



2950 Layfair Drive, Suite 101 | Flowood, MS 39232

601-664-0044 | Facsimile 601-664-0047 | [www.showssmith.com](http://www.showssmith.com)

[jhshows@showssmith.com](mailto:jhshows@showssmith.com) | [cmsmith@showssmith.com](mailto:cmsmith@showssmith.com) | [reisenberger@showssmith.com](mailto:reisenberger@showssmith.com)

August 23, 2016

**HAND DELIVERED**

Scott Weeks  
Planning and Zoning Administrator  
Madison County Board of Supervisors  
and Department of Planning and Zoning  
125 West North Street  
Canton, MS 39046

**Re: Notice of Appeal of the Approval of Site Plan of an Office Warehouse  
Located on Aulenbrook Drive on August 11, 2016 by the Madison County  
Planning Commission.**

Dear Mr. Weeks:

On August 11, 2016, the Madison County Planning Commission approved the site plan of Cedarstone Construction for an office warehouse on certain property located on Aulenbrook Drive described on **Exhibit A** hereto. A copy of all documents related to this appeal are attached as **Composite Exhibit B, Tabs 1-8**. I believe that these are all the documents filed by the parties.

This site plan was filed in March, 2016 and finally approved by the Planning Commission with certain conditions on August 11, 2016.

My clients, Marshal Jackson and Patti Jackson who own Lot 120 of Bradshaw Ridge Part Two and Kristal Hunt who owns Lot 167 of Bradshaw Ridge Part Three Amended are aggrieved by the action of the Madison County Planning Commission in approving such site plan. They take exception to such decision and do appeal that decision pursuant to Section 2613.02 of the Madison County Zoning Ordinance.

My clients ask that the Board of Supervisors hold a public hearing on this matter pursuant to Section 2613.04 of the Madison County Zoning Ordinance.

Scott Weeks  
Page 2  
August 23, 2016

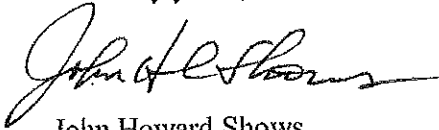
I request that the entire record of this matter, as made before the Madison County Planning Commission, be forwarded to the Madison County Board of Supervisors.

I have enclosed an appeal fee of \$100.00 which is based on what you told me to pay.

The primary basis of this appeal is that the property described on **Exhibit A** hereto is not zoned for the construction of an office warehouse as proposed by Cedarstone Construction. This assertion is based upon the zoning file for the property described on **Exhibit A** hereto. The zoning file and the newspaper publication is attached as part of **Composite Exhibit B**. The property was allegedly zoned C-2 with the condition that certain covenants would be filed of record. No actual county ordinance has been found amending the zoning ordinance and zoning map and no ordinance was published in the newspaper.

Appellants assert that either (a) the property was never zoned as C-2 and thus, no office warehouse could be built on the property described on **Exhibit A**; or (b) the zoning was conditional on the recording of the covenants and the covenants themselves prohibit the construction of an office warehouse as proposed by Cedarstone Construction. In either event, no office warehouse can be constructed on this property, as requested; therefore, the site plan should have been rejected by the Planning Commission.

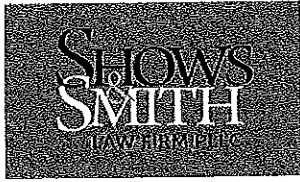
Sincerely yours,



John Howard Shows

JHS/lm  
Enclosures

c Jason Weeks  
Marshall Jackson



2950 Layfair Drive, Suite 101 | Flowood, MS 39232

601-664-0044 | Facsimile 601-664-0047 | [www.showssmith.com](http://www.showssmith.com)

[jhshows@showssmith.com](mailto:jhshows@showssmith.com) | [csmith@showssmith.com](mailto:csmith@showssmith.com) | [reisenberger@showssmith.com](mailto:reisenberger@showssmith.com)

August 24, 2016

**HAND DELIVERED**

Scott Weeks  
Planning and Zoning Administrator  
Madison County Board of Supervisors  
and Department of Planning and Zoning  
125 West North Street  
Canton, MS 39046

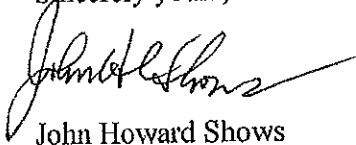
**Re: Notice of Appeal of the Approval of Site Plan of an Office Warehouse  
Located on Aulenbrook Drive on August 11, 2016 by the Madison County  
Planning Commission.**

Dear Mr. Weeks:

Enclosed please find an additional appeal fee of \$531.32 which is based on what you told me to pay.

If there are any questions, please call.

Sincerely yours,



John Howard Shows

JHS/lm  
Enclosure

c Jason Weeks  
Marshall Jackson

**DESCRIPTION - LOT 1**

A parcel or tract of land, containing 0.7309 acres (31,837.49 Sq. Ft.), more or less, lying and being situated in Section 27, T8N-R2E, Madison County, Mississippi, being a part of the Merchants and Farmers Bank property as described in Deed Book 2687 at Page 1 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

**COMMENCING** at an iron pin at the intersection of the Westerly Right-Of-Way of Aulenbrock Drive (50 feet), as shown on the Right-Of-Way Plat Of Aulenbrock Drive, found in Plat Cabinet E at Slide 124-A of the said Records of Madison County, Mississippi, with the Southerly Right-Of-Way of Yandell Road (70 feet), said point being and lying South 57 degrees 42 minutes 00 seconds West a distance of 861.86 feet from the NW corner of Bradshaw Ridge Part Three (Amended) as shown on map or plat of same in Plat Cabinet E at Slide 8-A of the said Records of Madison County, Mississippi; run thence

Along the Westerly Right-Of-Way of said Aulenbrock Drive to points at each of the following calls;

South 32 degrees 20 minutes 31 seconds East for a distance of 239.98 feet; thence

21.56 feet along the arc of a 175.00 foot radius curve to the right, said arc having a 21.55 foot chord which bears South 28 degrees 48 minutes 43 seconds East; thence

South 25 degrees 16 minutes 56 seconds East for a distance of 167.49 feet; thence

77.43 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 77.05 foot chord which bears South 35 degrees 08 minutes 28 seconds East; thence

South 45 degrees 00 minutes 00 seconds East for a distance of 117.61 feet; thence  
Continue South 45 degrees 00 minutes 00 seconds East for a distance of 55.38 feet to an iron pin; thence  
Continue South 45 degrees 00 minutes 00 seconds East for a distance of 136.88 feet to an iron pin; thence

32.94 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 32.91 foot chord which bears South 49 degrees 11 minutes 37 seconds East to an iron pin; thence

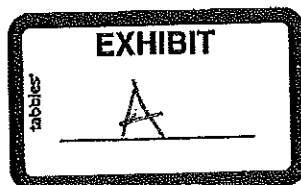
8.73 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 8.73 foot chord which bears South 54 degrees 29 minutes 57 seconds East to an iron pin; thence

99.64 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 83.95 foot chord which bears South 54 degrees 06 minutes 27 seconds East to an iron pin; thence

58.87 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 55.53 foot chord which bears North 35 degrees 04 minutes 24 seconds East to an iron pin; thence

103.27 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 85.87 foot chord which bears North 57 degrees 49 minutes 34 seconds West to an iron pin; thence

North 34 degrees 00 minutes 00 seconds East for a distance of 224.62 feet to an iron pin lying on the Northerly boundary of Tract III of the above referenced Merchants and Farmers Bank property and **POINT OF BEGINNING** of the herein described property; thence



East along the Northerly boundary of said Merchants and Farmers Bank property, for a distance of 100.68 feet to an iron pin lying at the SW corner of the above referenced Bradshaw Ridge Part Three (Amended); thence

North 20 degrees 03 minutes 29 seconds East along the Westerly boundary of said Bradshaw Ridge Part Three (Amended), for a distance of 124.10 feet to an iron pin lying at the SE corner of the Little Footprints S&J, LLC property as described in Deed Book 2801 at Page 344 of the Records of said Madison County, Mississippi; thence

Leaving the Westerly boundary of said Bradshaw Ridge Part Three (Amended), run North 69 degrees 56 minutes 31 seconds West along the Southerly boundary of said Little Footprints S&J, LLC property, for a distance of 194.04 feet to an iron pin at the SW corner, thereof, said point also lying on the Easterly Right-Of-Way of the Westfalen Drive (50 feet); thence

Along the Easterly Right-Of-Way of said Westfalen Drive to points at each of the following calls;

138.50 feet along the arc of a 625.00 foot radius curve to the right, said arc having a 138.21 foot chord which bears South 32 degrees 55 minutes 22 seconds West to an iron pin; thence

27.50 feet along the arc of a 625.00 foot radius curve to the right, said arc having a 27.50 foot chord which bears South 40 degrees 31 minutes 54 seconds West to an iron pin; thence

Leaving said Easterly Right-of-Way of said Westfalen Drive, run South 70 degrees 42 minutes 40 seconds East for a distance of 139.87 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION – LOT 2

A parcel or tract of land, containing 0.6653 acres (28,981.09 Sq. Ft.), more or less, lying and being situated in Section 27, T8N-R2E, Madison County, Mississippi, being a part of the Merchants and Farmers Bank property as described in Deed Book 2687 at Page 1 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at an iron pin at the intersection of the Westerly Right-Of-Way of Aulenbrock Drive (50 feet), as shown on the Right-Of-Way Plat Of Aulenbrock Drive, found in Plat Cabinet E at Slide 124-A of the said Records of Madison County, Mississippi, with the Southerly Right-Of-Way of Yandell Road (70 feet), said point being and lying South 57 degrees 42 minutes 00 seconds West a distance of 861.86 feet from the NW corner of Bradshaw Ridge Part Three (Amended) as shown on map or plat of same in Plat Cabinet E at Slide 8-A of the said Records of Madison County, Mississippi; run thence

Along the Westerly Right-Of-Way of said Aulenbrock Drive to points at each of the following calls;

South 32 degrees 20 minutes 31 seconds East for a distance of 239.98 feet; thence

21.56 feet along the arc of a 175.00 foot radius curve to the right, said arc having a 21.55 foot chord which bears South 28 degrees 48 minutes 43 seconds East; thence

South 25 degrees 16 minutes 56 seconds East for a distance of 167.49 feet; thence

77.43 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 77.05 foot chord which bears South 35 degrees 08 minutes 28 seconds East; thence

South 45 degrees 00 minutes 00 seconds East for a distance of 117.61 feet; thence  
Continue South 45 degrees 00 minutes 00 seconds East for a distance of 55.38 feet to an iron pin; thence  
Continue South 45 degrees 00 minutes 00 seconds East for a distance of 136.88 feet to an iron pin; thence

32.94 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 32.91 foot chord which bears South 49 degrees 11 minutes 37 seconds East to an iron pin; thence

8.73 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 8.73 foot chord which bears South 54 degrees 29 minutes 57 seconds East to an iron pin; thence

99.64 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 83.95 foot chord which bears South 54 degrees 06 minutes 27 seconds East to an iron pin; thence

58.87 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 55.53 foot chord which bears North 35 degrees 04 minutes 24 seconds East to an iron pin; thence

103.27 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 85.87 foot chord which bears North 57 degrees 49 minutes 34 seconds West to an iron pin and POINT OF BEGINNING of the herein described property; thence

31.19 feet along the arc of a 175.00 foot radius curve to the right, said arc having a 31.15 foot chord which bears North 50 degrees 06 minutes 20 seconds West to an iron pin; thence

North 45 degrees 00 minutes 00 seconds West for a distance of 136.88 feet to an iron pin lying on the Southerly and Easterly Right-Of-Way of Westfalen Drive as shown on the above referenced Right-Of-

Way Plat Of Aulenbrock Drive, found in Plat Cabinet E at Slide 124A of the said Records of Madison County, Mississippi ; thence

Along the Southerly and Easterly Right-Of-Way of said Westfalen Drive to points at each of the following calls;

North 45 degrees 00 minutes 00 seconds East for a distance of 127.61 feet to an iron pin; thence

34.99 feet along the arc of a 625.00 foot radius curve to the left, said arc having a 34.99 foot chord which bears North 43 degrees 23 minutes 46 seconds East to an iron pin; thence

Leaving said Southerly and Easterly Right-Of-Way of said Westfalen Drive, run South 70 degrees 42 minutes 40 seconds East for a distance of 139.87 feet to an iron pin; thence

South 34 degrees 00 minutes 00 seconds West for a distance of 224.62 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

DESCRIPTION -- LOT 3

A parcel or tract of land, containing 3.5155 acres (153,136.49 Sq. Ft.), more or less, lying and being situated in Section 27, T8N-R2E, Madison County, Mississippi, being a part of the Merchants and Farmers Bank property as described in Deed Book 2687 at Page 1 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

**COMMENCING** at an iron pin at the intersection of the Westerly Right-Of-Way of Aulenbrock Drive (50 feet), as shown on the Right-Of-Way Plat Of Aulenbrock Drive, found in Plat Cabinet E at Slide 124-A of the said Records of Madison County, Mississippi, with the Southerly Right-Of-Way of Yandell Road (70 feet), said point being and lying South 57 degrees 42 minutes 00 seconds West a distance of 861.86 feet from the NW corner of Bradshaw Ridge Part Three (Amended) as shown on map or plat of same in Plat Cabinet E at Slide 8-A of the said Records of Madison County, Mississippi; run thence

Along the Westerly Right-Of-Way of said Aulenbrock Drive to points at each of the following calls;

South 32 degrees 20 minutes 31 seconds East for a distance of 239.98 feet; thence

21.56 feet along the arc of a 175.00 foot radius curve to the right, said arc having a 21.55 foot chord which bears South 28 degrees 48 minutes 43 seconds East; thence

South 25 degrees 16 minutes 56 seconds East for a distance of 167.49 feet; thence

77.43 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 77.05 foot chord which bears South 35 degrees 08 minutes 28 seconds East; thence

