

APPLICATION FOR VARIANCE

Total signs on lot 143s.f. reduced to 133

Name and Address of Applicant:

Barnett's Body Shop
120 Autobahn Loop
Madison, MS 39110

APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
12-01-2018	C-2	See (Exhibit A)	Parent parcel 082E-21 - 016/01.00	X	See (Exhibit B)

Other Comments: As per Article 2604 of the Madison County Zoning Ordinance.

Comments

Respectfully Submitted

Barnett's Body Shop

Steve MacMillan (Rainbow Signs)

Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition 2-14-2019 Approved

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

Final disposition of Petition _____

This is to authorize Steve MacMillan of Rainbow signs to represent

Barnett's Body Shop, inc

120 Autobahn Loop

Madison, MS 39110

at the variance meeting for Madison County on January 10, 2019.

A handwritten signature in cursive script, reading "Mary Barnett", is written over a solid horizontal line.

Mary Barnett

Barnett's

BOOK 3461 PAGE 776 DOC 01 TY W
INST # 809624 MADISON COUNTY MS.
This instrument was filed for
record 3/30/17 at 1:57:47 PM
RONNY LOTT, C.C. BY: ILB D.C.

WARRANTY DEED

**THIS DOCUMENT PREPARED BY AND
WHEN RECORDED RETURN TO:**

GRANTORS:

JOHN C. HARRELD
P.O. Box 160
Madison, Mississippi 39130
Ph: (601) 906-1150

and

ANNETTE MARIA SCHMIDT HARRELD
140 Arrington Drive
Madison, Mississippi 39110
Ph: (601) 317-0400

and

RONALD L. HUTCHINSON
384 Church Road
Madison, Mississippi 39110
Ph: (601) 624-7810

ROBERT T. VAN UDEN, III, MS Bar
#100130
Meadowbrook Office Park
1400 Meadowbrook Road, Suite 102
Jackson, Mississippi 39211
Telephone: (601) 936-4910

INDEXING INSTRUCTIONS:

NW ¼ of Section 21, T8N, R2E, Madison
County, Mississippi

*Stubblefield & Yelverton 406
12:00
PH
PU*

GRANTEE:

2016, LLC,
a Mississippi limited liability company
105 Acacia Court
Flowood, Mississippi 39232
Ph: (601) 919-3011

STATE OF MISSISSIPPI
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned GRANTORS,

JOHN C. HARRELD
P.O. Box 160
Madison, Mississippi 39130
Ph: (601) 906-1150

and

ANNETTE MARIA SCHMIDT HARRELD
140 Arrington Drive
Madison, Mississippi 39110
Ph: (601) 317-0400

and

RONALD L. HUTCHINSON
384 Church Road
Madison, Mississippi 39110
Ph: (601) 624-7810

do hereby grant, sell, convey, and warrant unto GRANTEE

2016, LLC,
a Mississippi limited liability company
105 Acacia Court
Flowood, Mississippi 39232
Ph: (601) 919-3011

all of their right, title and interest, being an undivided Twenty-five percent (25%) interest, an undivided Twenty-five percent (25%) interest, and an undivided Fifty percent (50%) interest, respectively, in and to the following described lands and property situated in Madison County, Mississippi, more particularly described as follows, to-wit:

See **EXHIBIT "A"** attached hereto and made a part hereof by reference for description. (Pages 6-7)

together with all improvements situated thereon and all appurtenances thereunto belonging.

IT IS AGREED AND UNDERSTOOD, that this conveyance and the warranty herein contained is made subject to the following exceptions:

1. Gas Pipeline Easement granted to The Madison County Industrial Development Authority by instrument, dated May 18, 1981, and recorded in Book 177 at Page 64.
2. Right of Way Easement granted to Bear Creek Water Association, Inc. by instrument, dated February 10, 2006, and recorded in Book 2019 at Page 22.
3. Utility Easement granted by instrument dated September 18, 2016, and recorded in Book 3400 at Page 303.
4. Utility Easement granted by instrument dated October 21, 2016, and recorded Book 3413 at Page 974.
5. Right-of-Way Instrument granted to Entergy Mississippi, Inc. by instrument dated January 15, 2002, and recorded in Book 512 at Page 447.
6. Right-of-Way Instrument granted to Entergy Mississippi, Inc. by instrument dated February 17, 2003, and recorded in Book 532 at Page 711.
7. Covenants, Conditions and Restrictions as recorded in Book 3211, Page 822.
8. Any and all prior oil, gas and other mineral severances, reservations and conveyances of record.
9. A 20 foot wide utility easement evenly along and adjacent to each boundary line of the Property.

