

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

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

PETITIONER: *Stillhouse Creek, LLC*

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

Comes now *Stillhouse Creek, LLC*, owner of the hereinafter described land and property, and files this petition with the Board of Supervisors of Madison County, Mississippi, to rezone and reclassify a tract or parcel of land situated in Section Township N, Range, Madison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT A

from its present Zoning District Classification of *R-2* District to a *PURD* District, in support thereof would respectfully show as follows, to-wit:

1. The subject property consists of *64* acres.
2. The zoning proposed (is) is not in compliance with the adopted Land Use and Transportation Plan of Madison County, but is the highest and best use.
3. List of changes or conditions that support rezoning:

SEE EXHIBIT B

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that this petition be received, and after due consideration, the Board of Supervisors of Madison County will enter an order amending the land use plan to reflect **PURD** zoning, and reclassifying this property from its present **R-2** District classification to a **PURD** District.

Respectfully submitted, this the **27<sup>th</sup>** day of **March**, 2015.

**J. Blake Cuss**, Petitioner  
**Stillhouse Creek, LLC member**

EXHIBIT "E"

# BEAR CREEK WATER ASSOCIATION



P.O. Box 107  
Canton, MS 39046

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

March 31, 2006

Mr. Brad Sellers  
P. O. Box 404  
Canton, MS 39046

Re: 65+/-Acres, SE1/4 Section 13 & SW1/4 Section T8N,R1E, North side of Stribling Road East of McMillon Road South of Lake Caroline and across from Dewese Road and Ashbrooke

Dear Brad:

A portion of the above referenced property is located in the Bear Creek Water Association service area for both water and sewer. The Association will make service available in accordance with its service extension policies.

Please let me know by calling 601.856.5969 if you have questions regarding this.

Sincerely,



H. A. (Tony) McMullen  
General Manager

Cc: Mr. Horace B. Lester, Jr., P. E.

**Prepared By and After Recording Return To:**

Jason L. Poulson (MSB No. 102448)  
Watkins & Eager PLLC  
P.O. Box 650  
Jackson, MS 39205  
(601) 965-1900

**Indexing Instructions:**

Northeast ¼, Northwest ¼ and  
Southwest ¼ of Section 13, Northeast ¼  
and Southeast ¼ of Section 14,  
Township 8 North, Range 1 East,  
Madison County, Mississippi

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**AGREEMENT**

THIS AGREEMENT (this "Agreement"), is made and entered into as of March 19<sup>th</sup>, 2015, by and among **Stillhouse Creek, LLC**, a Mississippi limited liability company, its successors and/or assigns (the "Developer"), having an address of P. O. Box 1260, Ridgeland, Mississippi 39158, and **Paul R. Westwood and Karen L. Westwood**, husband and wife and adult residents of the State of Mississippi, and their successors and assigns (the "Adjoining Landowner"), having an address of 606 Stribling Road, Madison, Mississippi 39110.

**RECITALS**

A. The Developer is the owner of certain real property consisting of approximately 64.13 acres located in Madison County, Mississippi and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), upon which the Developer is proposing to develop a residential subdivision, consisting of approximately 156 lots and various Greenspace and detention areas (the "Project"), as set forth on the conceptual drawing attached hereto as Exhibit B (the "Concept Plan"); and

B. In connection with Developer's proposed development of the Project, Developer is required to seek and obtain certain unconditional approvals, including, without limitation, those of the Planning and Zoning Department of Madison County, Mississippi and the Madison County Board of Supervisors (collectively, the "Approvals"); and

C. In consideration of the Adjoining Landowner's ongoing and continued support of the Project, and its ongoing and continued agreement to neither contest nor oppose the Project or the Concept Plan in any manner, either directly or indirectly, and to execute a Letter of Support upon request by the Developer (collectively, the "Agreements"), Developer has agreed to undertake certain obligations to and for the benefit the Adjoining Landowner, as more particularly set forth herein.

