

APPLICATION FOR SPECIAL EXCEPTION

| | |
|--|---|
| Name and Address of Applicant: <i>Ravinder S Bedi</i> <i>457 Bozeman Rd Madison, MS 39116</i> | Street Address of Property (if different address): Same |
|--|---|

| APPLICATION DATE | Present Zoning of Property | Legal Description of Property: | TAX PARCEL NUMBER | FLOOD ZONE | MAP/PLAT OF PROPERTY |
|------------------|----------------------------|--------------------------------|--------------------------|------------|----------------------|
| RECEIVED | | | | | |
| DEC 01 2017 | <i>C-1</i> | See (Exhibit A) | <i>0321-29-013/01.07</i> | X | See (Exhibit B) |

Other Comments: As per Article 2605 of the Madison County Zoning Ordinance.

Comments

Respectfully Submitted

Ravinder S Bedi



Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition _____

Public Hearing date as established by the Madison County Board of Supervisors _____

Final disposition of Petition _____

PETITION TO OBTAIN SPECIAL EXCEPTION

Ravinder S. Bedi files this petition with the Board of Supervisors of Madison County, Mississippi to apply for special exception on the parcel of land located at the corner of Distribution Drive and Gluckstadt Road, Tax Parcel # 0821-29-013/1.07. See Exhibit "A"

The proposed project will be approximately 13,000 sq ft which will be used for retail, restaurant, personal services, and office space. A few potential businesses that have expressed interest in this location have asked for a drive thru window for their services. I am requesting special exception for this plan for two drive thru windows which I believe will help bring in a variety of amenities to the area.



Madison County Web Map

Parcels C-1 R-1
 Zoning A-1 C-1A C-2

Madison County GIS



Exhibit A

C

BOOK 242 PAGE 633 INDEXED
WARRANTY DEED

6399

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid us this day, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, DAVID BOWLING does hereby sell, convey, and warrant unto DAVID LEMLY BOWLING, a certain lot or parcel of land lying and being situated in Madison County, Mississippi, more particularly described as follows, to-wit:

Being situated in the E 1/2 of the E 1/2 of Section 29, T8N, R2E, Madison County, Mississippi and being more particularly described as follows:

Commence at the intersection of the eastern boundary of aforesaid Section 29, T8N, R2E, with the southern R.O.W. line of Gluckstadt Road as it is now (January, 1988) in use and run S 89 degrees 58 minutes W, along the said southern R.O.W. line of Gluckstadt Road, 557.38 feet to the NE corner of and the Point of Beginning for the property herein described; continue thence S 89 degrees 58 minutes W, along the southern R.O.W. line of Gluckstadt Road, 270.50 feet; run thence S 0 degrees 22 minutes 30 seconds E, 309.57 feet; run thence N 89 degrees 58 minutes E, 270.50 feet to the West boundary of 670.00 feet wide roadway easement; run thence N 0 degrees 22 minutes 30 seconds W, along the West boundary of said roadway easement, 309.57 feet to the Point of Beginning. Containing 1.92 acres, more or less.

The purpose of this Warranty Deed is to correct and make certain the name of grantee in that certain Warranty Deed from Richard L. Ridgway, et al, to David Bowling, dated 2/15/88 and recorded in Book 237, Page 391, the correct name of the grantee in said deed being David Lemly Bowling.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date based on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to said grantees or their assigns any deficit on actual proration.

THIS CONVEYANCE is subject to any and all protective covenants, building restrictions, rights of way, easements, mineral reservations, unrecorded servitudes and conveyances applicable to the above described property.

WITNESS MY SIGNATURE this the 30th day of June, 1988.


DAVID BOWLING

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named DAVID BOWLING who acknowledged to me that he signed and delivered the above and foregoing instrument on the day and year therein mentioned, for the purposes therein stated, as his own free act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30th day of June, 1988.

Vivian L. Ryan
NOTARY PUBLIC

My Commission Expires:

12-6-91

GRANTOR:

David Bowling
P.O. Box 12125
Jackson, MS 39236

GRANTEE:

David Lemly Bowling
P.O. Box 12125
Jackson, MS 39236

Ph. - 981-4738

Ph. - 981-4738



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 5 day of July, 19 88, at 9:00 o'clock AM, and was duly recorded on the 105 1988, Book No. 242, Page 048.