South 45 degrees 00 minutes 00 seconds East for a distance of 117.61 feet; thence  
Continue South 45 degrees 00 minutes 00 seconds East for a distance of 55.38 feet to an iron pin; thence  
Continue South 45 degrees 00 minutes 00 seconds East for a distance of 136.88 feet to an iron pin; thence

32.94 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 32.91 foot chord which bears South 49 degrees 11 minutes 37 seconds East to an iron pin; thence

8.73 feet along the arc of a 225.00 foot radius curve to the left, said arc having a 8.73 foot chord which bears South 54 degrees 29 minutes 57 seconds East to an iron pin; thence

99.64 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 83.95 foot chord which bears South 54 degrees 06 minutes 27 seconds East to an iron pin; thence

58.87 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 55.53 foot chord which bears North 35 degrees 04 minutes 24 seconds East to an iron pin and **POINT OF BEGINNING** of the herein described property; thence

103.27 feet along the arc of a 50.00 foot radius curve to the left, said arc having a 85.87 foot chord which bears North 57 degrees 49 minutes 34 seconds West to an iron pin; thence

North 34 degrees 00 minutes 00 seconds East for a distance of 224.62 feet to an iron pin lying on the Northerly boundary of Tract III of the above referenced Merchants and Farmers Bank property; thence

East along the Northerly boundary of said Merchants and Farmers Bank property, for a distance of 100.68 feet to an iron pin lying at the SW corner of the above referenced Bradshaw Ridge Part Three (Amended); thence



East along the Southerly boundary of said Bradshaw Ridge Part Three (Amended) and the Northerly boundary of said Merchants and Farmers Bank property, for a distance of 497.92 feet to an iron pin at the SE corner of said Bradshaw Ridge Part Three (Amended) and the NE corner of said Merchants and Farmers Bank property; thence

South along the Easterly boundary of said Merchants and Farmers Bank property, for a distance of 231.94 feet to an iron pin; thence

Leaving the Easterly boundary of said Merchants and Farmers Bank property, run West for a distance of 651.53 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

## **COMPOSITE EXHIBIT B**

**Copies of all Documents  
Filed with the Planning Commission**

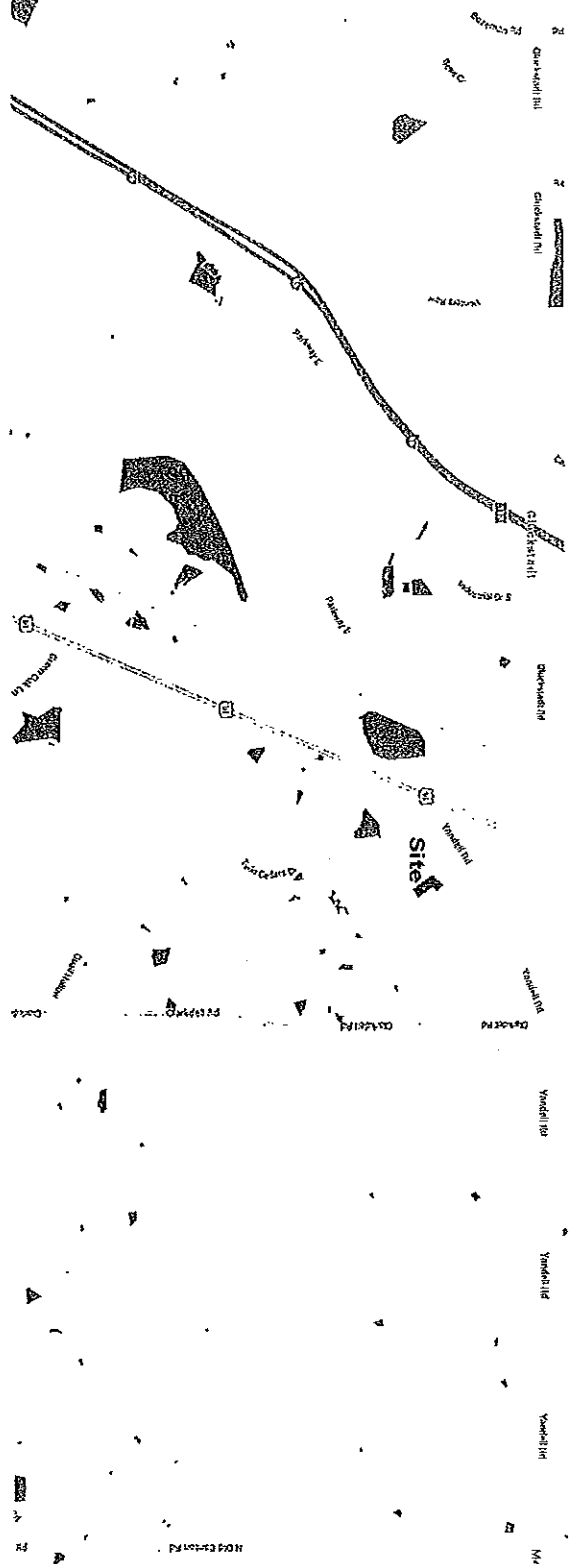
- Tab 1 Cedarstone Construction Site Plan
- Tab 2 Planning Commission Minutes of April 14, 2016
- Tab 3 Planning Commission Minutes of May 19, 2016
- Tab 4 Jason Weeks July 6, 2016 Letter to Planning and Zoning Commission
- Tab 5 Response filed by Marshall Jackson
- Tab 6 Planning Commission Minutes July 14, 2016
- Tab 7 Scott Weeks Letter regarding Agreement of Cedarstone as to Conditions
- Tab 8 Zoning File

**TAB 1**

**Cedarstone Construction Site Plan**

# CEDARSTONE COMMERCIAL

## GLUCKSTADT, MISSISSIPPI



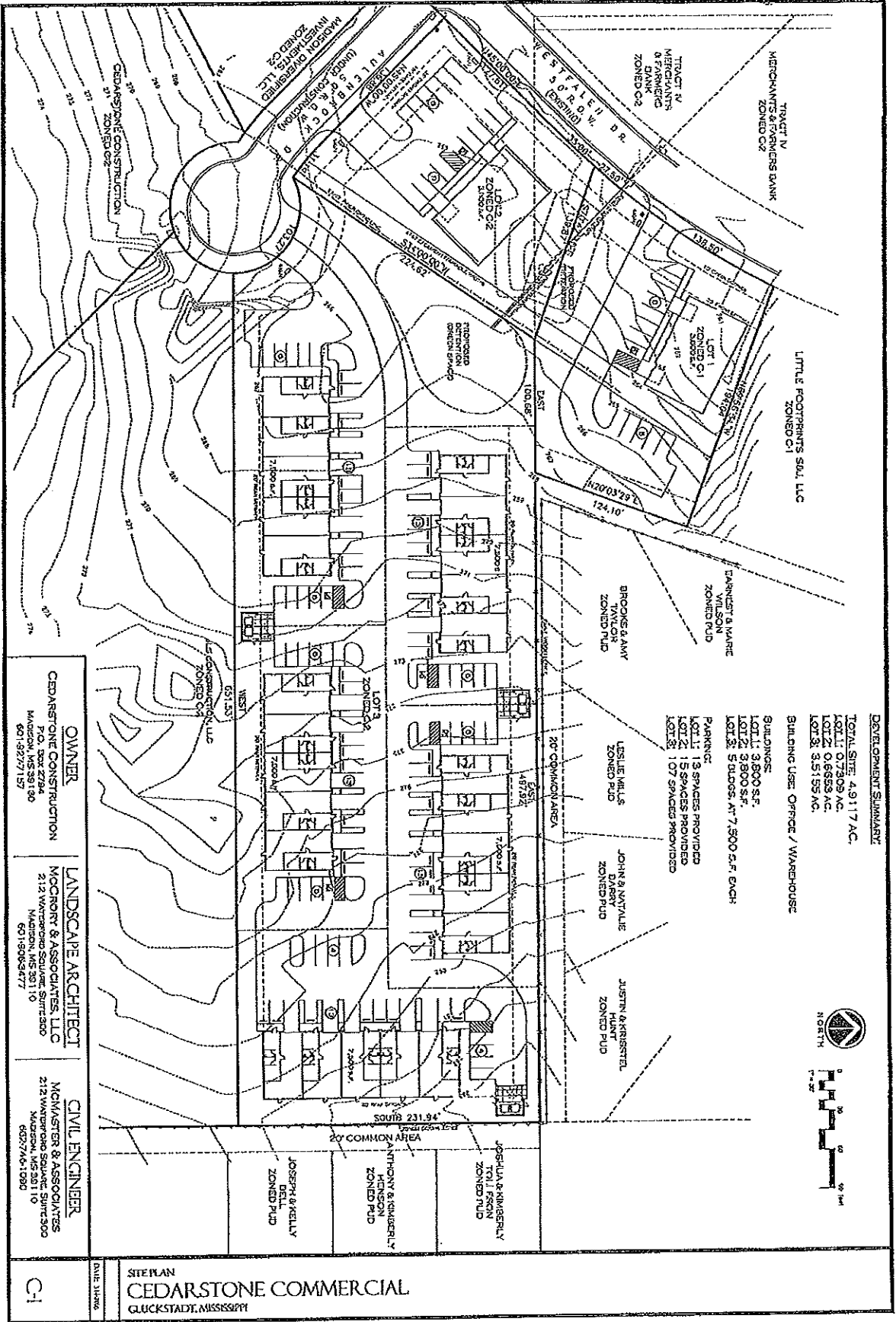
**OWNER**  
 CEDARSTONE CONSTRUCTION  
 P.O. Box 2794  
 Madison, MS 39130  
 601-927-7157

**LANDSCAPE ARCHITECT**  
 MCGREGOR & ASSOCIATES, LLC  
 212 Waterford Square, Suite 300  
 Madison, MS 39110  
 601-908-3477

**CIVIL ENGINEER**  
 MCMMASTER & ASSOCIATES  
 212 Waterford Square, Suite 300  
 Madison, MS 39110  
 602-746-1000

DATE: 5/1/00  
 C-1

COVER SHEET  
 CEDARSTONE COMMERCIAL  
 GLUCKSTADT, MISSISSIPPI



**DEVELOPMENT SUMMARY**

TOTAL SITE: 4.9117 AC.  
 LOT 1: 0.7349 AC.  
 LOT 2: 0.6858 AC.  
 LOT 3: 3.5115 AC.