IT IS FURTHER AGREED AND UNDERSTOOD, that this conveyance and the warranty herein contained is made subject to those certain covenants, restrictions, reservations, and other matters set forth on Exhibit "B" attached hereto and incorporated herein.

IT IS FURTHER AGREED AND UNDERSTOOD, that this conveyance is further subject to the following:

1. Grantors' warranty is subject to the environmental condition of the property, soil and drainage conditions, matters shown by the Engineering Service Survey and any matters which would be shown by a current survey and inspection of the property, easements, any prior reservation of minerals and current reservation of minerals by Grantors, covenants & restrictions of record, zoning and all other matters of record pertaining to or affecting the conveyed property.


IT IS FURTHER AGREED AND UNDERSTOOD, that stormwater from the Subject Property shall discharge into the West Detention Pond as depicted on Exhibit "C" attached hereto and incorporated herein by reference. By acceptance of this Warranty Deed, Grantee agrees that Grantee and Grantee's successors and assigns shall be and become a member of the non-profit entity which shall own and maintain the West Detention Pond, and shall pay its proportionate share (based on Grantee's acreage as a percentage of the total acreage served by the West Detention Pond) of the expenses and maintenance costs associated with the said West Detention Pond. Such proportionate share of the maintenance costs shall be assessed to the Grantee on the first day of January of each year commencing January 1, 2017 and shall constitute a lien against the Subject Property until paid in full. A lien for non-payment of such assessment remaining unpaid after 30 days' notice given to

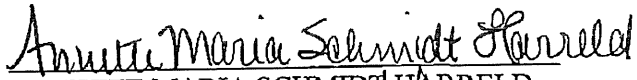
do so may be filed in the Madison County land records and enforced through a court of competent jurisdiction.


IT IS FURTHER AGREED AND UNDERSTOOD, that the ad valorem taxes for the current year shall be the sole liability and obligation of the Grantors, and that the Grantors and the Grantee specifically acknowledge that the Grantors shall pay all of the ad valorem property taxes for the 2017 year.

WITNESS THE SIGNATURE of the undersigned GRANTORS, on this the 30th day of March, 2017.

GRANTORS:

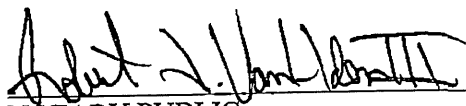

JOHN C. HARRELD


ANNETTE MARIA SCHMIDT HARRELD

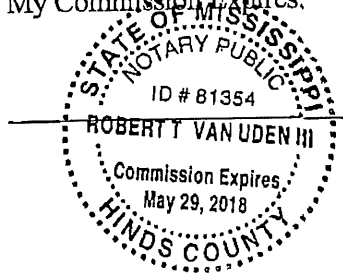

RONALD L. HUTCHINSON

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid county and state, on this the 30th day of March, 2017, within my jurisdiction, the within named JOHN C. HARRELD, who, acknowledged before me that he executed and delivered the above and foregoing Warranty Deed on the day and date therein stated as his voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:



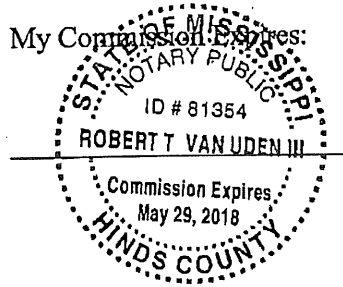
STATE OF MISSISSIPPI
COUNTY OF HINDS

BOOK 3461 PAGE 780

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid county and state, on this the 30th day of March, 2017, within my jurisdiction, the within named ANNETTE MARIA SCHMIDT HARRELD, who, acknowledged before me that she executed and delivered the above and foregoing Warranty Deed on the day and date therein stated as her voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid county and state, on this the 30th day of March, 2017, within my jurisdiction, the within named RONALD L. HUTCHINSON, who, acknowledged before me that he executed and delivered the above and foregoing Warranty Deed on the day and date therein stated as his voluntary act and deed.