BILLY V. COOPER, CHANCERY CLERK BY: J. Cole D.C.



P. O. Box 107
Canton, MS 39046

Phone: (601) 856-5969
Fax: (601) 856-8936

November 17, 2017

Mr. Carl Allen
Madison County Planning and Zoning

RE: Property in NE 1/4 of Section 29, T8N, R2E
Madison County, Mississippi

Dear Mr. Allen:

Please be advised that all areas within the Northeast Quarter of Section 29, Township 8 North, Range 2 East, do lie within Bear Creek Water Association's water and sewer certificated area. This includes the property at the southwest corner of Gluckstadt Road and Distribution Drive. The association will provide any developments within that area such services in accordance with its standard water and sewer extension policies and procedures.

Please contact me if you need any additional information.

Sincerely,

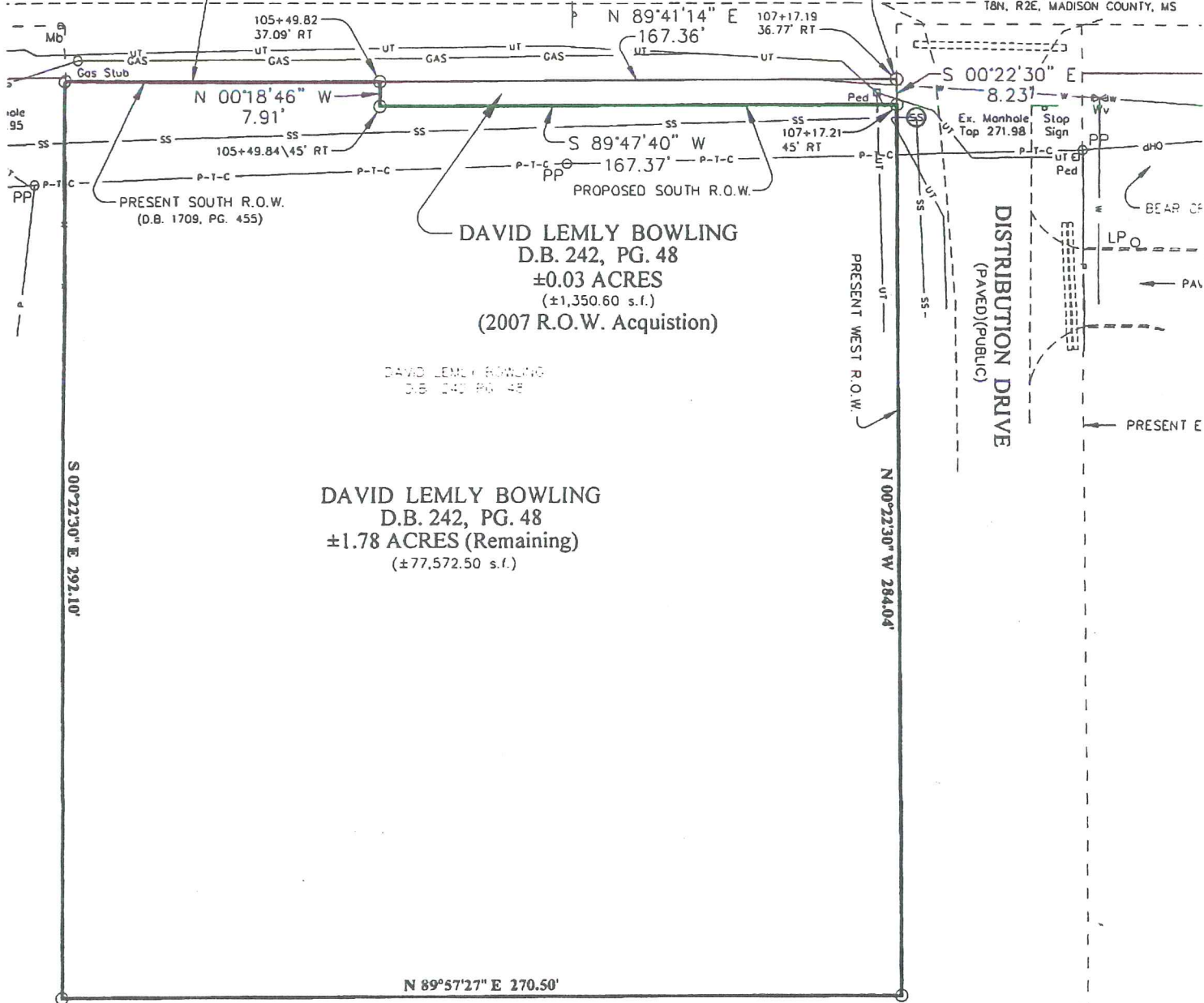
A handwritten signature in dark ink, appearing to read "Nolan P. Williamson".