**BUILDING USE: Office / Warehouse**

**BUILDINGS:**  
 LOT 1: 3,800 S.F.  
 LOT 2: 3,800 S.F.  
 LOT 3: 5 BLDGS. AT 7,500 S.F. EACH

**PARKING:**  
 LOT 1: 13 SPACES PROVIDED  
 LOT 2: 15 SPACES PROVIDED  
 LOT 3: 107 SPACES PROVIDED

**OWNER**

**CEDARSTONE CONSTRUCTION**  
 P.O. BOX 2734  
 MADISON, MS 39170  
 601-927-7157

**LANDSCAPE ARCHITECT**

**MCCRORY & ASSOCIATES, L.L.C.**  
 212 WATERBORN SQUARE, SUITE 300  
 MADISON, MS 39110  
 601-959-8477

**CIVIL ENGINEER**

**MCMASTER & ASSOCIATES**  
 212 WATERBORN SQUARE, SUITE 300  
 MADISON, MS 39110  
 601-927-7157

**DATE: 3/18/08**

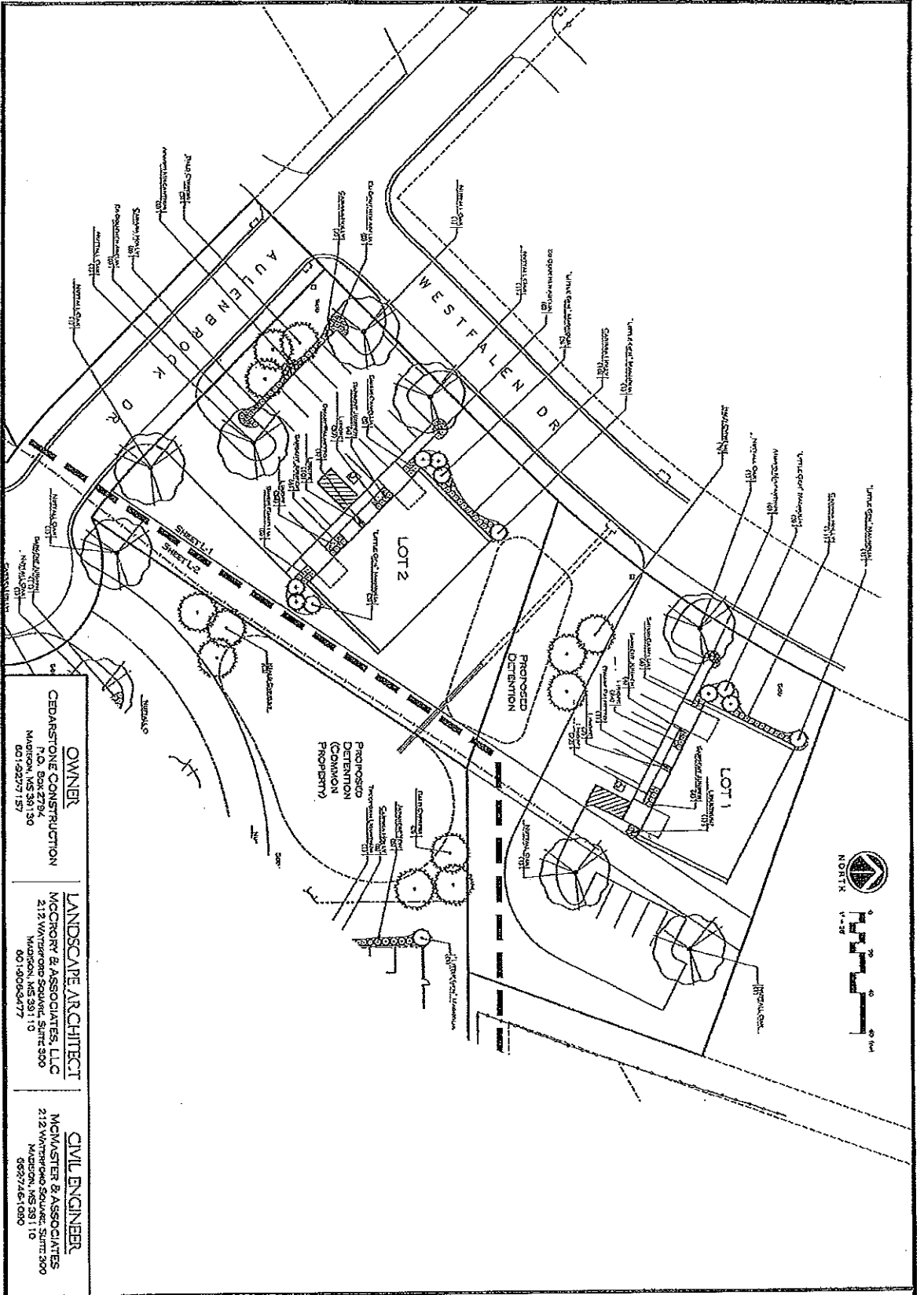
**SCALE: 1"=40'**

**SITE PLAN**

**CEDARSTONE COMMERCIAL**

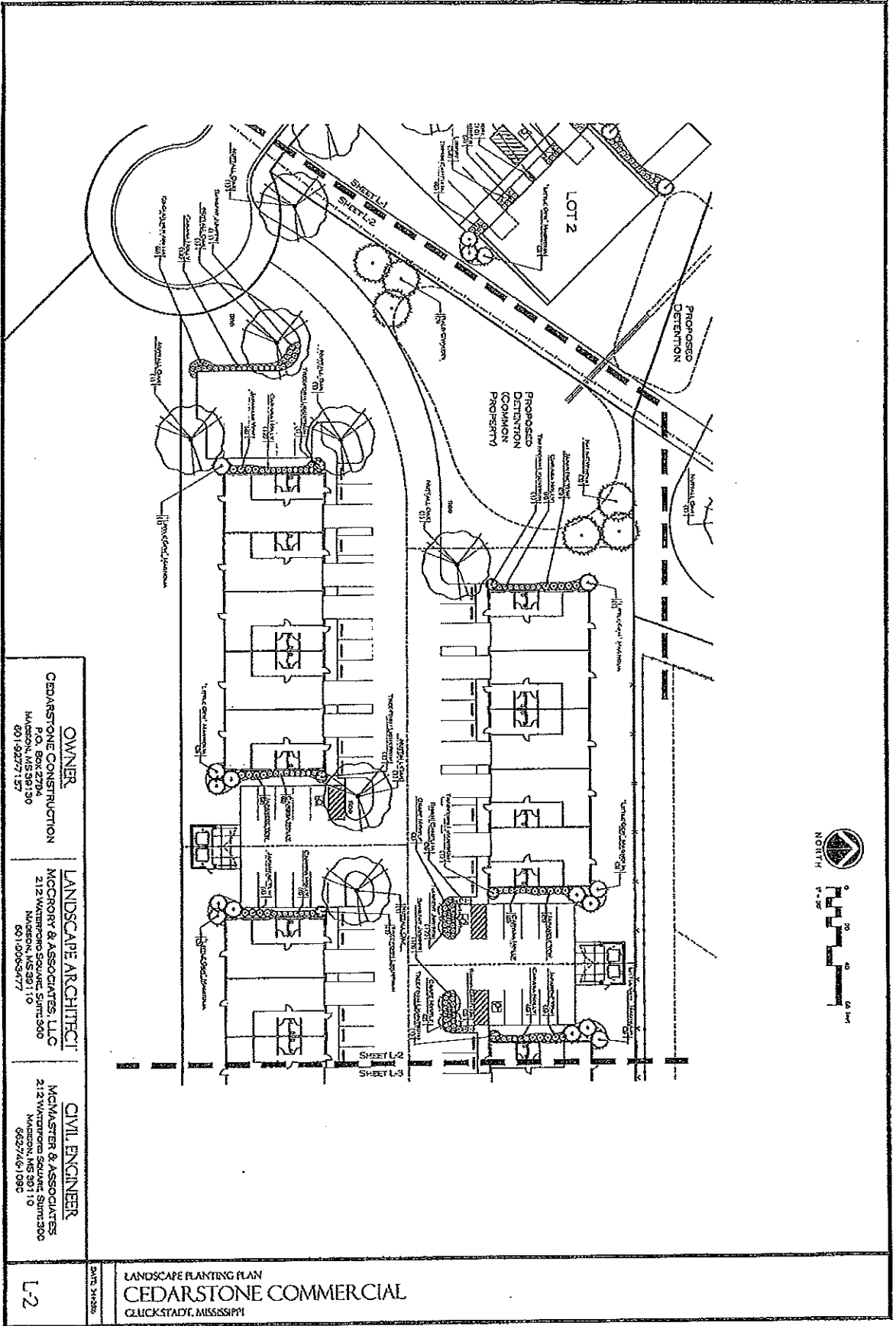
**QUICKSTADT, MISSISSIPPI**

**C-1**



L-1	DATE: 11/10/10	LANDSCAPE PLANTING PLAN CEDARSTONE COMMERCIAL CLUCKSTADT, MISSISSIPPI
	OWNER CEDARSTONE CONSTRUCTION P.O. Box 2704 Madison, MS 39130 601-927-1157	LANDSCAPE ARCHITECT MCCROBBY & ASSOCIATES, L.L.C. 212 Vintonwood Square, Suite 200 Madison, MS 39110 601-909-6477

CIVIL ENGINEER MCMMASTER & ASSOCIATES 212 Vintonwood Square, Suite 200 Madison, MS 39110 662-748-1090
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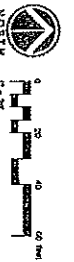
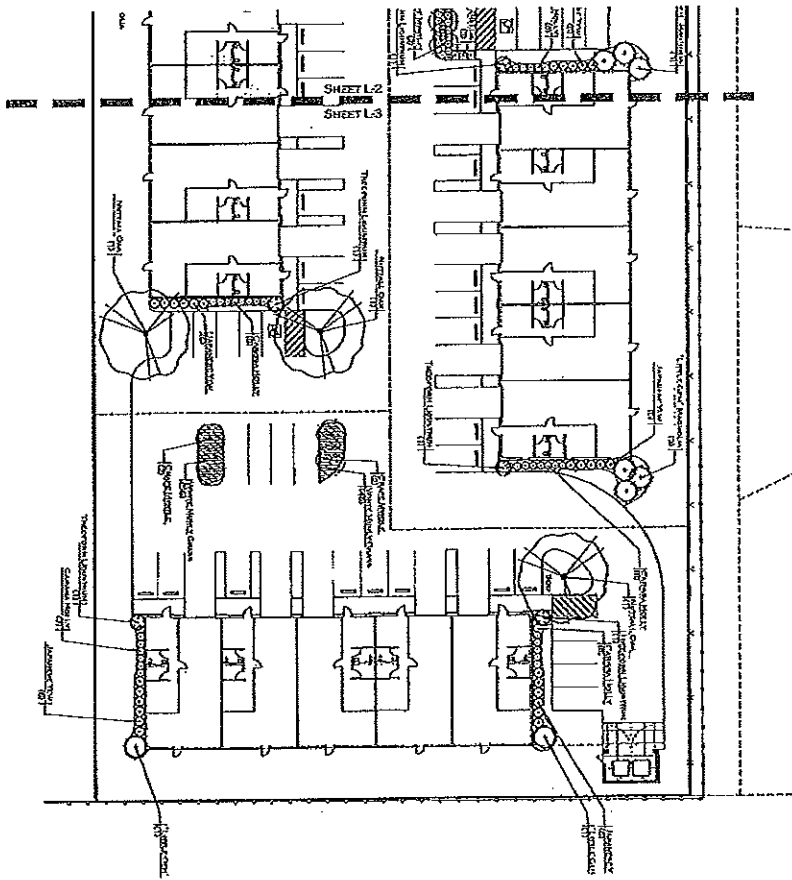
**OWNER**  
**CEDARSTONE CONSTRUCTION**  
 P.O. Box 2794  
 Hattiesburg, MS 39301  
 601.922.7157

**LANDSCAPE ARCHITECT**  
**MCCROFFY & ASSOCIATES, LLC**  
 212 Waterfront Square, Suite 300  
 Hattiesburg, MS 39311  
 601.922.8477

**CIVIL ENGINEER**  
**MCMASTER & ASSOCIATES**  
 212 Waterfront Square, Suite 300  
 Hattiesburg, MS 39311  
 601.922.7419

**L-2**

DATE: 04/20/20  
**LANDSCAPE PLANTING PLAN**  
**CEDARSTONE COMMERCIAL**  
 CLICKSTADT, MISSISSIPPI



**OWNER**  
**CEDARSTONE CONSTRUCTION**  
 P.O. Box 2794  
 Madison, MS 39130  
 601-827-7157

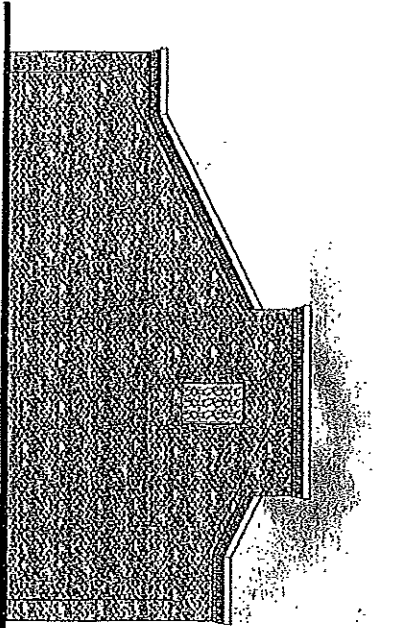
**LANDSCAPE ARCHITECT**  
**MCCROFTY & ASSOCIATES, LLC**  
 212 WINTERGARD SQUARE, SUITE 300  
 MADISON, MS 39110  
 601-808-9177

**CIVIL ENGINEER**  
**MCMASTER & ASSOCIATES**  
 212 WINTERGARD SQUARE, SUITE 300  
 MADISON, MS 39110  
 652-745-1090

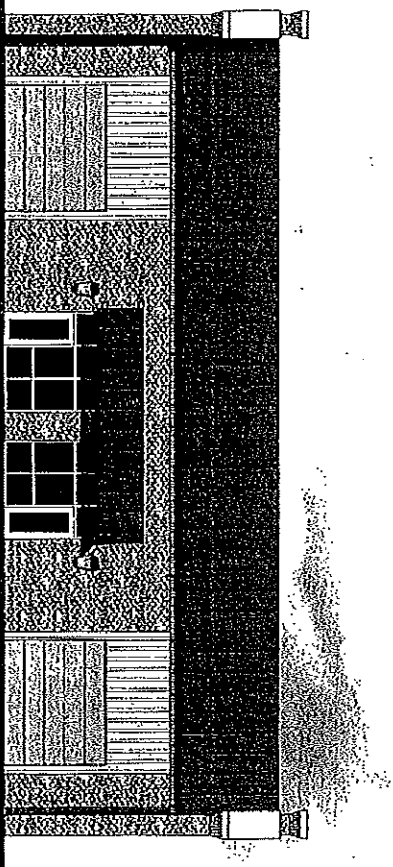
**L-3**

DATE: 3/18/10  
**LANDSCAPE PLANTING PLAN**  
**CEDARSTONE COMMERCIAL**  
 CLUCKSTADT, MISSISSIPPI



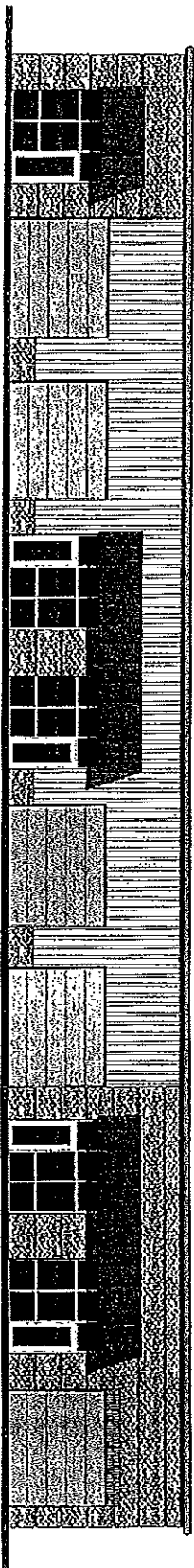


SIDE ELEVATION

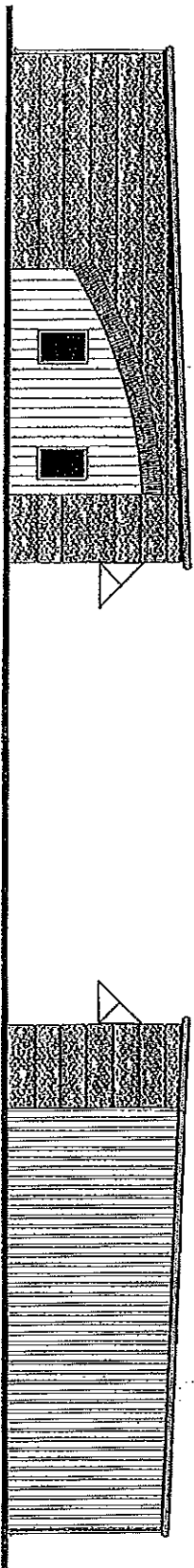


FRONT ELEVATION

ARCHITECTURAL ELEVATIONS



FRONT ELEVATION



SIDE ELEVATION

SIDE ELEVATION

ARCHITECTURAL ELEVATIONS

**TAB 2**

**Planning Commission Minutes of April 14, 2016**

MINUTES OF THE MEETING OF THE MADISON COUNTY  
PLANNING AND ZONING COMMISSION HELD AND CONDUCTED ON  
THURSDAY, THE 14<sup>th</sup> DAY OF APRIL, 2016 AT 9:00 A.M. AT THE  
MADISON COUNTY COMPLEX BUILDING

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BE IT REMEMBERED that a meeting of the Madison County Planning and Zoning Commission was duly called, held and conducted on Thursday, the 14<sup>th</sup> day of April, 2016 at 9:00 a.m. in the Board Room of the Madison County Chancery and Administrative Building.