NOTARY PUBLIC

My Commission Expires:

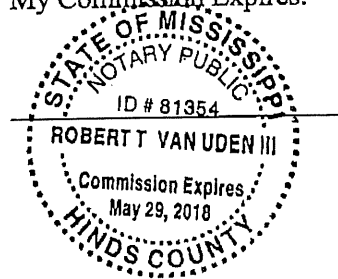
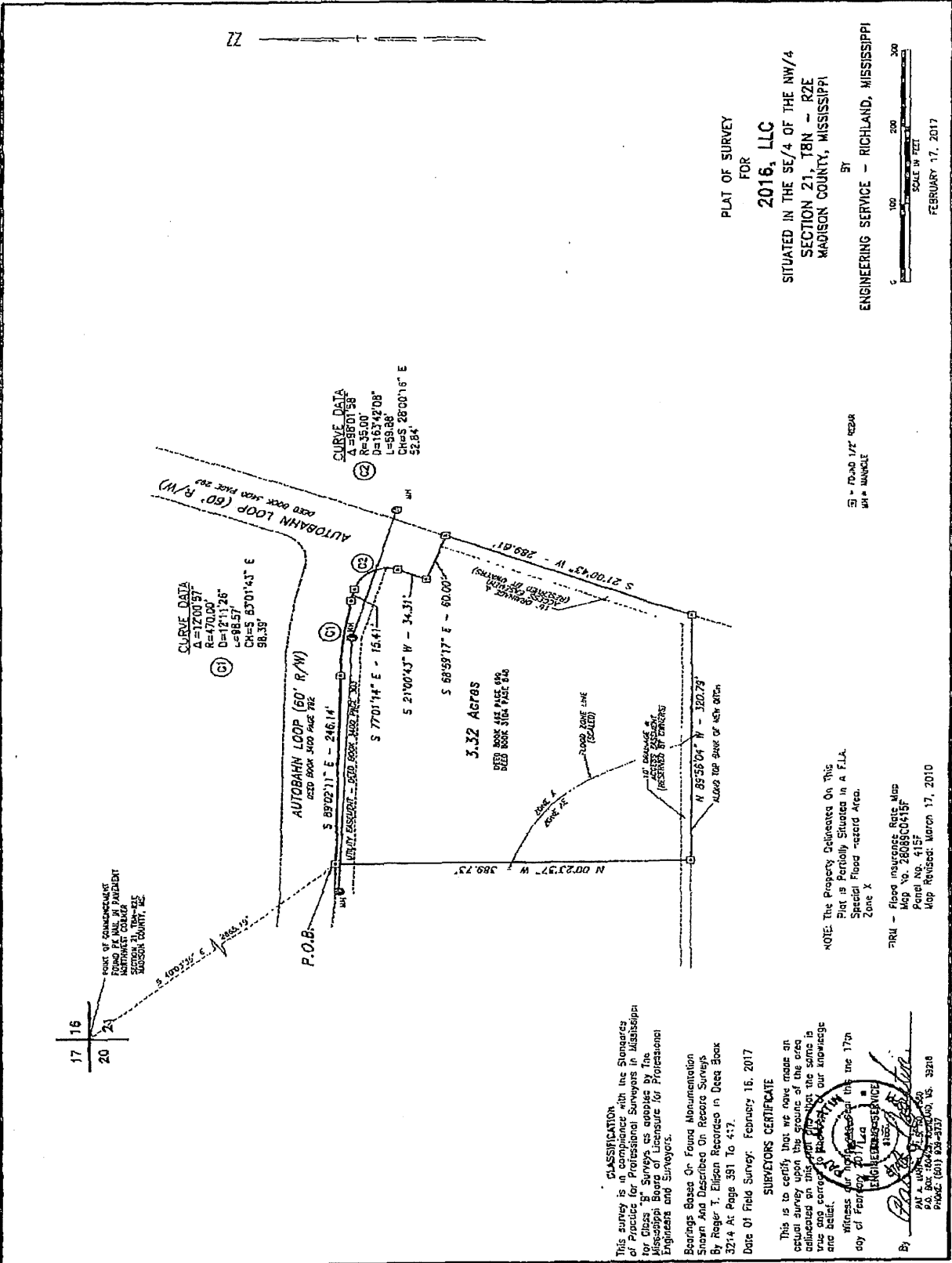


EXHIBIT "A"

A certain tract of land containing 3.32 acres, more or less, situated in the Southeast Quarter of the Northwest Quarter of Section 21, Township 8 North, Range 2 East, Madison County, Mississippi, and being more particularly described as follows:

