′; run thence S 89° 47′ 48″ W for 338.01′ to a point on the East Right of Way of U. S. Highway 51; run thence N 23° 43′ 34″ E for 722.34′ along the East Right of Way of U. S. Highway 51 to a recovered iron pin marking the SW corner of that tract of land described in Deed Book 459 at Page 702 of the records of the Chancery Clerk at Canton, Madison County, Mississippi and the POINT OF BEGINNING; continue thence N 23° 43′ 34″ E for 720.33′ along the East Right of Way of U. S. Highway 51 to a recovered iron pin marking the NW corner of said Deed Book 459 at Page 702; thence leaving the East Right of Way of Way of U. S. Highway 51, run S 89° 53′ 28″ E for 459.02′ along the North line of said Deed Book 459 at Page 702 to an iron pin set; thence leaving the North line of said Deed Book 459 at Page 702, run S 23° 43′ 34″ W for 720.33′ to an iron pin set on the South line of said Deed Book 459 at Page 702; run thence N 89° 53′ 27″ W for 459.02′ to the POINT OF BEGINNING.

Containing 6.955 acre more or less.