Present: Don Drane  
Larry Miller  
Rev. Henry Brown  
Dr. Bill Howard

Scott Weeks, Planning and Zoning Administrator

Absent: Walter McKay

The meeting was opened with prayer by Rev. Brown, and those present participated in pledging allegiance to our flag.

There first came on for consideration the minutes of the March 10, 2016 meeting of the Commission. Upon motion by Commissioner Brown to approve the minutes, seconded by Commissioner Drane, with all voting "aye," the motion to approve the March 10, 2016 minutes passed.

There next came on for consideration the site plan of Cedarstone Commercial for a new business located on Aulenbrock Drive. Mr. Daniel Wooldridge, an architect for the project, appeared before the Commission on behalf of the petitioner and stated that the civil engineer was also present. This is an office warehouse space. Questions were solicited from those in attendance. John Shows addressed the Commission and stated that he was representing the Bradshaw Ridge subdivision in opposition to this site plan. He showed the Commission on a Google map exactly where this property is located and stated that the property was surrounded by residential neighborhoods. Crystal Hunt addressed the Commission next and explained that she resides in this neighborhood and she has concerns regarding the buffer between the property and their neighborhood, the waste removal issue because of odor, lighting, hours of operation and she would like to see an overall restriction on the types of businesses allowed in the area. Her concerns were addressed in detail in a memorandum attached hereto as Exhibit "A." The P & Z Commission attorney, Leah Ledford, addressed those in attendance. She explained that this was a site plan and there were limitations under the Madison County ordinances as to what could be restricted. She specifically stated that although those in attendance had always been allowed to address their concerns to the Commission, a public hearing is not required for a site plan. She further stated that the ordinances protected the health, safety and welfare of the residents when considering a site plan, but things such as types of businesses and hours of operation were not

restrictions that could be imposed when considering this type of site plan under the law. Mr. Shows addressed the Commission again and explained that residents had signed an online petition regarding their objection to this matter. Upon Motion by Commissioner Howard to table the site plan pending discussions between the petitioners and those in opposition, seconded by Commissioner Brown, with all voting "aye," the motion to table the site plan passed.

There next came on for consideration the site plan of Whisper Ridge for a new Manufactured Home Park located on Sugar Hill St in Canton, MS. This land is currently zoned MHP (Manufactured Home Park Residential District). James Ellington, owner, appeared on behalf of this site plan. He explained that the land was already zoned for this and this was a site plan for initial approval by the Commission. He explained various things about the site plan to the Commission and that this would be a nice, well maintained development. Commissioner Drane inquired regarding the models of the homes and Mr. Ellington stated that all would be 2015 or newer models. Mr. Weeks, Zoning Administrator, explained that the ordinance required that there be one owner of the entire park and only that owner could rent the homes out to individuals. He further explained there were thorough covenants and those would be strictly adhered to moving forward. Mr. Ellington reiterated that this would be a nice, well maintained area, that it would be gated and that he had discussed with the neighbors and they were in favor of the development. Commissioner Brown explained that this was in his district and he thought it would be a favorable thing for the area. Upon Motion by Commissioner Brown to approve the site plan, seconded by Commissioner Drane, with all voting "aye," the motion to approve the site plan passed.

There next came on for consideration the petition of Perry and Charlie Waggener to rezone R-1 Residential to R-1A Single Family Residential District. This property is located on Old Canton Rd. near the intersection with Clarkdell Rd. Mr. Charlie Waggener appeared on behalf of Petitioner and explained that they had met with the surrounding homeowners and although there were a few who weren't on board, the majority had come to an agreement. He presented an email and letter from the HOA that are both attached hereto collectively as Exhibit "B." He stated that specifically, those to the North, West and across the street had all been part of this agreement. The letter from the HOA set forth the restrictions regarding their agreement as to a 2 acre buffer between this land and Denson Farms and the square footage minimum. The updated map of the proposal is attached hereto as Exhibit "C." He further explained that there was an issue with the driveway that had not yet been decided but this would be addressed further once a developer came into play. Commissioner Drane asked Waggener to provide evidence of support for his proposal and reminded Waggener that on several previous occasions, at three separate meetings, Waggener had been asked by Drane to come to future meetings with evidence that the neighboring residents had no objections to the lot size changes. Although all Waggener had to support his contention of such community agreement was a letter from someone saying he represented the HOA, there were no objections brought and the only apparent remaining objections, according to those in attendance, regarded the location of an entrance to the proposed development. Commission attorney Ledford stated that any driveway issues would be addressed at the preliminary plat stage and the County Engineer would make the final call on the placement of any entrances and therefore, these weren't issues that should delay a decision at this stage. Commissioner Miller explained that he felt the Petitioner had made reasonable efforts to comply

with the Commission's requests. Questions were solicited from those in attendance and John Wilkie spoke and explained that he is a resident in Denson Farms. He wanted to ensure that all stipulations made between the parties would become part of the rezoning of the property. Bruce Partridge next addressed the Commission and he is also a resident of Denson Farms. He expressed his concern over the potential entrance into this land and the potential for flooding. It was explained that the County Engineer would look at these issues following the preliminary plat stage to ensure these issues were addressed. David Thimes also from Denson Farms and too addressed concerns about the entrance with regard to power lines in the area. Mr. Thimes went on to explain the meeting they had held and that he was not opposed to the rezoning following their agreement, but he wanted to make sure the entrance issue was addressed at the necessary time. Mary Jones also spoke and stated that she was not able to attend the meeting but was opposed to the rezoning even with the 2 acre buffer. Mr. Waggener addressed the Commission and stated that the land was not in a flood plain area. Upon Motion by Commissioner Drane to approve the rezoning, seconded by Commissioner Howard, with all voting "aye," the motion to approve the petition passed.

There next came on for consideration the site plan of Burger King to be located at Gluckstadt Road and Dees Way. Paul Ingram, architect, appeared on behalf of Petitioner. He explained that this was tabled at the prior meeting and the concerns that were presented had been addressed as best as possible. They had adjusted the entrance and added more brick but they were unable to change the colors of the building due to BK corporate requirements on the red color. Comments were solicited from those in attendance and Lisa Williams came forward and stated that she was a Gluckstadt resident who lived in Germantown Subdivision. She stated that she had met with Mr. Ingram following the last meeting and she appreciated the changes but she would still like to see more brick on the building. She also stated that she would like to see the sign brought down lower. Tammy Harreld spoke next and stated that she didn't want to leave the prior meeting while it was going so she had missed meeting with Mr. Ingram but that no one had contacted her after the meeting to discuss with her. Mr. Ingram addressed the Commission and stated that their sign met the ordinance requirements and he didn't want to bring it even lower. Commission attorney Leah Ledford confirmed that they had met the requirements for a site plan under the ordinances. Upon Motion by Commissioner Drane to approve the site plan, seconded by Commissioner Brown, with all voting "aye," the motion to approve the site plan passed.

There next came on for consideration the site plan of a storage facility located on Aulenbrock Drive. Andy Clark, Esq. appeared on behalf of Petitioner. He explained that they were in the process of trying to work out an agreement with Mr. Shows' clients, the residents of Bradshaw Ridge, and he would like to table the request pending those discussions. Mr. Shows spoke and stated that he didn't think the petition should be presented absent the conditional use for the outdoor parking area being addressed first. He also stated that he objected to the request that had been made for the conditional use because he didn't think it formally met the requirements of an application for a conditional use. Mr. Clark addressed the Commission and explained that they would meet whatever was necessary to comply with the requirements of a conditional use request. Marshall Jackson addressed the Commission next and stated that he lived in Bradshaw Ridge and had been part of an agreement with the property owner and felt like the owner had then gone back on their agreement. Chrystal Hunt addressed the Commission next

and reiterated Mr. Jackson's concerns about the agreement. Lee Lyon, also of Bradshaw Ridge, spoke and stated that his property was directly adjacent to this and he was very concerned about how it would affect his property. Charlene Herringfort of Twin Cedars spoke next and stated that her husband was present at the prior meeting and they had been pleased with the meeting they had with the owners and agreement that had been reached on the areas of concern. Upon Motion by Commissioner Howard to table the site plan for further discussion between the owner and surrounding property owners, seconded by Commissioner Brown, with all voting "aye," the motion to table the site plan passed.

There next came on for discussion the payment of attorney fees for March, 2016. Upon Motion by Commissioner Brown, seconded by Commissioner Drane, with all voting "aye," the motion to approve the attorney fees for March, 2016 passed.

There next came on for discussion the setting of the May, 2016 meeting. Due to the Canton Flea Market, it was suggested that the next meeting be on the third Thursday of the month, versus the second Thursday which would interfere with the market. Upon motion by Commissioner Drane, seconded by Commissioner Brown, with all voting "aye," the motion to set the May 2016 meeting for May 19, 2016 passed.

With there being no further business, the April 14, 2016 meeting was adjourned.

5-19-16  
Date

Walter McKay  
(Chairman)

LAM  
HB  
WAK

**TAB 3**

**Planning Commission Minutes of May 19, 2016**



MINUTES OF THE MEETING OF THE MADISON COUNTY  
PLANNING AND ZONING COMMISSION HELD AND CONDUCTED ON  
THURSDAY, THE 19<sup>th</sup> DAY OF MAY, 2016 AT 9:00 A.M. AT THE  
MADISON COUNTY COMPLEX BUILDING

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BE IT REMEMBERED that a meeting of the Madison County Planning and Zoning Commission was duly called, held and conducted on Thursday, the 19<sup>th</sup> day of May, 2016 at 9:00 a.m. in the Board Room of the Madison County Chancery and Administrative Building.

Present: Walter McKay  
Larry Miller  
Rev. Henry Brown  
Dr. Bill Howard

Scott Weeks, Planning and Zoning Administrator

Absent: Don Drane

The meeting was opened with prayer by Rev. Brown, and those present participated in pledging allegiance to our flag.

There first came on for consideration the minutes of the April 14, 2016 meeting of the Commission. Upon motion by Commissioner Miller to approve the minutes, seconded by Commissioner Brown, with all voting "aye," the motion to approve the April 14, 2016 minutes passed.

There next came on for consideration the petition of Mak Haik for a conditional use to sell pre-owned vehicles. The property is located between I-55 and Calhoun Station Parkway. The petitioner is requesting three car dealership locations and a site plan has been provided for the Chrysler, Jeep, Dodge and Chevrolet dealerships being proposed. Allen Grant appeared on behalf of Petitioner as the architect for the petitioner. Andrew Leeper with the Mak Haik Jackson, MS location also appeared on behalf of Petitioner. He explained this the businesses would consist of 70% new and 30% used vehicles. The used vehicles will undergo a 125 point inspection process and be certified used vehicles. No one was present to oppose the development. Upon motion by Commissioner Howard to approve the motion for a conditional use, seconded by Commissioner Brown, with all voting "aye," the motion to approve the conditional use passed.

There next came on for consideration the site plan of Mak Haik for their businesses as just approved. Commissioner McKay inquired regarding the siding on the buildings and stated that he would like to see BIPS on the whole building, including the back, to make it look more upscale, to which Petitioner agreed. Upon motion by Commissioner Howard to approve the site plan, seconded by Commissioner Brown, with all voting "aye," the motion to approve the site plan passed.

There next came on for consideration the petition of Dawn and Bennie Street for a

conditional use to excavate a lake and remove the excess material. The property is located on the Southwest corner of Goodloe Rd and Hwy 43N. This will be a 4 acre or less permit and their site plan is included. Mrs. Street appeared and stated that they intend to make this a 4 acre lake that will eventually be a larger lake. They have provided their plans and all necessary documents in support of their request, including their hours of operation which limit operation for school/work traffic and no Sunday operations. Those in opposition were asked to come forward. Jake Ritchie spoke first and explained he was the attorney hired by Rayford Pool who is an adjacent landowner to this property. He is concerned about how this will affect his property value and how the water will be maintained. He said his client is also has safety concerns because of traffic and dust created by the operations. Mr. Ritchie stated that according to the zoning ordinances, the County is to protect the health, safety and welfare of the citizens and these issues meet these concerns. Mrs. Street spoke in response to these concerns and stated that this is their home and they intend for this to be a nice lake that increases their property value. They did another lake in the area in the past and it enhanced the property value. She said there is a clear water shed coming off of Hwy 43 and it will provide plenty of water for the lake. She pointed out there is another dirt pit being operated nearby on Goodloe Rd. and that this is a public road that sees a lot of truck traffic already so this wouldn't change the conditions of the road. This is a one year permit only and they will be done within that time. She further elaborated on their history in owning the property for 15 years and that they only intend to increase the value. Commissioner McKay inquired regarding the bond and Mrs. Street stated they had put up a \$1,000 bond per acre to ensure the work was done properly, including reclaiming the edges and making the property look nice. Commissioner McKay also inquired regarding the water and Mrs. Street stated there is a ditch that floods that will provide water to the lake and the dirt will be used to make a dam for the lake and the excess will be hauled away and sold. James Parker addressed the Commission next and stated that he lives at 2355 Hwy 43N and is concerned about flooding from the nearby creek and how this may affect his property. He lives south of the proposed property. Mrs. Street stated that the maps provided showed that this land would not be affected by these operations. Nancy Isoahoot spoke next and she lives on Quail Rd. She stated there was already a mining pit being operated on Goodloe Rd. and another nearby and there wasn't a need for another pit mining operation. She also stated there was a lake that was done nearby and its nothing but a big empty hole and she didn't want to have to see that again. Commissioner Howard stated that he was concerned about the lake being well maintained. Mr. Street stated that they farm and live in this area and they wouldn't do anything to negatively effect their property value or be at odds with their neighbors. He further pointed out that he is in the land business and does this for a living and so he has plenty of experience to ensure this is done correctly. Commissioner McKay stated that DEQ would be the proper entity to oversee and enforce their permit. Upon Motion by Commissioner Brown, seconded by Commissioner Miller, with Commissioner Brown, Miller and McKay voting "aye," and Commissioner Howard voting "nay," the motion to approve the conditional use and site plan passed.