Commencing at a P.K. nail in pavement marking the Northwest corner of Section 21, Township 8 North, Range 2 East, Madison County, Mississippi; run thence South $40^{\circ}03'35''$ East for 2865.19 feet to a $\frac{1}{2}$ " rebar set on the South line of Autobahn Loop, said point hereinafter referred to as the Point of Beginning:

Thence South $89^{\circ}02'11''$ East along the South line of Autobahn Loop for 246.14 feet to a $\frac{1}{2}$ " rebar; thence Easterly along the arc of a $12^{\circ}11'26''$ curve to the right, said curve having a radius of 470.00 feet and a chord of South $83^{\circ}01'43''$ East for 98.39 feet, for an arc distance of 98.57 feet to $\frac{1}{2}$ " rebar; thence South $77^{\circ}01'14''$ East along the South line of Autobahn Loop for 15.41 feet to a $\frac{1}{2}$ " rebar; thence Southeasterly along the arc of a $163^{\circ}42'08''$ curve to the right, said curve having a radius of 35.00 feet and a chord of South $28^{\circ}00'16''$ East for 52.84 feet, for an arc distance of 59.88 feet to a $\frac{1}{2}$ " rebar; thence South $21^{\circ}00'43''$ West along the West line of Autobahn Loop for 34.31 feet to a $\frac{1}{2}$ " rebar; thence South $68^{\circ}59'17''$ East along the South line Autobahn Loop for 60.00 feet to a $\frac{1}{2}$ " rebar; thence South $21^{\circ}00'43''$ West for 289.61 feet to a $\frac{1}{2}$ " rebar; thence North $89^{\circ}56'04''$ West for 320.79 feet to a $\frac{1}{2}$ " rebar; thence North $00^{\circ}23'37''$ West for 389.73 feet to the Point of Beginning.



PLAT OF SURVEY
FOR
2016, LLC
SITUATED IN THE SE/4 OF THE NW/4
SECTION 21, T8N - R2E
MADISON COUNTY, MISSISSIPPI

BY
ENGINEERING SERVICE - RICHLAND, MISSISSIPPI



FEBRUARY 17, 2017

MARKET 133 42 17-5-0862

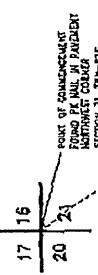
CURVE DATA
A=38701.58'
R=35.00'
D=1674208"
L=59.88'
Ch=5 280001.6" E
52.84'

CURVE DATA
A=1200.57'
R=470.00'
D=121126"
L=98.57'
Ch=5 837014.3" E
98.39'

3.32 ACRES
DEED BOOK 416 PAGE 496
DEED BOOK 318A PAGE 816

NOTE: The Property Delivered On This
Plat is Partially Situated in A.F.L.A.
Special Flood Hazard Area,
Zone X

FRM - Flood Insurance Rate Map
Map No. 26086C0415P
Panel No. 615Z
Map Revised March 17, 2010



CLASSIFICATION
This survey is in compliance with the Standards of Practice for Professional Surveyors in Mississippi for Class "B" Surveys as adopted by The Mississippi Board of Licensure for Professional Engineers and Surveyors.

BEARINGS BASED ON FOUND MONUMENTATION SHOWN AND DESCRIBED ON RECORD SURVEYS
By: Roger T. Ellison Registered Professional Engineer
3214 At Page 391 To 417.
Date of Field Survey: February 16, 2017

SURVEYORS CERTIFICATE
This is to certify that we have made an actual survey upon the ground of the area delineated on this plat and that the same is true and correct to the best of our knowledge and belief.

Witness our hands and the seal of the day of February 17, 2017.

By: *[Signature]*
ENGINEERING SERVICE
P.O. Box 1644
RICHLAND, MS 39218
PHONE: (601) 834-2127

EXHIBIT "B"

COVENANTS, RESTRICTIONS AND RESERVATIONS

These Covenants, Restrictions and Reservations when appended to any deed of conveyance shall run with the Property for a period of 20 years from the date of the conveyance of the Property unless an earlier or later termination date is stated and provided for in the specific covenant, restriction or reservation.