Now, therefore, for and in consideration of the sum of \$10.00, cash in hand paid, the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereby agree as follows:

1. Agreement Number One. In consideration of the Agreements by the Adjoining Landowner, the Developer agrees to grant and convey unto the Adjoining Landowner, by special warranty deed, subject to permitted exceptions reasonably acceptable to Developer, a parcel of land twenty-five (25) feet in width (the "Strip"), as described on Exhibit C attached hereto and made a part hereof, and being adjacent to the real property owned by the Adjoining Landowner. Developer shall convey the Strip to the Adjoining Landowner within sixty (60) days following receipt by Developer of the Approvals.

2. Agreement Number Two. In consideration of the Agreements by the Adjoining Landowner, subject to receipt of the Approvals by the Developer, the Developer agrees to construct a six foot (6') iron fence along the boundary line of the Strip. The fence shall be constructed of materials and appearance selected by the Developer, and shall be constructed during the first phase of the Project. Additionally, in connection with the construction of the fence, Developer agrees not to cut or remove any trees greater than eight inches (8") in diameter, measured at a point five feet (5') from the ground, except for any tree(s) mutually agreeable to both Developer and Adjoining Landowner. In furtherance thereof, Developer shall modify and/or adjust the location of the fence, either onto the Property, or onto the property of the Adjoining Landowner, in order to avoid cutting or removal of any such tree(s). Prior to construction of the fence, Developer agrees stake the proposed location of the fence, including any proposed modifications and/or adjustments to avoid removing or cutting any trees greater than eight inches (8") in diameter, and such location shall be mutually acceptable to both Developer and Adjoining Landowner.

3. Agreement Number Three. In consideration of the Agreements by the Adjoining Landowner, subject to receipt of the Approvals by the Developer, the Developer agrees to cause the subsequent owner(s) of proposed Lots 145, 146 and 147 to construct a six foot (6') wooden fence along the rear property lines of such proposed Lots 145, 146 and 147. Such fences shall be required to be constructed prior to completion of the homes constructed on such proposed Lots.

4. Agreement to Execute Letter of Support. In consideration of the agreements by the Developer set forth in this Agreement, Adjoining Landowner, if requested by Developer, agrees to execute a letter of support to the Planning and Zoning Department of Madison County, Mississippi and the Madison County Board of Supervisors, in form and substance reasonably acceptable to Developer. Adjoining Landowner shall execute such letter of support within three (3) business days following request by the Developer.

5. Developer's Obligations Subject to Receipt of Approvals. Notwithstanding anything contained herein to the contrary, any and all obligations and agreements of the Developer contained herein are subject to and conditioned upon, in all respects, receipt by the Developer of the unconditional Approvals, in form and substance satisfactory to Developer.

6. Breach by Adjoining Landowner. In the event of a breach by the Adjoining Landowner of its covenants and agreements set forth in this Agreement, the obligations of the Developer shall automatically terminate, and the Developer shall be entitled to pursue all remedies, at law and in equity.

7. Material Inducement and Consideration. Developer and the Adjoining Landowners expressly acknowledge and agree that the respective covenants and agreements of the parties contained herein constitute material consideration, and that such covenants and agreements constitute a material inducement by each party to cause the other party to enter into this Agreement. Further, the Adjoining Landowner hereby forever waives and releases any right, whether at law, in equity or otherwise, to contest or oppose the Project in any manner, either directly or indirectly.

8. Agreement to Execute Additional Documents Instruments; Memorandum. The parties agree to execute and deliver any instruments in writing necessary to effectuate any covenant or agreement contained in this Agreement whenever the occasion shall arise and request for such instrument shall be made. At the request of either party, the parties shall execute a memorandum of this Agreement for recordation, the cost of which shall be borne by the party requesting the same.

9. Governing Law. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to conflicts of laws.

10. Section Headings. The section headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement and shall be ignored in construing and interpreting this Agreement.

11. Construction of Agreement. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Successors and Assigns; Assignment. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the Developer, without the consent of the Adjoining Landowner, shall be permitted to assign this Agreement to an affiliate formed for the purpose of owning and developing the Project.

14. Entire Agreement; Amendments. This Agreement (and all schedules hereto)

constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party hereto or any employee, representative or agent thereof, shall be binding upon any party hereto unless specifically set forth in this Agreement or in subsequent amendments. This Agreement cannot be amended except by a written document duly executed by the Developer and the Adjoining Landowner.

15. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.

**[Execution Pages Follow]**

WITNESS the signature of the undersigned, as of the day and year first written above.

**DEVELOPER:**

STILLHOUSE CREEK, LLC,  
a Mississippi limited liability company

By: Cress Development, LLC,  
a Mississippi limited liability company,  
Member

By: *J. Blake Cress*  
Blake Cress, Manager

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 19<sup>th</sup> day of March, 2015, within my jurisdiction, the within named Blake Cress, 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 entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

*J. D. Shanks, Jr.*  
NOTARY PUBLIC


My commission expires: 1/31/2016

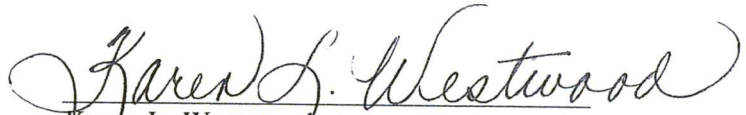




WITNESS the signatures of the undersigned, as of the day and year first written above.


**ADJOINING LANDOWNER:**

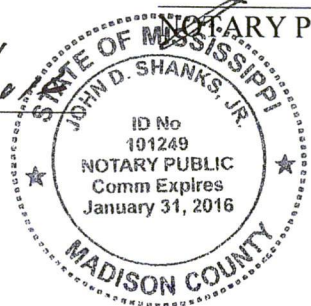
  
Paul R. Westwood

  
Karen L. Westwood

STATE OF MISSISSIPPI  
COUNTY OF MADISON


Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of March, 2015, within my jurisdiction, the within named Paul R. Westwood, who acknowledged that he executed the above and foregoing instrument.

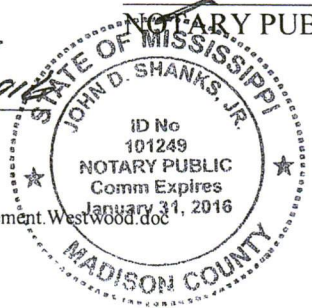
My commission expires: 1/31/2016   
NOTARY PUBLIC



STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of March, 2015, within my jurisdiction, the within named Karen L. Westwood, who acknowledged that he executed the above and foregoing instrument.

My commission expires: 1/31/2016   
NOTARY PUBLIC



## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

A tract or parcel of land containing 64.13 acres, more or less, lying and being situated in the Northwest 1/4 and the Southwest 1/4 of Section 13 and the Northeast 1/4 and the Southeast 1/4 of Section 14, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 4 inch x 5 inch concrete monument marking the Southeast corner of said Section 13; run thence North for a distance of 2,225.71 feet; thence West for a distance of 3,455.52 feet to a found 1/2 inch iron pin marking the Southwest corner of the Westwood property as recorded in Deed Book 495, Pages 494-496 in the Office of the Chancery Clerk of Madison County and the Point of Beginning of the herein described property; thence North 89 degrees 50 minutes 50 seconds West along the North right of way of Stribling Road for a distance of 2,169.33 feet to a found concrete right of way monument; thence North along the East line of the Harreld Trust property as recorded in Deed Book 411, Pages 307-311 and the East line of the Fyke property as recorded in Deed Book 395, Pages 212-214 in the Office of the Chancery Clerk of Madison County for a distance of 1,286.65 feet to a set 1/2 inch iron pin marking the Southwest corner of the Canton Municipal Utilities of the City of Canton property as recorded in Deed Book 278, Pages 190-263 in the Office of the Chancery Clerk of Madison County; thence South 89 degrees 53 minutes 59 seconds East along the South line of said Canton Municipal Utilities of the City of Canton property and the South line of South Glen Subdivision of Lake Caroline as recorded in Plat Cabinet C, Slide 108 and the South line of Lake Caroline, Phase One as recorded in Plat Cabinet C, Slides 47-50 in the Office of the Chancery Clerk of Madison County for a distance of 2,169.73 feet to a found iron pin marking the Northwest corner of the Hood property as recorded in Deed Book 340, Page 672 in the Office of the Chancery Clerk of Madison County; thence South 00 degrees 01 minutes 05 seconds West along the West line of said Hood property and the West line of the Westwood property as recorded in Deed Book 518, Pages 67-68 and the West line of the Westwood property as recorded in Deed Book 495, Pages 494-496 in the Office of the Chancery Clerk of Madison County for a distance of 1,288.65 feet to the Point of Beginning.