There next came on for consideration the site plan of Cedarstone Commercial for a new business located on Aulenbrock Drive. Jason Weeks appeared on behalf of Petitioner, along with Brad Williford. He stated that this was an office warehouse space that was being proposed and it was tabled from the April 14, 2016 Commission hearing. He stated that he was recently retained to represent the Petitioner due to the issues with the surrounding homeowners that they had not been able to resolve. He stated that the land was properly zoned for this and it was a site plan

review only. Commissioner McKay stated that he was absent at the April meeting and would like to know what was at issue between the parties. Mr. Weeks stated that there had been a long list of items sent to his client that he felt were unreasonable and not economically feasible for his client. He stated that they had agreed to move the dumpsters away from the landowners and the only lighting in the rear would be from the exit signs required by code. He said they had requested a 12 foot fence with razor wire on top and other things they couldn't agree to and they felt their site plan met the ordinances for this zoning. Commissioner McKay inquired regarding the building facade and why they couldn't put it on the parts that would be seen by the homeowners and that it appeared to be a reasonable request. Mr. Weeks stated that this zoning was already in a place when most of the homeowners moved and they should have taken note of the commercial zoning prior to purchasing their property. Dr. Howard inquired regarding the landscaping and Mr. Weeks stated that it was open landscaping of 20 feet as required by the ordinances. Rick Eisenberger with John Shows' office addressed the Commission next on behalf of Bradshaw Ridge Subdivision. He stated that the Petition when the land was originally rezoned in 2006 had covenants that were attached that would affect this site plan and stated that he was representing the Bradshaw Ridge subdivision in opposition to this site plan. He stated they had just received this Petition and would like time to discuss with the homeowner and try to work out an agreement so they would like the Petition to be tabled. He also denied that the landowner had tried to meet and work anything out since the last meeting. He said it was unclear whether the covenants had been recorded but that they stated there was to be EIFS siding used and no metal (which is on the current site plan) and the landscaping was supposed to be more of a buffer for the homeowners. He stated they were also concerned because the current site plan doesn't address rear setbacks. Marshall Jackson, a resident of Bradshaw Ridge, spoke next and stated that he was concerned about the <sup>new location</sup> of the dumpsters because they were now located directly behind his home. Lisa Walters, a <sup>Wilmington</sup> Gluckstadt resident of Germantown Subdivision, spoke next and inquired regarding the <sup>Wilmington</sup> covenants issue. She stated that she had inquired this issue in the past and was concerned about how it affects zoning. Commission attorney Ledford stated that new procedures were being discussed to help ensure the recording of any covenants agreed to in zoning matters. She further stated that unrecorded covenants may not be enforceable and this legal issue was currently being reviewed. Commissioner Howard stated that in his opinion the covenants should remain in effect because they were a condition to the rezoning, regardless of whether they were filed. James Harreld addressed the Commission and stated that he is a Gluckstadt resident who resides on Stribling Rd. He stated that the other petitioner, Mak Haik, had agreed to add more siding without question and he didn't think it was right that the current petitioner wouldn't agree to same. Crystal Hunt addressed the Commission next and stated that although she was glad they had moved the dumpsters away from her property, she was concerned for the other homeowners. He also stated that they were currently getting a survey done because some of the land behind the neighborhood fence may actually belong to the HOA and she wanted that issue to be noted. Tammy Harreld addressed the Commission next and inquired regarding the lost documents and stating that she felt that the Planning and Zoning Office had lost documents in the past that cost the county citizens a lot of money and that concerned her. She stated that she would like to see the process changed to ensure this didn't happen anymore. She further stated that she felt the Commission attorney always sided with the developer and that concerned her. Commission attorney Ledford stated that this was not an issue with the Planning and Zoning office but instead covenants that had not been filed by the property owner. She also

reiterated that the County had no authority to file or enforce covenants, that was the duty of the landowner. She further stated that she was bound by the law and had no personal interest in either side's position. Commissioner Miller spoke next and stated that he didn't appreciate the accusations being made by Mrs. Harreld regarding prior Commission decisions. Upon Motion by Commissioner Howard to table the site plan pending further discussions between the petitioners and those in opposition, seconded by Commissioner Miller, with all voting "aye," the motion to table the site plan passed.

There next came on for discussion the payment of attorney fees for April, 2016. Upon Motion by Commissioner Brown, seconded by Commissioner Miller, with all voting "aye," the motion to approve the attorney fees for April, 2016 passed.

There next came on for discussion the setting of the June, 2016 meeting. The second Thursday of the month is June 9 and all agreed to this date. Upon motion by Commissioner Brown, seconded by Commissioner Howard, with all voting "aye," the motion to set the June, 2016 meeting for June 9, 2016 passed.

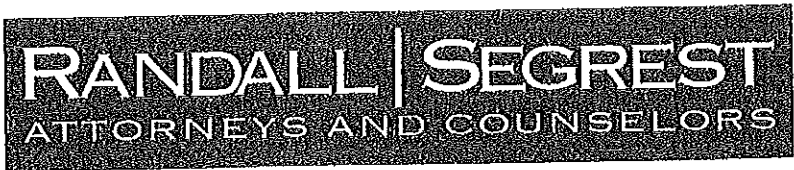
With there being no further business, the May 19, 2016 meeting was adjourned.

6-9-16  
Date

Walter McKay  
(Chairman)

**TAB 4**

**Jason Weeks July 6, 2016 Letter to Planning and Zoning Commission**



July 6, 2016

Scott Weeks, Zoning Administrator  
Madison County  
P.O. Box 608  
Canton, MS 39046

Re: Site Plan Approval  
Cedarstone Commercial

Dear Mr. Weeks:

As you are aware, we represent Cedarstone Commercial and appeared at the May 19, 2016 meeting before the Planning and Zoning Commission requesting approval of a site plan for the property located off of Aulenbrock Drive. Per this correspondence, we would request to be placed on the July 14, 2016 Commission agenda and approval of our site plan or the reasons set forth herein.

At the May meeting, and apparently in response to adjoining landowners who sought to have certain covenants imposed on my clients property, the Commission requested we negotiate with the adjacent property owners to seek a possible agreement on covenants.

The adjoining landowners proposed covenants are attached hereto as Exhibit "A". We conducted those discussions between counsel and are enclosing correspondence setting forth the substance of those discussions as composite Exhibit "B" hereto.

While we were unable to reach a resolution, we would like to point out that all of our proposed site plan and use therein complies with the existing zoning requirements and in fact, exceeds those requirements in almost all aspects. We will be prepared to discuss this in detail at the July meeting and will provide any additional requested information prior to that meeting.

When my clients bought the property at issue, there were no covenants recorded in the land records despite the fact it appears some covenants were discussed during the re-zoning of this property prior to my clients' purchase. Thus, any alleged covenants are not applicable because the covenants which were part of the discussions for re-zoning are not recorded in accordance with Miss. Code Ann 89-5-5 which is attached hereto as Exhibit "C" for your convenience.

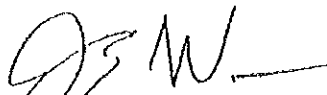
The only other issue from the May meeting at issue was the possible use of synthetic stucco on the rear elevation of the buildings. We have reviewed that possibility and it is not economical to apply that exterior coating.

As such, we are requesting the site plan submitted by Ron McMasters will be approved at the July 14, 2016 meeting or that the Board inform us how that plan fails to comply with existing zoning requirements.

If you have any questions or would like to discuss this matter in more detail prior to the July 14, 2016 meeting, please do not hesitate to contact me.

Sincerely,

RANDALL, SEGREST, WEEKS & REEVES, PLLC

A handwritten signature in black ink, appearing to read 'JEW', with a horizontal line extending to the right.

Jason E. Weeks

Enclosures

cc: Leah Ledford, Esq.

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**Prepared By:**  
John Howard Shows, MS Bar #6776  
2950 Layfair Drive, Suite 101  
Flowood, MS 39232  
Telephone: (601) 664-0044

**Return To:**  
Shows & Smith Law Firm PLLC  
2950 Layfair Drive, Suite 101  
Flowood, MS 39232  
Telephone: (601) 664-0044

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State of Mississippi  
County of Madison

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**COVENANTS AND RESTRICTIONS  
OFFICE WAREHOUSE**

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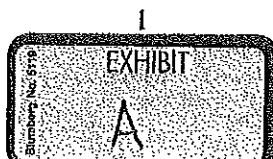
**Grantor:**

**WCTN, LLC,**  
a Mississippi limited liability company  
396 Business Park Drive  
Suite A  
Madison, Mississippi 39110  
(601) 519-5533

**INDEXING INSTRUCTIONS:**

SW ¼ of the NW ¼ and the SW ¼ of the NE ¼ of Section 27, T8N, R2E  
Madison County, Mississippi

Lots 117, 118 and 119 of Bradshaw Ridge, Part Two, Plat Cabinet D, Slide 198 and  
Lots 64, 65, 66 and 67 of Bradshaw Ridge, Part Three, amended, Plat Cabinet E, Slide 8





**COVENANTS AND RESTRICTIONS  
OFFICE WAREHOUSE**

WHEREAS, WCTN, LLC, a Mississippi limited liability company (hereafter "Owner") is the Owner of that property described on Exhibit A hereto;

WHEREAS, the property described on Exhibit A hereto is zoned C-2 Commercial by Madison County, Mississippi;

WHEREAS, the Owner has filed a site plan with Madison County, Mississippi;

WHEREAS, the property described on Exhibit A hereto is contiguous and adjacent to Bradshaw Ridge Part Two and Bradshaw Ridge Part Three (amended);

WHEREAS, homeowners in Bradshaw Ridge Part Two and Part Three have requested that Owner provide certain Covenants and Restrictions to protect and preserve the residential neighborhood development of Bradshaw Ridge Part Two and Part Three;

WHEREAS, Owner has agreed to certain Covenants and Restrictions regarding the development of the property described on Exhibit A hereto.

THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner agrees to subject the property described on Exhibit A to the following Covenants and Restrictions:

A. Buffer Zone.

1. A Buffer Zone of twenty (20) feet shall be provided for along and adjacent to the Bradshaw Ridge Part Two and Part Three. Owner shall plant *Elaeagnus Angustifolia*, commonly known as "Russian Olive" every seven (7) feet along with other suitable plantings to include another species of *Elaeagnus*.

2. The Buffer Zone along Bradshaw Ridge Part Two and Part Three shall be

maintained by the Owner.

3. Owner shall construct a black coated vinyl chain link fence twenty (20) feet from the boundary line of the Bradshaw Ridge Subdivision. This fence shall have a "V" shaped black barbed wire top. Owner shall maintain this fence.

4. Owner shall construct a twelve (12) foot high fence along the boundary of Bradshaw Ridge Part Two and Part Three on the rear lot lines of Lots 117, 118 and 119 of Bradshaw Ridge Part Two, Plat Cabinet D, Slide 198 and Lots 64, 65, 66 and 67 of Bradshaw Ridge, Part Three (amended), Plat Cabinet E, Slide B.

5. The Buffer Zone of twenty feet (20) feet shall be owned by Owner and maintained by Owner. This Buffer Zone is granted as a license to the homeowners and no homeowner in Bradshaw Ridge Part Two or Part Three may claim a portion of the Buffer Zone by adverse possession.

B. Colors for Office Warehouse Buildings.

1. The roof of the office warehouse buildings shall be a neutral color and the sides of the office warehouse buildings shall be a neutral color, either tan, light gray or an off white. The front, back and sides of the office warehouse building shall have a brick façade at least four (4) feet in height. The rollup doors on the front shall also be a neutral color.

2. The Owner and representatives of the Homeowners Association of Bradshaw Ridge Subdivision shall select the exact colors to be used for the office warehouse buildings.

3. No building shall be more than one story in height.

C. Restrictions on Use.

No part of the property described on Exhibit A hereto shall be used as, or for:

1. a childcare facility.

2. a business that produces loud music or outside activities that create noise.
3. a liquor store.
4. a restaurant for full service or fast food or casual dining.
5. a cafeteria, delicatessen, coffee shop or coffee bar.
6. a food carryout service.
7. the sale of beer, wine or alcoholic beverages of any type.
8. a convenience store or gas station.
9. a facility to store any type of equipment.
10. a facility to sell any type of equipment.
11. a facility to sell building materials or paint.
12. a fireworks stand.
13. a billboard.

D. Hours of Operation; Lighting and Security.

1. The office warehouse buildings may be occupied from 8:00 A.M. to 6:00 P.M.  
Monday through Saturday.
2. The lighting of the storage facility will be LED motion activated, low pollution light emission and shall be "Dark Sky Compliant". The lighting shall be located on the property so as not to directly shine on homes and yards adjacent and contiguous to the property described on Exhibit A hereto.
3. Owner shall install a security system that will provide twenty-four, seven days per week surveillance for the entire complex. No security cameras will be directed toward any of the adjacent homeowners in Bradshaw Ridge Subdivision.
4. The security system shall be connected to a 24 hour, seven days per week service

that upon a breach of security, law enforcement will be called immediately.

5. All trash dumpsters or bins shall be located away from the perimeter of the storage facility and away from the homeowners of Bradshaw Ridge Part Two and Part Three.

6. The storage of hazardous or explosive or incendiary material is prohibited on the property described on **Exhibit A**.

E. Enforcement.

1. These covenants may be specifically enforced by any homeowner in Bradshaw Ridge Subdivision who owns a lot adjacent to or contiguous with the Property described on **Exhibit A** hereto or by the Homeowners Association of Bradshaw Ridge Subdivision.

2. If a lot owner or the Bradshaw Ridge Homeowners Association has to specifically enforce these covenants, then such lot owners or Homeowners Association shall be entitled to recover their reasonable attorney fees and costs incurred in pursuit of such specific performance suit.

F. Binding Effect of Covenants.

1. These are covenants and restrictions which run with the property described on **Exhibit A** hereto.

2. These covenants shall bind Owner and all of Owner's assigns, representatives and grantees as well as any lessee of Owner.