Nolan P. Williamson, P.E.
General Manager

Delta=1°15'46"
 A=100.38'
 R=4554.64'
 T=50.19'
 Ch.=100.38'
 Ch. Brg.=N 89°40'53" W

GLUCKSTADT ROAD 106+00
 (PAVED)(PUBLIC)

POINT OF BEGINNING
 NE CORNER OF THE DAVID
 LEMLY BOWLING PROPERTY BEING
 2,669.99' SOUTH OF AND 2,053.08'
 EAST OF THE NW CORNER OF THE
 SOUTHEAST 1/4 OF SECTION 20,
 T8N, R2E, MADISON COUNTY, MS



DAVID LEMLY BOWLING
 D.B. 242, PG. 48
 ±0.03 ACRES
 (±1,350.60 s.f.)
 (2007 R.O.W. Acquisition)

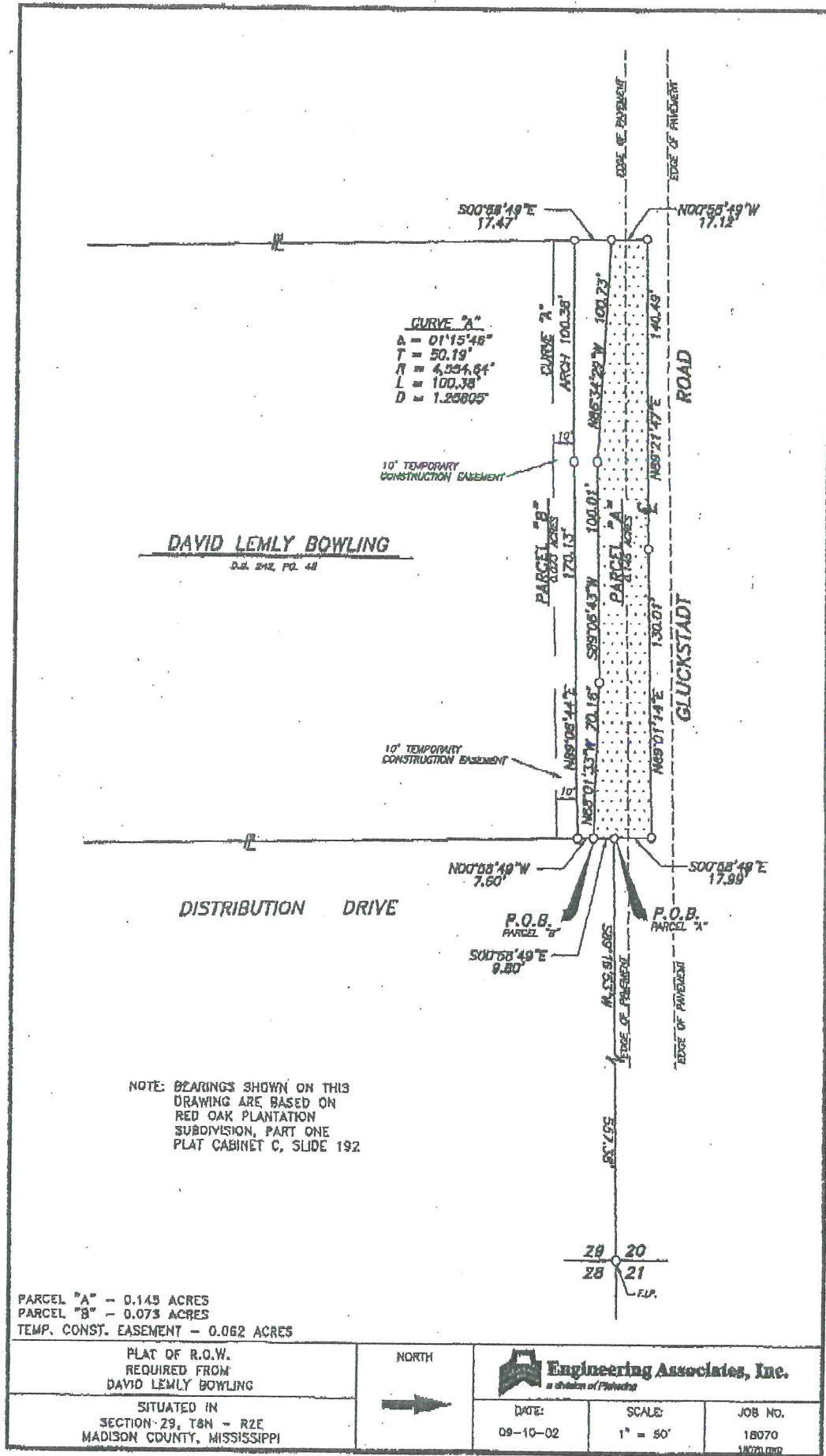
DAVID LEMLY BOWLING
 D.B. 242, PG. 48
 ±1.78 ACRES (Remaining)
 (±77,572.50 s.f.)