1. **UTILITY EASEMENTS:** Grantor(s) shall retain the following non-exclusive perpetual utility easements in, on, under and over the Property:

(a) A perpetual non-exclusive 20 foot wide utility easement evenly along the interior of the boundary lines of the Property, together with reasonable access thereto; a perpetual non-exclusive 15 foot wide drainage and access easement evenly along the Easterly boundary line of the Property; and a 10 foot drainage and access easement evenly along the South boundary line of the Property.

(b) Grantor(s), or Grantor(s) successors or assigns, without notice to or the further consent of the Property owner(s), may grant the non-exclusive perpetual beneficial use of all or any portion of the aforesaid utility, drainage and access easements to any utility company, service provider, or other person or entity customarily requiring the use thereof for the purpose of installing and/or maintaining utilities therein, or for the construction and maintenance of storm water drainage facilities. In the alternative, Grantor(s) or Grantor(s) successors or assigns, may by appropriate recorded instrument, publically dedicate all or any portion of the said non-exclusive perpetual utility easements and access and drainage easements here reserved to Grantor(s) or Grantor(s) successors or assigns, for the use thereof by any and all utility companies, service providers, or other persons or entities customarily requiring the use of such utility, access and drainage easements.

2. **ARCHITECTURAL CONTROL:**

(a) Grantor(s) shall retain architectural control and/or approval, over all exterior fencing (chain link fencing be expressly prohibited), lighting, signs, logos, or similar advertising, and the exterior design, color scheme, material and finish of the construction of all buildings, structures and improvements placed, constructed or erected on the Property. Said plans shall be reviewed and approved within ten (10) days of presentation to Grantor(s).

(b) The South and West side or portion of any building or other structure constructed on the Property, or any part or portion thereof, shall be constructed of brick, split faced block, stucco, or other materials which have been first approved by Seller.

(c) Grantor(s) and Grantor(s) successors or assigns, shall retain site plan approval of the Property for all improvements to be made to the Property, including, but not limited to all landscaping, construction, finished grade and the location of improvements on the Property and landscaping. Said plans shall be reviewed and approved within ten (10) days of presentation to Grantor(s).

(d) All customer and employee parking areas shall be constructed with a standing curb and shall be surfaced with concrete or asphalt.

(e) Unless otherwise approved in writing by Grantor(s) and Grantor(s) successors or assigns, all loading areas shall be located to the rear of all structures or buildings and shall be designed as an integral part of the structure or building which it serves. Trucks and other delivery vehicles shall not park in, impair, block or otherwise obstruct any street or roadway constructed or designed for the use of the general public, or any access drive or way which would be used to evacuate the Property or premises in the event of an emergency or disaster, or to provide access to any emergency vehicle in the event of an emergency or disaster.

3. **MAINTENANCE:**

(a) The Property and all improvements situated thereon shall at all times be kept and maintained in good repair and in a safe, attractive, neat, clean, groomed and aesthetically pleasing condition. Improved areas of the Property shall not be permitted to fall into disrepair and unimproved areas of the property (including unimproved portions of any street or road right of way) shall be regularly cleaned, mowed and trimmed.

(b) All garbage and trash shall be placed in dumpsters or other approved containers which shall not be permitted to overflow and which shall be placed in an approved enclosure or otherwise suitably screened from the view of the general public and adjacent properties.

4. **RESTRICTIONS:**

(a) No owner of all or any part or portion of the Property, or any other person or entity, shall sell, or permit be sold thereon any sexually explicit or suggestive products, devices or materials of any kind or type whatsoever, including by way of example, but not limited to books, magazines, drawings, dolls, recordings, pictures, tapes, movies, devices, or similar or like products of any kind or character, which are prohibited by law or statute or are sexually explicit or suggestive by their nature or content, whether or not the nature of any such products or materials can be determined from their packaging, container, covering or wrapper.

(b) Where permitted, any convenience store or similar business building or facility constructed on the Property shall be similar in construction to the Texaco convenience store which is located on Highway 22 near Interstate 55 in Canton, Mississippi.

(c) No convenience store or other retail business selling motor vehicle petroleum based fuels, i.e., gasoline, blended fuels and diesel fuels, shall be located within 500 feet of the centerline of the intersection of Church Road and Calhoun Parkway for a period of ten (10) years from and after May, 2014; however, the retail sales of small quantities of prepackaged kerosene, propane, butane, oils, white gas, lantern and lamp fuels, lubricants, additives, canned or bottled fuels and like products, and natural gas, propane gas or hydrogen gas fueling stations and like businesses, are expressly excluded from this restriction.