3. These covenants shall be binding for twenty-five (25) years from the date these covenants are recorded in the land records of the Chancery Clerk of Madison County, Mississippi.

4. These covenants are specifically for the benefit of each Owner of Lots 117, 118 and 119 of Bradshaw Ridge Part Two, Plat Cabinet D, Slide 198 and Lots 64, 65, 66 and 67 of

Bradshaw Ridge Part Three (amended), Plat Cabinet E, Slide 8. Each of the Owners of these lots shall be entitled to specifically enforce these covenants.

5. These covenants also are for the benefit of the Homeowners Association of Bradshaw Ridge Subdivision.

G. Site Plan Approval.

Owner covenants that Owner or any grantee or assignee of Owner will construct the office warehouse buildings as shown on the site plan as shown on Exhibit B hereto with the buildings and parking to be constructed as shown on Exhibit B hereto.

Witness the signatures of Owner, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WCTN, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

**RANDALL | SEGREST**  
ATTORNEYS AND COUNSELORS

June 1, 2016

Richard A. Eisenberger, Jr., Esq.  
Show & Smith Law Firm, PLLC  
2950 Layfair Drive, Ste 101  
Flowood, MS 39232

RE: Bradshaw Ridge Covenants

Dear Rick:

In response to the covenants proposed by your clients, we would respond as follows:

1. On the Buffer Zone proposed in A.1., we believe this is provided for on the plans proposed and will agree to such a Buffer Zone;
2. We do not agree to A.2., A.3. or A. 4.;
3. On B.1. we agree to the brick façade on the front and sides of the building but not on the back; we are considering installation of EIFS on the back as requested by the Commission so the back façade is still open for negotiation;
4. We do not agree to B.2.;
5. On C.1., does that include use of any particular space as a doctor's office?
6. On C.4-7., does that envision prohibiting a business that operates not as on-site food business but rather a business that might cater or perform food preparation for delivery off-site?
7. We do not agree to C.9-11.;
8. We do not agree to D.1., D.3., or D.4.;
9. On D.5., where would your clients propose we locate the dumpsters?;
10. We do not agree on D.6.;



11. We do not agree to E.1. or E.2.

Please review this with your client and we would request a reply by the close of business on June 6, 2016.

Sincerely,

RANDALL SEGRETT, WEEKS & REEVES, PLLC.



Jason E. Weeks



2950 Layfair Drive, Suite 101 | Flowood, MS 39232  
601-664-0044 | Facsimile 601-664-0047 | www.showssmith.com  
jhs@showssmith.com | cms@showssmith.com | reisenberger@showssmith.com

June 7, 2016

VIA EMAIL AND  
US MAIL

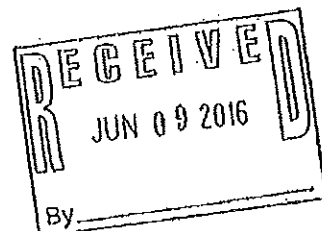
Jason E. Weeks, Esq.  
Randall, Segrest, Weeks & Reeves, PLLC  
992 Northpark Drive, Suite A  
Ridgeland, Mississippi 39157

RE: Bradshaw Ridge Covenants

Dear Jason:

Thank you for your June 1, 2016 letter. John Shows and I spoke with our client and respond as follows:

1. As you've stated that you agree with the proposed language in A.1., we can leave the language as-is.
2. Our client agrees to remove A.2 and A.3; however, with regard to A.4., there needs to be a fence constructed along the boundary of Bradshaw Ridge Part Two and Part Three on the rear lot lines of Lots 117, 118, and 119 of Bradshaw Ridge Part Two, Plat Cabinet D, Slide 198 and Lots 64, 65, 66, and 67 of Bradshaw Ridge, Part Three (amended), Plat Cabinet E, Slide B. You have indicated that your client will not agree to a twelve (12) foot high fence. Would a ten (10) foot high fence be acceptable?
3. Please provide us with a copy of the rear elevation. If your client is willing to install a brick façade on the front and sides of the building and EPIS on the back of the building we may have an agreement on that issue.
4. Our client agrees to remove B.2.
5. C.1. is intended to prohibit day care centers.



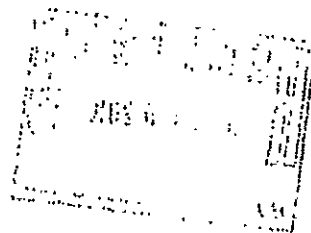


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6. C.4-7. does envision prohibiting all food service businesses including those that may cater or perform food preparation for delivery off-site.
7. C.9. is intended to prohibit the storage of all rolling equipment, such as trailers and other large equipment, which cannot be stored inside the building. We are willing to amend the covenant language to reflect same. Similarly, C.10. intends to prohibit any equipment that cannot be stored within the building. C.11. intends to prohibit all materials that are hazardous, explosive, or incendiary. Our client is not willing to allow the storage of such materials.
8. D.1. addresses hours of operation. What hours of operation would you suggest? Our client is of the opinion that the hours of operation are reasonable as-is, but is willing to consider a proposal from your client. D.3. and D.4. address a building security system. There needs to be a security system in place. Please provide an alternate option or explain your client's objection to having a security system installed.
9. For the dumpster placement found in D.5., our client asks that the dumpsters not be placed adjacent to any home in Bradshaw Ridge Part Two and Part Three.
10. Our client does not agree to remove D.6. Hazardous, explosive, or incendiary material should not be stored in the building. Is there a specific reason for your client's objection? Storage of such materials could be a serious liability for your client.
11. Our clients are willing to remove E.1. Our clients are not willing to remove E.2.

Please review our responses and reply within seven (7) calendar days of the date of this letter.

Sincerely,



Richard A. Eisenberger, Jr.

c Marshall Jackson

CARS

PSycamore v. Ocean Springs



June 14, 2016

Richard A. Eisenberger, Jr., Esq.  
Show & Smith Law Firm, PLLC  
2950 Layfair Drive, Ste 101  
Flowood, MS 39232

RE: Bradshaw Ridge Covenants

Dear Rick:

In response to your June 7, 2016 correspondence regarding the proposed covenants, we would respond as follows:

1. On A.1, the twenty (20) foot Buffer Zone is provided for on the plans we are seeking approval for; however, we do not agree to plant any type of plantings in such Buffer Zone and plan to keep the Buffer Zone as grass for safety reasons;

2. Both parties agree to remove A.2 and A.3. On A.4., it is my understanding there is already an existing fence between the lots referenced and my clients property. As such, (and for practical reasons such as the dangers presented to both our clients of having two fences within 6 inches of each other), we cannot agree to A.4. Both parties agree to A.5;

3. On B.1, we are going to leave the rear elevation as presented to the Planning Commission of metal siding;

4. Both parties agree to remove B.2, and agree to make B.3 part of the covenants;

5. On C.1., we cannot agree to prohibit childcare facilities as childcare facilities are allowed in a C-1A district and our property is zoned C-2;

6. On C.2, both parties agree to include that section in the covenants;

7. On C.3-7., we cannot agree to remove these as they are also allowed in a C-1 district;

8. Both parties agree to include C.8 in the covenants;
9. On C.9-10, we do not envision any outdoor storage of trailers or other large equipment and will agree to amend that language to that effect consistent with your letter. However, we cannot agree to not to store or sell equipment that is stored in the building;
10. On C-11 do any of your clients store paint cans, gasoline or ammunition in their homes? If so, they are storing hazardous, explosive and incendiary materials so we will not agree to a more onerous standard on our property than what is required of your clients. However, if we have a tenant that is storing materials such as paint or ammunition, we will require their build out to be code compliant;
11. Both parties agree to include C.12 and C.13 as part of the covenants;
12. On D.1. we would suggest hours of operation from 5:00 a.m. to midnight seven days a week; what are your thoughts?;
13. Both parties agree to include D.2 as part of the covenants;
14. On D.3. and D.4., what is required by the covenants of Bradshaw Ridge with regards to security and monitoring by each homeowner? We will consider agreeing to the same requirements as are placed on the homeowners;
15. On D.5., none of the dumpsters will be adjacent to my home in Bradshaw Ridge as they are not located any where in the 20 foot Buffer Zone; further, each dumpster will be enclosed with a brick façade around the dumpster.;
16. On D.6., our response is the same in item 10 above with regards to hazardous, explosive and incendiary materials;
17. Both parties agree to E.1. being included in the covenants but we will not agree to E.2.

Please review this with your client and we would request a reply by the close of business on June 21, 2016.

Sincerely,

RANDALL SEGREST, WEEKS & REEVES, PLLC.

  
Jason E. Weeks



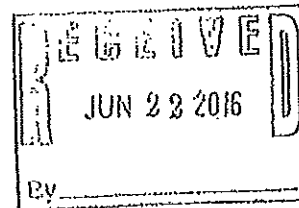
2950 Layfair Drive, Suite 101 | Flowood, MS 39232  
601-664-0044 | Facsimile 601-664-0047 | www.showssmith.com  
jhshows@showssmith.com | cmsmith@showssmith.com | reisenberger@showssmith.com

June 20, 2016

VIA EMAIL AND  
US MAIL

Jason E. Weeks, Esq.  
Randall, Segrest, Weeks & Reeves, PLLC  
992 Northpark Drive, Suite A  
Ridgeland, Mississippi 39157

RE: Bradshaw Ridge Covenants



Dear Jason:

Thank you for your June 14, 2016 letter. Since our last correspondence, the Planning & Zoning Commission has expressed the opinion that all restrictive covenants previously attached to rezoned parcels are permanently attached to those parcels regardless of whether or not the landowner filed them. As such, the restrictive covenants attached to the Petition to Rezone and Reclassify Real Property in this matter apply and are enforceable. In addition to the aforementioned restrictive covenants, we respond to your June 14, 2016 letter as follows:

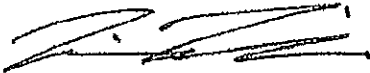
1. The language in A.1 regarding plants is also found in the covenants that were attached to the Petition to Rezone and Reclassify Real Property (see Section 200.02-07). Our clients may be willing to remove this language if an agreement can be reached on the fence described in A.4 below.
2. All parties agree to remove A.2 and A.3; however, with regard to A.4., our clients request that any existing fence be removed and your client construct a ten (10) foot fence along the boundary of Bradshaw Ridge Part Two and Part Three on the rear lot lines of Lots 117, 118, and 119 of Bradshaw Ridge Part Two, Plat Cabinet D, Slide 198 and Lots 64, 65, 66, and 67 of Bradshaw Ridge, Part Three (amended), Plat Cabinet E, Slide B. All parties agree to A.5.

3. With regard to B.1, it was my understanding your clients were considering EFIS on the back elevation as recommended by the Commission. It seems like a reasonable compromise and our clients would like for your clients to revise the elevation to reflect the use of EFIS rather than metal siding. The covenants that were attached to the Petition to Rezone and Reclassify Real Property prohibit metal siding.
4. All parties agree to remove B.2. All parties agree to B.3.
5. C.1. is intended to prohibit daycare centers; however our clients would agree to allow daycare centers in portions of the building facing the road only and not adjacent to any homes in the subdivision.
6. All parties agree to C.2.
7. As to C.3-7, your clients are constructing an office warehouse, not a mixed use facility. I am confused as to why they would allow these sorts of businesses in an office warehouse. Our clients will not agree to C.3-7. All parties agree to C.8.
8. We have an agreement on C.9-10 as long as the equipment is stored within the building.
9. As to C.11, obviously some homeowners will store gasoline, paint, and/or ammunition in the home or garage. What our clients object to is the bulk and commercial storage of such materials.
10. All parties agree to C.12-13.
11. As to D.1, our clients would agree to Monday through Sunday, 7:00 a.m. to 8:00 p.m. hours of operation.
12. All parties agree to D.2.
13. Our clients are willing to remove D.3-4.
14. Our clients would agree to include language regarding a brick façade around the dumpsters in D.5.
15. As to D.6, our clients intend to restrict the bulk storage of these materials.
16. E.2 is not negotiable; however language can be added to specify that attorney's fees shall only be awarded to the homeowner(s) if he/she/they prevail in such lawsuit.

At this point, I'd like to schedule a time for us to meet and discuss a final set of covenants. Please contact me at your earliest convenience so that we can schedule a meeting.

Should you have any other questions or concerns, please feel free to contact John Shows or me at the office.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard A. Eisenberger, Jr.", with several horizontal strokes underneath.

Richard A. Eisenberger, Jr.

c Marshall Jackson



**TAB 5**

**Response filed by Marshall Jackson**

**RESPONSE TO CEDARSTONE COMMERCIAL  
REQUEST FOR SITE PLAN**

1. Covenants were the basis of the rezoning. There would be no C-2 zoning if these covenants had not been agreed upon by the applicant and owners of the property in their rezoning request.

Cedarstone can not have it both ways. Either the property is zoned C-2 with covenants or the property is not zoned C-2.

2. Secondly, the covenants are binding on the County. The County can require that parties who file site plans to conform such proposed use and site plans to these specific covenants.

My clients believe this issue of the validity of the covenants should be addressed by the Commission and if valid, then the site plans need to be adjusted to conform to the covenants.

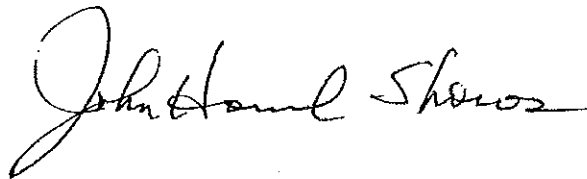
3. Attached are our proposed covenants showing the agreed issues and the unagreed issues. We believe they are reasonable. The primary issues which no agreement has been reached are:

1. Buffer zone/fence
2. EFIS on back of building
3. Restrictions on use of premises
4. Hours of operation
5. Storage of hazardous material on site
6. Attorney's fees to specifically enforce covenants

The proposed covenants are attached as **Exhibit A**.