DAVID LEMLY BOWLING
 D.B. 242, PG. 48

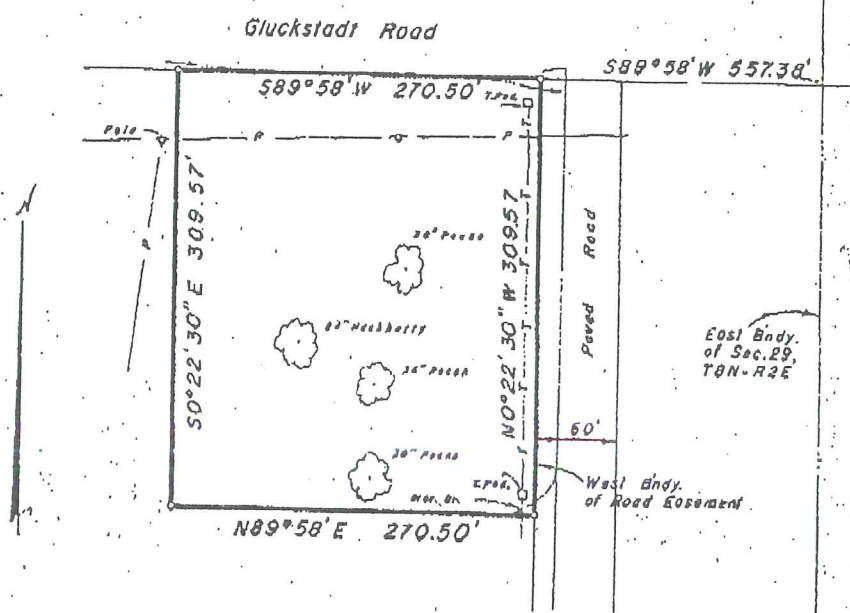
S 00°22'30" E 292.10'

N 00°22'30" W 284.04'

N 89°57'27" E 270.50'



To: Buddy Hoff



DESCRIPTION

BEING SITUATED IN THE E 1/2 OF THE E 1/2 OF SECTION 29, T8N-R2E, MADISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERN BOUNDARY OF AFORESAID SECTION 29, T8N-R2E, WITH THE SOUTHERN R.O.W. LINE OF GLUCKSTADT ROAD AS IT IS NOW (JANUARY, 1988). IN USE AND RUN S89°58'W, ALONG THE SAID SOUTHERN R.O.W. LINE OF GLUCKSTADT ROAD, 557.38' TO THE NE CORNER OF AND THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE S89°58'W, ALONG THE SOUTHERN R.O.W. LINE OF GLUCKSTADT ROAD, 270.50'; RUN THENCE S0°22'30"E, 309.57'; RUN THENCE N89°58'E, 270.50' TO THE WEST BOUNDARY OF A 60.00' WIDE ROADWAY EASEMENT; RUN THENCE N0°22'30"W, ALONG THE WEST BOUNDARY OF SAID ROADWAY EASEMENT, 309.57' TO THE POINT OF BEGINNING, CONTAINING 1.92 ACRES, MORE OR LESS.