EXHIBIT A (cont.)

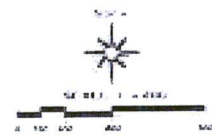
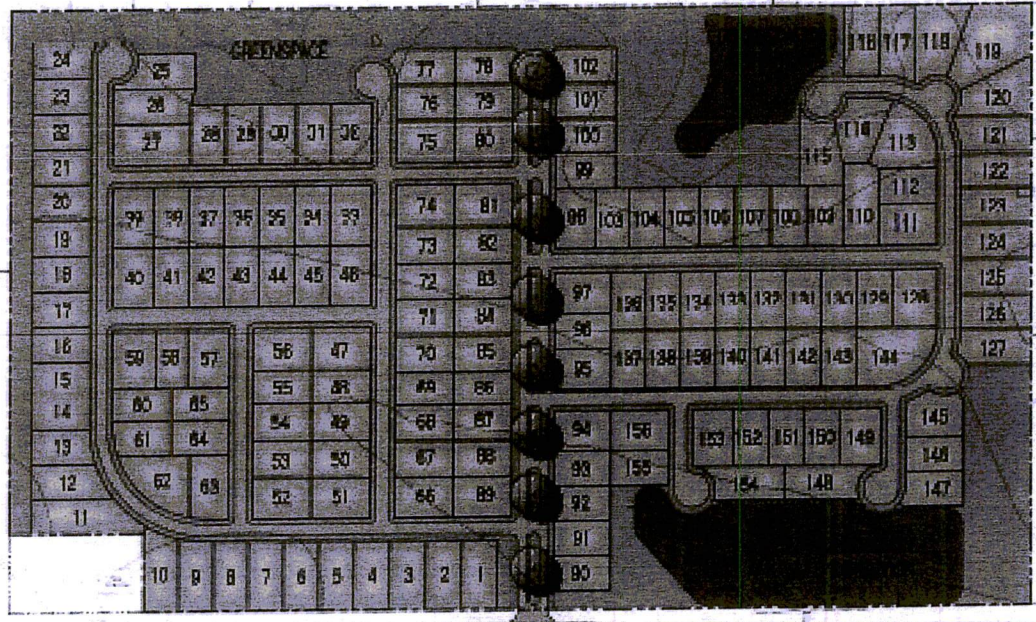
LESS AND EXCEPT:

A parcel of land containing 0.92 acres (40,239.36 square feet), more or less, being situated in the Eastern 1/2 of Section 14, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

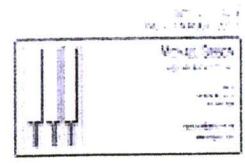
Commence at a found iron pin on the Northern right of way of Stribling Road (a 100 foot row), said pin being 2,231.49 feet North of and 5,624.84 feet West of the Southeast corner of Section 13, T-8-N, R-1-E, Madison County, per that deed recorded in Book 2157 at Page 835 of the Madison County land records, reference to said deed being made as a part of this description; run thence North for a distance of 126.53 feet to a set iron pin on the North Right of Way line of a private drive (a 50 foot row), and the Point of Beginning for the parcel herein described; from said Point of Beginning, continue thence North for a distance of 43.47 feet; thence S 89 degrees 50 minutes 50 seconds East for a distance of 283.10 feet; thence South for a distance of 170.00 feet to a point of the Northern Right of Way line of Stribling Road; thence run along said Right of Way North 89 degrees 50 minutes 50 seconds West for a distance of 150.00 feet to the intersection of said Right of Way line with the Northern Right of Way line of a private drive; thence leave said Right of Way of Stribling Road and run along said Right of Way of private drive North 47 degrees 25 minutes 03 seconds West for a distance of 187.55 feet to the Point of Beginning.