4. My clients object to the metal siding on the rear of the proposed buildings. In the May minutes, there is testimony by a citizen that Mack Haik agreed to change their site plan to conform to the Commission's request regarding siding. Minutes reflect that Mack Haik agreed to use EFIS (copy of Minutes attached as Exhibit B). Cedarstone should also be required to put stucco on the rear of their building. The covenants attached to the Zoning Petition specifically prohibit metal siding.

5. Copies of the plat of subdivision for part 2 and part 3 (amended of Bradshaw Ridge) are attached hereto as Exhibit C. Please note that there is a 20 foot buffer between the plat description of the property platted and the lot lines. The fence along part 3 (amended) is in the Buffer zone.

A handwritten signature in black ink, reading "John Hamel Shivers". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

---

**Prepared By:**

John Howard Shows, MS Bar #6776  
2950 Layfair Drive, Suite 101  
Flowood, MS 39232  
Telephone: (601) 664-0044

**Return To:**

Shows & Smith Law Firm PLLC  
2950 Layfair Drive, Suite 101  
Flowood, MS 39232  
Telephone: (601) 664-0044

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State of Mississippi  
County of Madison

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**COVENANTS AND RESTRICTIONS  
OFFICE WAREHOUSE**

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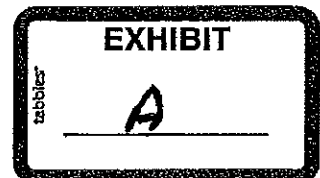
**Grantor:**

**WCTN, LLC,**  
a Mississippi limited liability company  
396 Business Park Drive  
Suite A  
Madison, Mississippi 39110  
(601) 519-5533

**INDEXING INSTRUCTIONS:**

SW ¼ of the NW ¼ and the SW ¼ of the NE ¼ of Section 27, T8N, R2E  
Madison County, Mississippi

Lots 117, 118 and 119 of Bradshaw Ridge, Part Two, Plat Cabinet D, Slide 198 and  
Lots 64, 65, 66 and 67 of Bradshaw Ridge, Part Three, amended, Plat Cabinet E, Slide 8



**COVENANTS AND RESTRICTIONS  
OFFICE WAREHOUSE**

WHEREAS, WCTN, LLC, a Mississippi limited liability company (hereafter "Owner") is the Owner of that property described on **Exhibit A** hereto;

WHEREAS, the property described on **Exhibit A** hereto is zoned C-2 Commercial by Madison County, Mississippi;

WHEREAS, the Owner has filed a site plan with Madison County, Mississippi;

WHEREAS, the property described on **Exhibit A** hereto is contiguous and adjacent to Bradshaw Ridge Part Two and Bradshaw Ridge Part Three (amended);

WHEREAS, homeowners in Bradshaw Ridge Part Two and Part Three have requested that Owner provide certain Covenants and Restrictions to protect and preserve the residential neighborhood development of Bradshaw Ridge Part Two and Part Three;

WHEREAS, Owner has agreed to certain Covenants and Restrictions regarding the development of the property described on **Exhibit A** hereto.

THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner agrees to subject the property described on **Exhibit A** to the following Covenants and Restrictions:

A. Buffer Zone.

1. A Buffer Zone of twenty (20) feet shall be provided for along and adjacent to the Bradshaw Ridge Part Two and Part Three. Owner shall plant *Elaeagnus Angustifolia*, commonly known as "Russian Olive" every seven (7) feet along with other suitable plantings to include another species of *Elaeagnus*.

4. Owner shall construct a twelve (12) foot high fence along the boundary of

**Bradshaw Ridge Part Two and Part Three on the rear lot lines of Lots 117, 118 and 119 of Bradshaw Ridge Part Two, Plat Cabinet D, Slide 198 and Lots 64, 65, 66 and 67 of Bradshaw Ridge, Part Three (amended), Plat Cabinet E, Slide B.**

5. The Buffer Zone of twenty feet (20) feet shall be owned by Owner and maintained by Owner. This Buffer Zone is granted as a license to the homeowners and no homeowner in Bradshaw Ridge Part Two or Part Three may claim a portion of the Buffer Zone by adverse possession.

**B. Colors for Office Warehouse Buildings.**

1. **The roof of the office warehouse buildings shall be a neutral color and the sides of the office warehouse buildings shall be a neutral color, either tan, light gray or an off white. The front, back and sides of the office warehouse building shall have a brick façade at least four (4) feet in height. The rollup doors on the front shall also be a neutral color.**

3. No building shall be more than one story in height.

**C. Restrictions on Use.**

No part of the property described on **Exhibit A** hereto shall be used as, or for:

1. a childcare facility.
2. a business that produces loud music or outside activities that create noise.
3. a liquor store.
4. a restaurant for full service or fast food or casual dining.
5. a cafeteria, delicatessen, coffee shop or coffee bar.
6. a food carryout service.
7. the sale of beer, wine or alcoholic beverages of any type.

8. a convenience store or gas station.
9. a facility to store any type of equipment. (as long as it is stored within the building)
10. a facility to sell any type of equipment. (as long as it is stored within the building)
11. a facility to sell building materials or paint.
12. a fireworks stand.
13. a billboard.

D. Hours of Operation; Lighting and Security.

1. **The office warehouse buildings may be occupied from 8:00 A.M. to 6:00 P.M. Monday through Saturday.**

2. The lighting of the storage facility will be LED motion activated, low pollution light emission and shall be "Dark Sky Compliant". The lighting shall be located on the property so as not to directly shine on homes and yards adjacent and contiguous to the property described on **Exhibit A** hereto.

5. All trash dumpsters or bins shall be located away from the perimeter of the storage facility and away from the homeowners of Bradshaw Ridge Part Two and Part Three.

(We agreed to their proposal to construct a brick façade around the dumpsters)

6. **The storage of hazardous or explosive or incendiary material is prohibited on the property described on Exhibit A.**

E. Enforcement.

1. These covenants may be specifically enforced by any homeowner in Bradshaw Ridge Subdivision who owns a lot adjacent to or contiguous with the Property described on **Exhibit A** hereto or by the Homeowners Association of Bradshaw Ridge Subdivision.

2. If a lot owner or the Bradshaw Ridge Homeowners Association has to specifically enforce these covenants, then such lot owners or Homeowners Association shall be entitled to recover their reasonable attorney fees and costs incurred in pursuit of such specific performance suit.

F. Binding Effect of Covenants.

1. These are covenants and restrictions which run with the property described on Exhibit A hereto.

2. These covenants shall bind Owner and all of Owner's assigns, representatives and grantees as well as any lessee of Owner.

3. These covenants shall be binding for twenty-five (25) years from the date these covenants are recorded in the land records of the Chancery Clerk of Madison County, Mississippi.

4. These covenants are specifically for the benefit of each Owner of Lots 117, 118 and 119 of Bradshaw Ridge Part Two, Plat Cabinet D, Slide 198 and Lots 64, 65, 66 and 67 of Bradshaw Ridge Part Three (amended), Plat Cabinet E, Slide 8. Each of the Owners of these lots shall be entitled to specifically enforce these covenants.

5. These covenants also are for the benefit of the Homeowners Association of Bradshaw Ridge Subdivision.

G. Site Plan Approval.

Owner covenants that Owner or any grantee or assignee of Owner will construct the office warehouse buildings as shown on the site plan as shown on Exhibit B hereto with the buildings and parking to be constructed as shown on Exhibit B hereto.

Witness the signatures of Owner, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.



WCTN, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, within my jurisdiction, the within named \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

MINUTES OF THE MEETING OF THE MADISON COUNTY  
PLANNING AND ZONING COMMISSION HELD AND CONDUCTED ON  
THURSDAY, THE 19<sup>th</sup> DAY OF MAY, 2016 AT 9:00 A.M. AT THE  
MADISON COUNTY COMPLEX BUILDING

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BE IT REMEMBERED that a meeting of the Madison County Planning and Zoning Commission was duly called, held and conducted on Thursday, the 19<sup>th</sup> day of May, 2016 at 9:00 a.m. in the Board Room of the Madison County Chancery and Administrative Building.

Present: Walter McKay  
Larry Miller  
Rev. Henry Brown  
Dr. Bill Howard

Scott Weeks, Planning and Zoning Administrator

Absent: Don Drane

The meeting was opened with prayer by Rev. Brown, and those present participated in pledging allegiance to our flag.

There first came on for consideration the minutes of the April 14, 2016 meeting of the Commission. Upon motion by Commissioner Miller to approve the minutes, seconded by Commissioner Brown, with all voting "aye," the motion to approve the April 14, 2016 minutes passed.

There next came on for consideration the petition of Mak Haik for a conditional use to sell pre-owned vehicles. The property is located between I-55 and Calhoun Station Parkway. The petitioner is requesting three car dealership locations and a site plan has been provided for the Chrysler, Jeep, Dodge and Chevrolet dealerships being proposed. Allen Grant appeared on behalf of Petitioner as the architect for the petitioner. Andrew Leeper with the Mak Haik Jackson, MS location also appeared on behalf of Petitioner. He explained this the businesses would consist of 70% new and 30% used vehicles. The used vehicles will undergo a 125 point inspection process and be certified used vehicles. No one was present to oppose the development. Upon motion by Commissioner Howard to approve the motion for a conditional use, seconded by Commissioner Brown, with all voting "aye," the motion to approve the conditional use passed.

There next came on for consideration the site plan of Mak Haik for their businesses as just approved. Commissioner McKay inquired regarding the siding on the buildings and stated that he would like to see EIFS on the whole building, including the back, to make it look more upscale, to which Petitioner agreed. Upon motion by Commissioner Howard to approve the site plan, seconded by Commissioner Brown, with all voting "aye," the motion to approve the site plan passed.

There next came on for consideration the petition of Dawn and Bennie Street for a



conditional use to excavate a lake and remove the excess material. The property is located on the Southwest corner of Goodloe Rd and Hwy 43N. This will be a 4 acre or less permit and their site plan is included. Mrs. Street appeared and stated that they intend to make this a 4 acre lake that will eventually be a larger lake. They have provided their plans and all necessary documents in support of their request, including their hours of operation which limit operation for school/work traffic and no Sunday operations. Those in opposition were asked to come forward. Jake Ritchie spoke first and explained he was the attorney hired by Rayford Pool who is an adjacent landowner to this property. He is concerned about how this will affect his property value and how the water will be maintained. He said his client is also has safety concerns because of traffic and dust created by the operations. Mr. Ritchie stated that according to the zoning ordinances, the County is to protect the health, safety and welfare of the citizens and these issues meet these concerns. Mrs. Street spoke in response to these concerns and stated that this is their home and they intend for this to be a nice lake that increases their property value. They did another lake in the area in the past and it enhanced the property value. She said there is a clear water shed coming off of Hwy 43 and it will provide plenty of water for the lake. She pointed out there is another dirt pit being operated nearby on Goodloe Rd. and that this is a public road that sees a lot of truck traffic already so this wouldn't change the conditions of the road. This is a one year permit only and they will be done within that time. She further elaborated on their history in owning the property for 15 years and that they only intend to increase the value. Commissioner McKay inquired regarding the bond and Mrs. Street stated they had put up a \$1,000 bond per acre to ensure the work was done properly, including reclaiming the edges and making the property look nice. Commissioner McKay also inquired regarding the water and Mrs. Street stated there is a ditch that floods that will provide water to the lake and the dirt will be used to make a dam for the lake and the excess will be hauled away and sold. James Parker addressed the Commission next and stated that he lives at 2355 Hwy 43N and is concerned about flooding from the nearby creek and how this may affect his property. He lives south of the proposed property. Mrs. Street stated that the maps provided showed that this land would not be affected by these operations. Nancy Isonhoot spoke next and she lives on Quail Rd. She stated there was already a mining pit being operated on Goodloe Rd. and another nearby and there wasn't a need for another pit mining operation. She also stated there was a lake that was done nearby and its nothing but a big empty hole and she didn't want to have to see that again. Commissioner Howard stated that he was concerned about the lake being well maintained. Mr. Street stated that they farm and live in this area and they wouldn't do anything to negatively effect their property value or be at odds with their neighbors. He further pointed out that he is in the land business and does this for a living and so he has plenty of experience to ensure this is done correctly. Commissioner McKay stated that DEQ would be the proper entity to oversee and enforce their permit. Upon Motion by Commissioner Brown, seconded by Commissioner Miller, with Commissioner Brown, Miller and McKay voting "aye," and Commissioner Howard voting "nay," the motion to approve the conditional use and site plan passed.