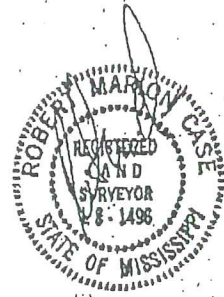
Plat of Survey
for

DAVID BOWLING

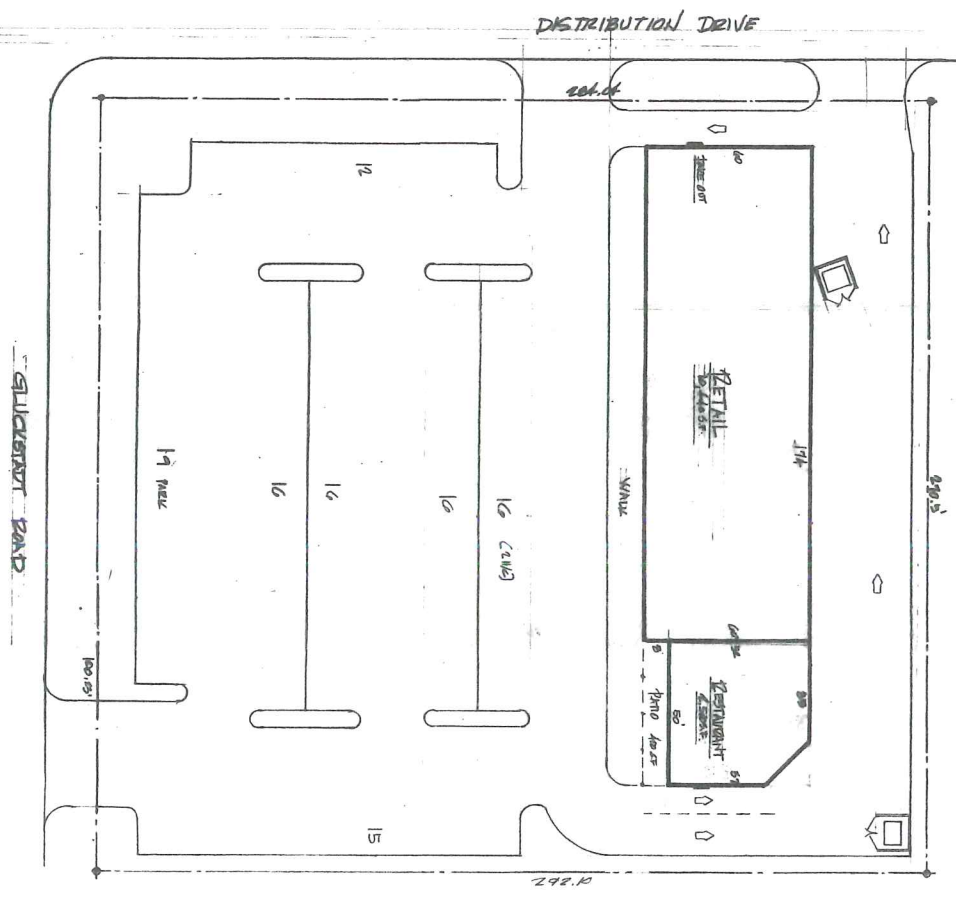
Situated in the E 1/2 of Section 29, T8N-R2E,
Madison County, Mississippi

Case B Associates, Inc.