**EXHIBIT B**  
**CONCEPT PLAN**

**[See Attached]**



DEVELOPMENT SUMMARY  
 156 LOTS  
 APPROX. LOT SIZE: 75' X 123'-150'



**EXHIBIT C**

**LEGAL DESCRIPTION OF 25' STRIP**

### DESCRIPTION – WESTWOOD TRACT

A parcel or tract of land containing, **0.33 acres**, more or less, lying and being situated in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 13, T8N-R1E, Madison County, Mississippi, being a part of the Stillhouse Creek, LLC property as described in Deed Book 3096 at Page 844 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi and being more particularly described as follows:

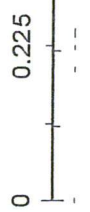
**BEGINNING** at the SE corner of the above referenced Stillhouse Creek, LLC property, said point being and lying on the Northerly Right-of-Way of Stribling Road, said point being 2231.49 feet North and 5624.84 feet West of the SE corner of said Section 13, T8N-R1E, said point also being and lying at the SW corner of the Paul Westwood & Karen L. Westwood property as described in Deed Book 495 at Page 494 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; run thence

North 89 degrees 50 minutes 50 seconds West along said Northerly Right-of-Way of said Stribling Road for a distance of 25.00 feet; thence

Leaving said Northerly Right-of-Way of said Stribling Road, run North 00 degrees 01 minutes 05 seconds East for a distance of 581.78 feet; thence

South 89 degrees 47 minutes 50 seconds East for a distance of 25 feet, more or less, to the NW corner of the Paul R. Westwood & Karen L. Westwood property as described in Deed Book 518 at Page 67 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Southerly along the Westerly boundary of said Westwood property for a distance of 580.80 feet, more or less, to the **POINT OF BEGINNING** of the above described parcel or tract of land.





**RECEIVED**  
**MAY 22 2015**

**BEFORE THE BOARD OF SUPERVISORS  
OF MADISON COUNTY, MISSISSIPPI**

**IN THE MATTER OF REZONING OF  
CERTAIN LAND SITUATED IN SECTION 13  
AND SECTION 14, TOWNSHIP 8 NORTH,  
RANGE 3 EAST, MADISON COUNTY, MS**

**PETITIONER: STILLHOUSE CREEK, LLC**

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**TAMARA W. HARRELD**

**APPELLANT**

**APPEAL OF RECOMMENDATION OF THE MADISON COUNTY,  
MISSISSIPPI PLANNING COMMISSION AUTHORIZING**

**COMES NOW ,TAMARA W. HARRELD**, 492 Stribling Road, Madison, Mississippi 39110, and makes this appeal to the Madison County, Mississippi Board of Supervisors pursuant to the provisions of Section 2613.02 of the Madison County, Mississippi Zoning Ordinance of 2013, and in support thereof would respectfully show as follows, to-wit:

1. After consideration of Petitioner's rezoning request at its regular meeting held on May 7, 2015, the Madison County, Mississippi Planning Commission adopted a resolution to recommend to the Madison County, Mississippi Board of Supervisors that the Petitioner's rezoning request as set forth in Petitioner's Rezoning Petition be granted by the Madison County, Mississippi Board of Supervisors and the subject property be duly rezoned from its present use district zoning classification of R-2 Single Family Residential to a PURD use district classification, and the Land Use Map of Madison County, Mississippi be duly amended to reflect such rezoning and reclassification of the subject property.

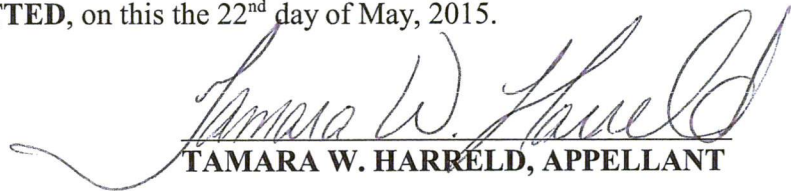
2. Being a party aggrieved by the recommendation made or to be made by the Madison County, Mississippi Planning Commission as adopted at its regular meeting held on May 7, 2015,

Appellant now makes this appeal to the Board of Supervisors of Madison County, Mississippi and respectfully request that the Madison County, Mississippi Board of Supervisors hold and conduct a public hearing on the matter of the rezoning and reclassification of the subject property after notice of such public hearing having been first duly posted and published to a day, date, time and place certain in accord with Section 2613.04 of the Madison County, Mississippi Zoning Ordinance and other applicable provisions of the Madison County, Mississippi Zoning Ordinance and the laws of the State of Mississippi in such cases required.