(d) Neither the Property or any building or other improvement constructed on the Property shall be used in whole or in part for residential purposes; human or animal burial grounds, cemeteries, crematoriums; commercial incineration or recycling; burial, disposition or storage of hazardous or toxic materials; scrap, junk, or salvage yards; dumping, storage, incineration, or burial of rubbish, garbage, trash, or waste of any kind; slaughterhouses, animal hospitals, kennels and facilities for housing, boarding and/or caring for animals; drive in movie theaters or other open air facilities, tourist cabins or courts (not including hotels, motels or like facilities); amusements parks, tattoo parlors, pool halls, adult entertainment, or like facilities; truck stops or like facilities.

(e) No activities shall be permitted to be conducted on the Property which will permit, cause or allow to be generated any hazardous or noxious condition, smoke, fumes, gases, dust, odors, residue, irritants, vibrations or loud or irritating noises, which are unsafe, hazardous or unsafe to persons or animals, or repulsive to the human senses, or any other use similar to those uses here prohibited whether or not here specifically mentioned.

(f) No part or portion of the Property shall be operated as an independent used motor vehicle dealership for a period of seven (7) years from May, 2015.

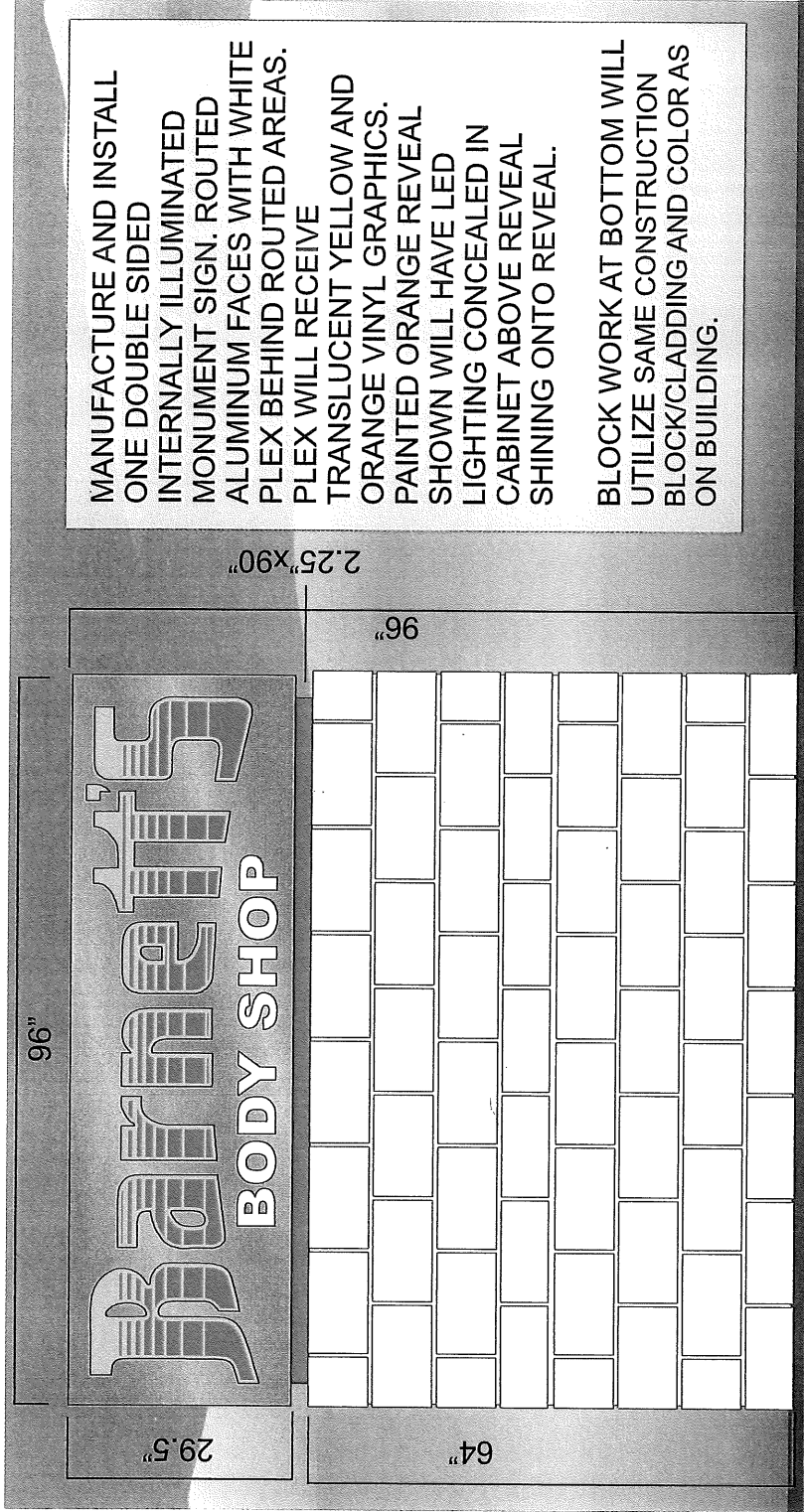
5. **VARIANCE:** Upon written application therefor by the Property owner and for good cause shown, Grantor(s) or Grantor(s) successors or assigns, or any two of them, or any two of their successors or assigns, may in their sole judgment grant a variance in whole or in part to the application and compliance with any covenant, restriction or reservation herein imposed on the applicable Property where any such variance would not be in violation of any applicable governmental statute, ordinance, law, rule or regulation. Any such variance so granted pursuant to this Paragraph 5 shall be reduced to writing and recorded among the land records of Madison County, Mississippi.