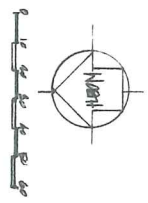
Jackson, Mississippi Scale 1"=20' Jan. 26, 1988



6722



MADISON COUNTY PARKING
 Restaurant - 2,300 s.f./150
 Plus employees 50
 Retail ~~1,200~~ 1,200 s.f./200 15
 Required parking 155
 Parking provided 110



clingen and associates
 539155 NORTH STE. 1108
 PHOENIX, ARIZONA 85021-1001
 PHONE AND FAX 602.731.0901
 E-MAIL: clingenandassociates@clingen.com
 WWW: www.clingen.com

| | | |
|----------|-------|-----|
| DATE | BY | FOR |
| 11-11-11 | HEATH | |
| | | |

E. DAVID COX, BROKER
120 Mannsdale Park Dr., Suite C
Madison, MS 39110

Tel: 601.898.0181

E-mail: edavidcox@aol.com

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

The undersigned Seller agrees to sell the herein described property to the undersigned Purchaser on the terms and conditions stipulated in the following schedule. Both Purchaser and Seller acknowledge that E. David Cox, Broker is the procuring cause of this sale.

1. **DESCRIPTION: 77,592 +/-sq. ft. situated at the southwest corner of Gluckstadt Road**
2. **& Distribution Drive, 39110**
 - A) PRICE: The purchase price of the property is:.....
 - B) LESS EARNEST MONEY:.....
 - C) Balance in CASH OR CERTIFIED FUNDS AT CLOSING or as follows:.
2. **Seller to provide a copy of the existing one time perimeter survey, with price adjusted up or down at \$17.95 per S.F.**
3. **TAXES:** Taxes for the current year are to be pro-rated as of closing date.
4. **HAZARD INSURANCE:** New Policy by purchaser.
5. **TITLE:** The Seller is to furnish a warranty deed and a certificate of title prepared by an attorney, upon whose certificate title insurance may be obtained from a title insurance company qualified to do and doing business in Mississippi. Reasonable time shall be allowed for preparation of and examination of title. Should examination of title reveal defects which can be cured, the Seller hereby obligates himself to cure same as expeditiously as reasonable possible, and to execute and tender a general warranty deed conveying insurable title in accordance with the terms hereof, except for the following items recorded at the Chancery Clerk's Office of Madison County: protective covenants, zoning ordinances, prior mineral reservations, and easements for public utilities. If said title defects cannot be cured within 30 days after specified closing date, then Purchaser shall have the option of having his earnest money returned and being released from further liability hereon, or of having Seller complete the curing of same as expeditiously as possible.
6. **SPECIFIED CLOSING DATE:** Seller represents that the property may be legally used as zoned and that no governmental agency has served any notice requiring repairs, alterations or corrections of any existing condition except as stated herein, or earnest money shall be refunded and this contract canceled. **The absolute closing date shall be on or before April 10, 2018, with time of the essence. If the closing has not occurred by 5 p.m. on April 10, 2018, all earnest money shall be forfeited to Seller and this contract will have no further effect on either party.**
7. **SPECIAL LIENS:** Special Liens against the property shall be paid as follows: by seller if any
8. **POSSESSION:** Possession of said property is to be delivered at closing (payment of required funds by Purchaser and delivery of deed by Seller).
9. **DEPOSIT:** Purchaser has deposited with **Closing Attorney Andy Segre** as earnest money. The same is to be applied to the cash down payment on closing of this transaction. If the title is not insurable as represented herein and cannot be cured, or Seller is otherwise incapable of performing this contract, the earnest money is to be returned to the Purchaser. If

title is found to be insurable as represented herein and the Purchaser is approved on any loan specified as a contingency in this contract and if the Purchaser fails to perform the terms of this contract, one half of said earnest money is to be retained by Broker, provided that the Broker's portion of any such forfeiture shall not exceed the commission he is entitled to under this contract, and Seller shall have the option of treating the remaining one half of said earnest money as liquidated damages for said breach; or, if he deems his actual damages to be in excess thereof, he may institute suit therefore in any court of competent jurisdiction, giving credit on said damages for said earnest money, specified performance being the essence of this contract. Seller of properties sold or exchanged under this contract agree to pay Broker a commission of the agreed upon sales price computed as follows: 4 per cent