3. This Appeal has been filed with the Madison County, Mississippi Zoning Administrator within fifteen (15) days of the vote of the Madison County, Mississippi Planning Commission on the recommendation complained of in compliance with the requirement of Section 2613.02 of the Madison County, Mississippi Zoning Ordinance of 2013.

4. Appellant has deposited all fees and cost required to be paid with the filing of this appeal with the Chancery Clerk of Madison County, Mississippi in accord with the requirements of Section 2613.03 of the Madison County, Mississippi Zoning Ordinance of 2013.

**RESPECTFULLY SUBMITTED**, on this the 22<sup>nd</sup> day of May, 2015.

  
**TAMARA W. HARRELD, APPELLANT**

**RECEIVED AND FILED** on this the 22<sup>nd</sup> day of May, 2015.

  
**ZONING ADMINISTRATOR,  
Madison County, Mississippi**

Prepared by:

Phillip M. Nelson, MSB #3810  
Attorney at Law  
P. O. Box 2734  
Madison, MS 39130  
(601) 856-8869  
[pmnlaw@bellsouth.net](mailto:pmnlaw@bellsouth.net)

**PROOF OF PUBLICATION  
THE STATE OF MISSISSIPPI  
MADISON COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Madison County, Mississippi,

ALICIA COLLINS

an authorized clerk of the MADISON COUNTY HERALD, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/16/2015

Size: 1,079 words / 1.00 col. x 245.00 lines

Published: 1 time(s)

Total: \$64.74

Signed Alicia Collins  
Authorized Clerk of  
The Madison County Herald

SWORN to and subscribed before me on 4/16/2015.

Gloria A. Joiner  
Notary Public

GLORIA A. JOINER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)



/s/Scott Weeks,  
Zoning Administrator  
Publish: April 16, 2015  
0200484455-01

**PASTE PROOF HERE**

C58842  
MADISON CO.BRD. OF SUPR-CYNTHI,  
0200484455  
Stillhouse Creek llc PURD

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that Stillhouse Creek LLC has filed a petition with the Board of Supervisors of Madison County, MS, to request Rezoning of certain property, pursuant to the Zoning Ordinance of Madison County, Mississippi, to amend the Zoning Maps adopted pursuant thereto, by rezoning R-2 Residential to a PURD Planned Unit Residential District, to-wit:

A parcel of land containing 64.13 acres, more or less, lying and being situated in the Northwest Quarter NW1/4 and the Southwest Quarter (SW1/4) of Section 13 and the Northeast Quarter (NE1/4) and the Southeast Quarter (1/4) of Section 14, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 4 inch x 5 inch concrete monument marking the Southeast corner of said Section 13; run thence North for a distance of 2,225.71 feet to a point; run thence West for a distance of 3,455.52' to a one-half inch iron pin marking the southwest corner of the Westwood property as recorded in Deed Book 495, Pgs. 494-196, in the Office of the Chancery Clerk of Madison County, which point is the Point of Beginning of the herein described property, to-wit:

Run thence North 89° 50' 50" West along the North right of way of Stribling Road for a distance of 2,169.33' to a found concrete right of way monument; run thence North along the East line of the Harrel Trust property as recorded in Deed Book 411, Pgs. 307-311, and along the East line of the Fyke property as recorded in Deed Book 395, Pgs. 212-214 in the office of the Chancery Clerk of Madison County for a distance of 1,286.65 feet to a set one-half inch iron pin marking the southwest corner of the Canton Municipal Utilities of the City of Canton property as recorded in Deed Book 278, Pgs. 190-263 in the office of the Chancery Clerk of Madison County; run thence South 89° 53' 59" East along the South line of said Canton Municipal Utilities of the City of Canton property and the South line of South Glen Subdivision of Lake Caroline as recorded in Plat Cabinet C, Slide 108 and the South line of Lake