6. **ENFORCEMENT:**

(a) These Covenants, Restrictions and Reservations may be enforced by an action brought before the Chancery Court of Madison County, Mississippi, by any neighborhood, community, property owner, person, or entity who has been or is being damaged by a violation thereof, who has suffered non-monetary damages as the result of a violation thereof, or who would otherwise benefit from the enforcement of these Covenants, Restrictions and Reservations. The foregoing does not limit the right of any two of the Grantors executing this conveyance or any two of their successors or assigns from amending these covenants or granting a variance with compliance of same.

(b) In the event an action is brought to enforce the performance of one or more of these Covenants, Restrictions and Reservations, the prevailing party shall be entitled to collect all of the prevailing party's reasonable and necessary cost and expenses, including reasonable attorney's fees, of, from and against the non-prevailing party, or, in the event neither party shall clearly prevail over the other, then to have such fees and cost, including reasonable attorney's fees, apportioned between the parties by the Court.

19.6 s.f. Per Face



MANUFACTURE AND INSTALL ONE DOUBLE SIDED INTERNALLY ILLUMINATED MONUMENT SIGN. ROUTED ALUMINUM FACES WITH WHITE PLEX BEHIND ROUTED AREAS. PLEX WILL RECEIVE TRANSLUCENT YELLOW AND ORANGE VINYL GRAPHICS. PAINTED ORANGE REVEAL SHOWN WILL HAVE LED LIGHTING CONCEALED IN CABINET ABOVE REVEAL SHINING ONTO REVEAL.

BLOCK WORK AT BOTTOM WILL UTILIZE SAME CONSTRUCTION BLOCK/GLADDING AND COLOR AS ON BUILDING.



APPROXIMATED EVENING ILLUMINATED VIEW

ROUTED FACES WITH WHITE PLEX BEHIND. TRANSLUCENT 3M VINYL OVERLAY ON PLEX PAINTED REVEAL. ORANGE/AMBER LEDS CONCEALED IN TOP CABINET SHINING DOWN ON REVEAL.

- 3M TRANSLUCENT YELLOW PMS116
- 3M TRANSLUCENT TANGERINE PMS1575 - PAINT COLOR TO MATCH ON REVEALS
- WHITE PLEX
- METALLIC SILVER PAINTED FINISH - CABINETS

Signs Evolve from Concept to Completion

RAINBOW Signs, Inc.
www.rainbow-signs.com

LICENSED • BONDED • INSURED
337 HWY. 80 West • Jackson, MS 39207
Tel / 601-353-7711 • Fax / 601-353-1001
steve@rainbow-signs.com



PROJECT: **BARNETTE'S BODY SHOP**

LOCATION: **GLUCKSTADT, MS**

CUSTOMER APPROVAL: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

REPRESENTATIVE: **Steve MacMillan**

DRAWN BY: **Chuck Jett**

DATE: **01/30/2019**

SCALE: **1/2" = 1' - 0"**

SHEET: **1 of 1**

DRAWING NO.: **CJ013010-05**

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