10. **THE SALE IS TO BE CLOSED** within 10 days from delivery of copy of proposed deed and certificate of title to Purchaser, or as soon thereafter as said insurable title can be effected.
11. **RESPONSIBILITY OF BROKER:** This instrument is to contain all terms of this sale, and no representations have been made other than are herein contained. No agent or representative of Broker shall have any power to make any representations as to the property or any statement, unless and except fully embodied herein in writing. This instrument shall impose no obligation upon Broker, otherwise than in accordance with its terms, and no agent or representative of Broker has authority otherwise than herein stated to do any act or thing other than herein set forth.
12. **ACCEPTANCE:** The Purchaser hereby represents that he has personally inspected and examined the above mentioned property and all improvements thereon and accepts the property in its "as is" and present condition. Neither party has relied upon any statement or representation not embodied in this contract made by the other party or the sales representative bringing the parties together. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.
13. **DAMAGE BY FIRE, ETC.:** This contract is further conditioned upon delivery of the improvements in their present condition, and in the event of material damage by fire or otherwise, before closing, Purchaser may declare the contract void and shall be entitled to the return of his earnest money, or Purchaser may elect to complete the transaction in accordance with this contract, provided the property is restored by Seller at Seller's expense prior to closing of the sale.
14. **ATTORNEY'S FEES:** If it becomes necessary to insure the performance of the conditions of this contract to employ an attorney then the defaulting party or parties agree to pay reasonable attorney fees and court costs therewith.
15. **SURVIVAL OF CONTRACT:** Except where herein specified to the contrary, all the terms of this contract shall survive the closing of the herein described transaction.
16. **DISCLOSURE BY BROKER:** The undersigned Broker and all salespersons affiliated with the undersigned Broker and any other broker cooperating with the undersigned Broker in the herein described transaction and all salespersons affiliated with any cooperating broker are agents of the Seller and have a fiduciary duty to represent loyally and faithfully the interests of the Seller. While the Broker and salesperson affiliated with the Broker and any cooperating broker and any salesperson affiliated with the cooperating broker will deal with the Purchaser fairly and honestly, they are not the agents of the Purchaser and do not represent the interest of the Purchaser. If the Purchaser considers it necessary, the Purchaser can obtain agency representation of a lawyer or a real estate broker, or both.
17. **TIME:** When complying with the terms and conditions of this contract, the parties to this contract hereby acknowledge that time is of the essence.
18. **SPECIAL PROVISIONS:**
 - 1) The purchaser will immediately apply for a conditional use permit for the property to allow for drive thru windows.
 - 2) Seller may remove Christmas trees prior to closing.
 - 3) The existing sign will be conveyed with the property and all leases will be assigned at closing.
 - 4) This contract may be cancelled for a declared reason with the earnest money totally refundable until twelve noon CST February 10, 2018. After said date, earnest money shall be nonrefundable but applicable to the purchase price.
 - 5) The contract may be extended to April 10, 2018 with an additional nonrefundable but applicable _____ will be put into escrow with Andy Segrest, Atty, and the original nonrefundable \$10,000.00 will be disbursed to the seller.

6) Seller gives Purchaser permission to post 'Coming Soon' to subject property in an effort to acquire tenants, but MAY NOT commence any site work until after title passage.

7) Purchaser will deliver copies of any soil test, survey, or other evaluations done on the subject property immediately upon receipt thereof.

19. **STORM WATER MANAGEMENT:** The Purchaser shall be required to maintain property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued throughout the establishment of permanent vegetative cover. Purchaser acknowledges and agrees that Seller is not responsible for any damages which hereafter may be suffered by Purchaser or other property owners or parties as a result of site preparation work carried out by Purchaser and his/her subcontractors and Purchaser agrees to fully indemnify and hold Seller harmless from any such damages sustained in connection therewith.

20. **STATEMENT:** Each undersigned party to this transaction acknowledges that he has read and understands this contract and hereby acknowledges receipt of a copy of this document. When herein used, the singular includes the plural, the masculine, and the feminine.

WITNESS OUR SIGNATURES THIS THE _____ DAY OF _____, 2017.

 11/10/17  11/10/17
BUYER SIGNATURE(S) DATE SELLER SIGNATURE(S) DATE

Convey deed to:

Address: 

Phones:

H: _____

W: _____

Cell: 

Email: 

Subject to clearance of any check given, the undersigned Broker acknowledges receipt of the above mentioned earnest money and hold the same in trust subject to the terms of this contract.

BROKER: E. David Cox by 

Date: 10 NOV 17

Buyer(s) initials _____ Seller(s) initials _____