Caroline, Phase One, as recorded in Plat Cabinet C, Slides 47-50 in the office of the Chancery Clerk of Madison County for a distance of 2,169.73' to a found iron pin marking the northwest corner of the Hood property as recorded in Deed Book 340, Page 672 in the office of the Chancery Clerk of Madison County; run thence South 00° 01' 05" West along the West line of said Hood property and the West line of the Westwood property as recorded in Deed Book 518, Pgs. 67-69 and the West line of the Westwood property as recorded in Deed Book 495, Pgs. 494-496 in the office of the Chancery Clerk of Madison County for a distance of 1,288.65' to the point of beginning.

**DESCRIPTION - STALLINGS TRACT**

A parcel or tract of land containing, 0.24 acres, more or less, lying and being situated in the SE ¼ of the NW ¼ of Section 13, T8N-R1E, Madison County, Mississippi, being a part of the Stillhouse Creek, LLC property as described in Deed Book 3096 at Page 644 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi and being more particularly described as follows:

COMMENCING at the SE corner of the above referenced Stillhouse Creek, LLC property, said point being and lying on the Northerly Right-of-Way of Stribling Road, said point being 2231.49 feet North and 5624.84 feet West of the SE corner of said Section 13, T8N-R1E, said point also being and lying at the SW corner of the Paul Westwood & Karen L. Westwood property as described in Deed Book 495 at Page 494 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; run thence

North 89 degrees 50 minutes 50 seconds West along said Northerly Right-of-Way of said Stribling Road for a distance of 25.00 feet; thence

Leaving said Northerly Right-of-Way of said Stribling Road, run North 00 degrees 01 minutes 05 seconds East for a distance of 581.78 feet to the POINT OF BEGINNING of the herein described property; thence

Continue North 00 degrees 01 minutes 05 seconds East for a distance of 417.37 feet; thence

South 89 degrees 52 minutes 09 seconds East for a distance of 25 feet, more or less, to the NW corner of the George B. Stallings & Angelique A. Stallings property as described in Deed Book 2622 at Page 643 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence Southerly along the Westerly boundary of said Stallings property for a distance of 417.37 feet, more or less, to the SW corner thereof; thence

North 89 degrees 47 minutes 50 seconds West for a distance of 25 feet, more or less, to the POINT OF BEGINNING of the above described parcel or tract of land.

NOTICE IS FURTHER GIVEN that the Planning Commission of Madison County, MS, will meet at 9 a.m. on May 07, 2015, at the Madison County Complex Building, in the Board Room, located at 125 West North Street, Canton, Madison County, MS to consider and act upon the petition, and will at such time, date and place, hold and conduct a public hearing at which all parties in interest and citizens shall have an opportunity to be heard on the matter of the petition, either in person, by petition, or by attorney.

BY ORDER OF THE PLANNING COMMISSION OF MADISON COUNTY, MISSISSIPPI, on this the 09th day of April, 2015.

## Scott Weeks

---

**From:** Tyler, Rick <rick.tyler@jackson.gannett.com>  
**Sent:** Thursday, June 04, 2015 3:01 PM  
**To:** Scott Weeks  
**Subject:** Stillhouse Creek. MCH ad 487463

And, finally, here's the one for Stillhouse Creek. MCH ad 487463 costs \$ 64.50.