There next came on for consideration the site plan of Cedarstone Commercial for a new business located on Aulenbrock Drive. Jason Weeks appeared on behalf of Petitioner, along with Brad Williford. He stated that this was an office warehouse space that was being proposed and it was tabled from the April 14, 2016 Commission hearing. He stated that he was recently retained to represent the Petitioner due to the issues with the surrounding homeowners that they had not been able to resolve. He stated that the land was properly zoned for this and it was a site plan

review only. Commissioner McKay stated that he was absent at the April meeting and would like to know what was at issue between the parties. Mr. Weeks stated that there had been a long list of items sent to his client that he felt were unreasonable and not economically feasible for his client. He stated that they had agreed to move the dumpsters away from the landowners and the only lighting in the rear would be from the exit signs required by code. He said they had requested a 12 foot fence with razor wire on top and other things they couldn't agree to and they felt their site plan met the ordinances for this zoning. Commissioner McKay inquired regarding the building facade and why they couldn't put it on the parts that would be seen by the homeowners and that it appeared to be a reasonable request. Mr. Weeks stated that this zoning was already in a place when most of the homeowners moved and they should have taken note of the commercial zoning prior to purchasing their property. Dr. Howard inquired regarding the landscaping and Mr. Weeks stated that it was open landscaping of 20 feet as required by the ordinances. Rick Eisenberger with John Shows' office addressed the Commission next on behalf of Bradshaw Ridge Subdivision. He stated that the Petition when the land was originally rezoned in 2006 had covenants that were attached that would affect this site plan and stated that he was representing the Bradshaw Ridge subdivision in opposition to this site plan. He stated they had just received this Petition and would like time to discuss with the homeowner and try to work out an agreement so they would like the Petition to be tabled. He also denied that the landowner had tried to meet and work anything out since the last meeting. He said it was unclear whether the covenants had been recorded but that they stated there was to be EIFS siding used and no metal (which is on the current site plan) and the landscaping was supposed to be more of a buffer for the homeowners. He stated they were also concerned because the current site plan doesn't address rear setbacks. Marshall Jackson, a resident of Bradshaw Ridge, spoke next and stated that he was concerned about the new location of the dumpsters because they were now located directly behind his home. Lisa Walters, a Gluckstadt resident of Germantown Subdivision, spoke next and inquired regarding the covenants issue. She stated that she had inquired this issue in the past and was concerned about how it affects zoning. Commission attorney Ledford stated that new procedures were being discussed to help ensure the recording of any covenants agreed to in zoning matters. She further stated that unrecorded covenants may not be enforceable and this legal issue was currently being reviewed. Commissioner Howard stated that in his opinion the covenants should remain in effect because they were a condition to the rezoning, regardless of whether they were filed. James Harreld addressed the Commission and stated that he is a Gluckstadt resident who resides on Stribling Rd. He stated that the other petitioner, Mak Haik, had agreed to add more siding without question and he didn't think it was right that the current petitioner wouldn't agree to same. Crystal Hunt addressed the Commission next and stated that although she was glad they had moved the dumpsters away from her property, she was concerned for the other homeowners. He also stated that they were currently getting a survey done because some of the land behind the neighborhood fence may actually belong to the HOA and she wanted that issue to be noted. Tammy Harreld addressed the Commission next and inquired regarding the lost documents and stating that she felt that the Planning and Zoning Office had lost documents in the past that cost the county citizens a lot of money and that concerned her. She stated that she would like to see the process changed to ensure this didn't happen anymore. She further stated that she felt the Commission attorney always sided with the developer and that concerned her. Commission attorney Ledford stated that this was not an issue with the Planning and Zoning office but instead covenants that had not been filed by the property owner. She also

reiterated that the County had no authority to file or enforce covenants, that was the duty of the landowner. She further stated that she was bound by the law and had no personal interest in either side's position. Commissioner Miller spoke next and stated that he didn't appreciate the accusations being made by Mrs. Harreld regarding prior Commission decisions. Upon Motion by Commissioner Howard to table the site plan pending further discussions between the petitioners and those in opposition, seconded by Commissioner Miller, with all voting "aye," the motion to table the site plan passed.

There next came on for discussion the payment of attorney fees for April, 2016. Upon Motion by Commissioner Brown, seconded by Commissioner Miller, with all voting "aye," the motion to approve the attorney fees for April, 2016 passed.

There next came on for discussion the setting of the June, 2016 meeting. The second Thursday of the month is June 9 and all agreed to this date. Upon motion by Commissioner Brown, seconded by Commissioner Howard, with all voting "aye," the motion to set the June, 2016 meeting for June 9, 2016 passed.

With there being no further business, the May 19, 2016 meeting was adjourned.

6-9-16  
Date

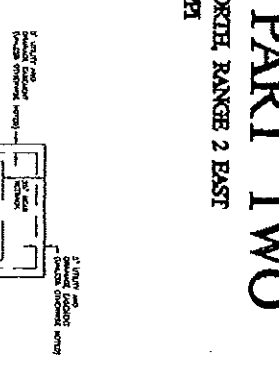
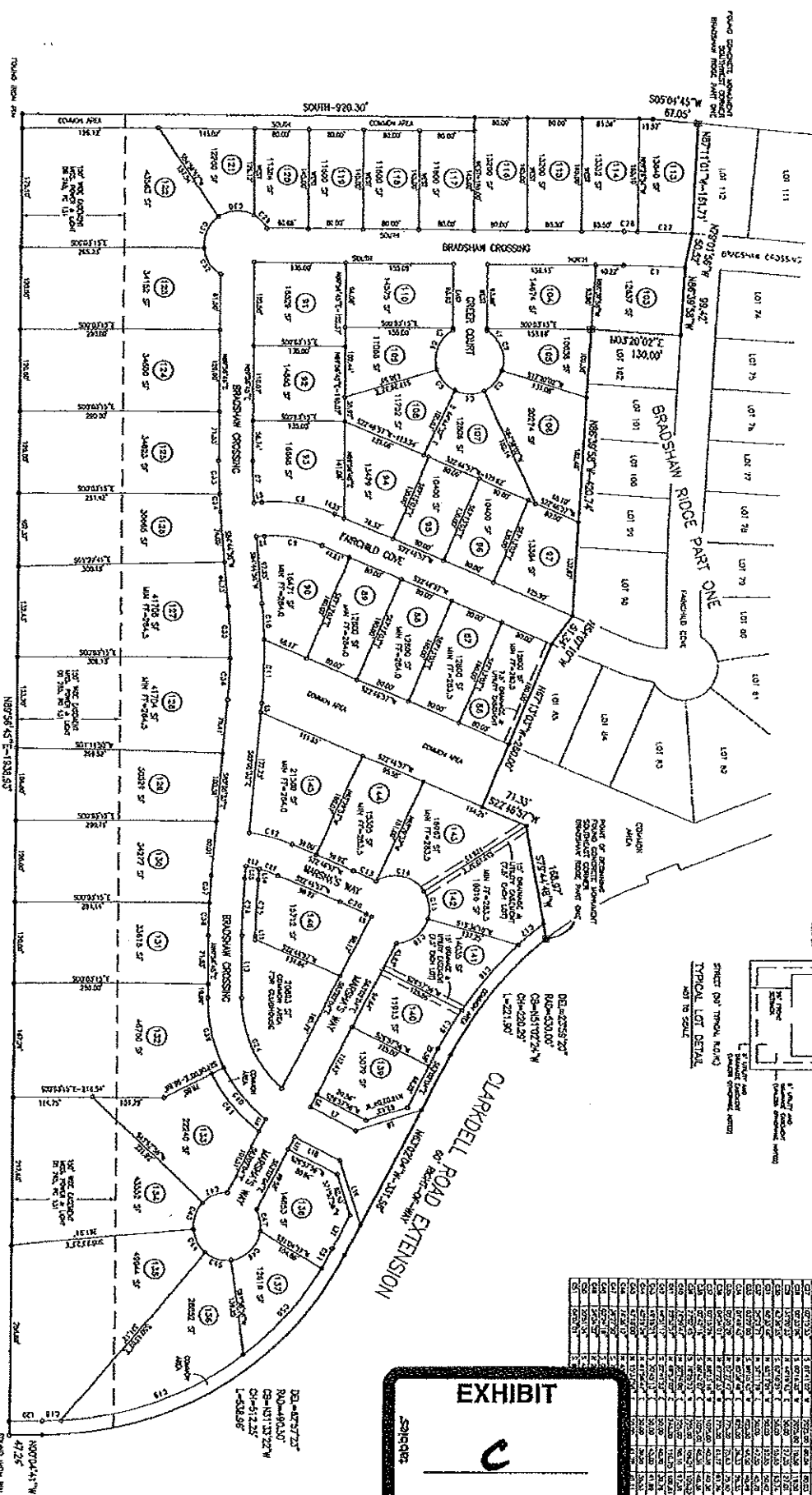
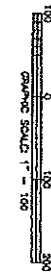
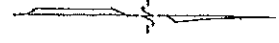
Walter McKay  
(Chairman)

# BRADSHAW RIDGE PART TWO

## NORTH 1/2 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 2 EAST

### HADDISON COUNTY, MISSISSIPPI

NO.	OWNER'S NAME	AREA	ACRES
1	...	...	...
2	...	...	...
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11	...	...	...
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13	...	...	...
14	...	...	...
15	...	...	...
16	...	...	...
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18	...	...	...
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26	...	...	...
27	...	...	...
28	...	...	...
29	...	...	...
30	...	...	...
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38	...	...	...
39	...	...	...
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41	...	...	...
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93	...	...	...
94	...	...	...
95	...	...	...
96	...	...	...
97	...	...	...
98	...	...	...
99	...	...	...
100	...	...	...



NO.	OWNER'S NAME	AREA	ACRES
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
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90	...	...	...
91	...	...	...
92	...	...	...
93	...	...	...
94	...	...	...
95	...	...	...
96	...	...	...
97	...	...	...
98	...	...	...
99	...	...	...
100	...	...	...

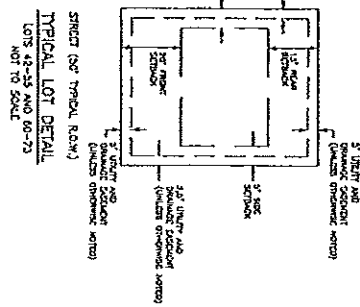
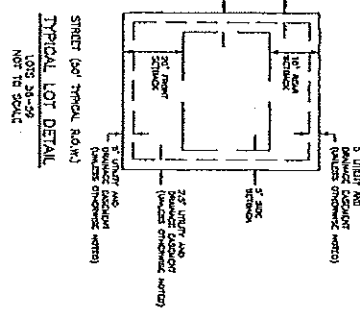
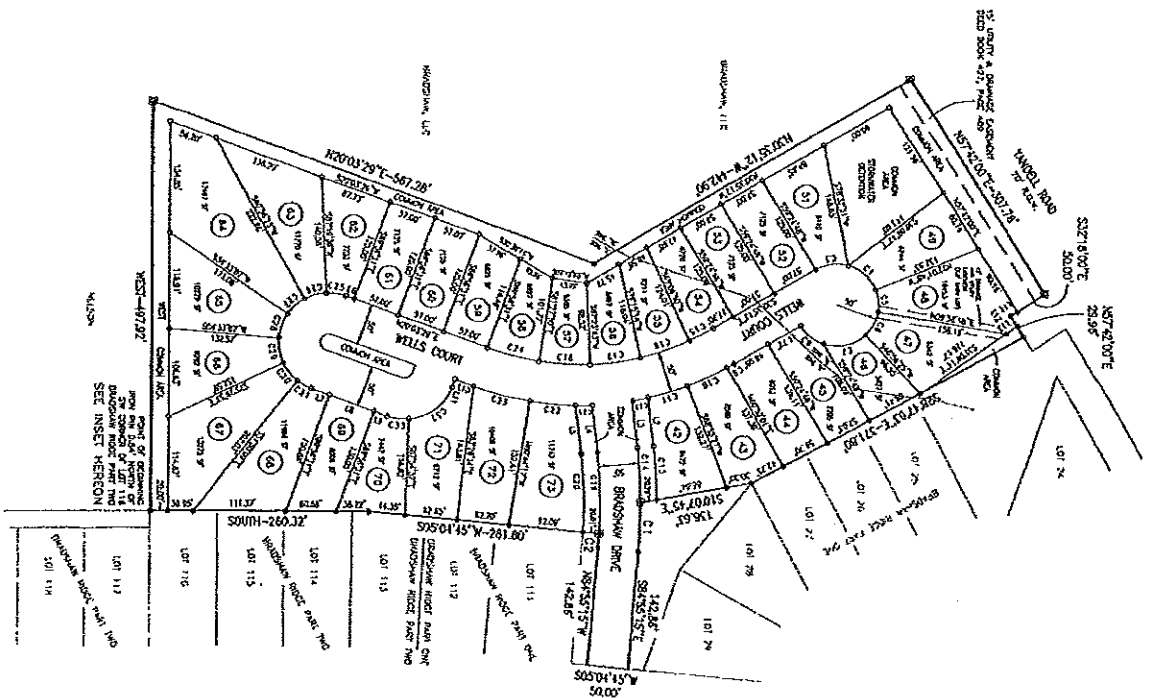


PREPARED BY:  
**BANKS ENGINEERING & SURVEYING, INC.**  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 115 LONEWOLF DRIVE, SUITE B, HADDISON, MS 39110

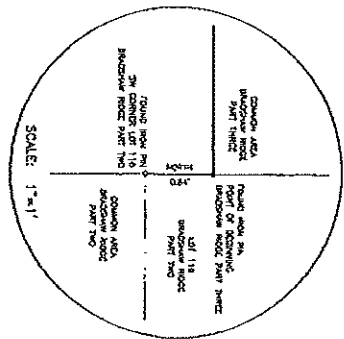


# BRADSHAW RIDGE PART THREE (AMENDED)

NORTH 1/2 OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 2 EAST  
MADISON COUNTY, MISSISSIPPI



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
101	10,000	10,000	10,000
102	10,000	10,000	10,000
103	10,000	10,000	10,000
104	10,000	10,000	10,000
105	10,000	10,000	10,000
106	10,000	10,000	10,000
107	10,000	10,000	10,000
108	10,000	10,000	10,000
109	10,000	10,000	10,000
110	10,000	10,000	10,000
111	10,000	10,000	10,000
112	10,000	10,000	10,000
113	10,000	10,000	10,000
114	10,000	10,000	10,000
115	10,000	10,000	10,000
116	10,000	10,000	10,000



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
101	10,000	10,000	10,000
102	10,000	10,000	10,000
103	10,000	10,000	10,000
104	10,000	10,000	10,000
105	10,000	10,000	10,000
106	10,000	10,000	10,000
107	10,000	10,000	10,000
108	10,000	10,000	10,000
109	10,000	10,000	10,000
110	10,000	10,000	10,000
111	10,000	10,000	10,000
112	10,000	10,000	10,000
113	10,000	10,000	10,000
114	10,000	10,000	10,000
115	10,000	10,000	10,000
116	10,000	10,000	10,000

BRADSHAW RIDGE PART THREE (AMENDED) IS A SUBDIVISION OF THE LAND SHOWN ON THE PLAT OF BRADSHAW RIDGE PART ONE AND PART TWO, BOTH OF WHICH ARE RECORDED IN THE PUBLIC RECORDS OF MADISON COUNTY, MISSISSIPPI.

ALL OF THE PROPERTY SHOWN ON THIS MAP IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON AND TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF BRADSHAW RIDGE PART ONE AND PART TWO.

ALL OF THE PROPERTY SHOWN ON THIS MAP IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON AND TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF BRADSHAW RIDGE PART ONE AND PART TWO.

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03644 E-11D