Rick

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that Stillhouse Creek LLC has filed a petition with the Board of Supervisors of Madison County, MS, to request Rezoning of certain property, pursuant to the Zoning Ordinance of Madison County, Mississippi, to amend the Zoning Maps adopted pursuant thereto, by rezoning R-2 Residential to a PURD Planned Unit Residential District, to-wit:

A parcel of land containing 64.13 acres, more or less, lying and being situated in the Northwest Quarter NW1/4) and the Southwest Quarter (SW1/4) of Section 13 and the Northeast Quarter (NE1/4) and the Southeast Quarter (1/4) of Section 14, Township 8 North, Range 1 East, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found 4 inch x 5 inch concrete monument marking the Southeast corner of said Section 13; run thence North for a distance of 2,225.71 feet to a point; run thence West for a distance of 3,455.52' to a one-half inch iron pin marking the southwest corner of the Westwood property as recorded in Deed Book 495, Pgs. 494-196, in the Office of the Chancery Clerk of Madison County, which point is the Point of Beginning of the herein described property, to-wit

Run thence North 89 50' 50" West along the North right of way of Stribling Road for a distance of 2,169.33' to a found concrete right of way monument; run thence North along the East line of the Harreld Trust property as recorded in Deed Book 411, Pgs. 307-311, and along the East line of the Fyke property as recorded in Deed Book 395, Pgs. 212-214 in the office of the Chancery Clerk of Madison County for a distance of 1,286.65 feet to a set one-half inch iron pin marking the southwest corner of the Canton Municipal Utilities of the City of Canton property as recorded in Deed Book 278, Pgs. 190-263 in the office of the Chancery Clerk of Madison County; run thence South 89 53' 59" East along the South line of said Canton Municipal Utilities of the City of Canton property and the South line of South Glen Subdivision of Lake Caroline as recorded in Plat Cabinet C, Slide 108 and the South line of Lake Caroline, Phase One, as recorded in Plat Cabinet C, Slides 47-50 in the office of the Chancery Clerk of Madison County for a distance of 2,169.73' to a found iron pin marking the northwest corner of the Hood property as recorded in Deed Book 340, Page 672 in the office of the Chancery Clerk of Madison County; run thence South 00 01' 05" West along the West line of said Hood property and the West line of the Westwood property as recorded in Deed Book 518, Pgs. 67-68 and the West line of the Westwood property as recorded in Deed Book 495, Pgs. 494-496 in the office of the Chancery Clerk of Madison County for a distance of 1,288.65' to the point of beginning.

DESCRIPTION - STALLINGS TRACT

A parcel or tract of land containing, 0.24 acres, more or less, lying and being situated in the SE ¼ of the NW ¼ of Section 13, T8N-R1E, Madison County, Mississippi, being a part of the Stillhouse Creek, LLC property as described in Deed Book 3096 at Page 844 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi and being more particularly described as follows:

COMMENCING at the SE corner of the above referenced Stillhouse Creek, LLC property, said point being and lying on the Northerly Right-of-Way of Stribling Road, said point being 2231.49 feet North and 5624.84 feet West of the SE corner of said Section 13, T8N-R1E, said point also being and lying at the SW corner of the Paul Westwood & Karen L. Westwood property as described in Deed Book 495 at Page 494 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; run thence

North 89 degrees 50 minutes 50 seconds West along said Northerly Right-of-Way of said Stribling Road for a distance of 25.00 feet; thence

Leaving said Northerly Right-of-Way of said Stribling Road, run North 00 degrees 01 minutes 05 seconds East for a distance of 581.78 feet to the POINT OF BEGINNING of the herein described property; thence

Continue North 00 degrees 01 minutes 05 seconds East for a distance of 417.37 feet; thence

South 89 degrees 52 minutes 09 seconds East for a distance of 25 feet, more or less, to the NW corner of the George B. Stallings & Angelique A. Stallings property as described in Deed Book 2622 at Page 643 of the Records of the Chancery Clerk of said Madison County at Canton, Mississippi; thence

Southerly along the Westerly boundary of said Stallings property for a distance of 417.37 feet, more or less, to the SW corner thereof; thence

North 89 degrees 47 minutes 50 seconds West for a distance of 25 feet, more or less, to the POINT OF BEGINNING of the above described parcel or tract of land.

NOTICE IS FURTHER GIVEN that the Board of Supervisors of Madison County, MS, will meet at 9 a.m. on July 06, 2015, at the Madison County Complex Building, in the Board Room, located at 125 West North Street, Canton, Madison County, MS to consider and act upon the petition, and will at such time, date and place, hold and conduct a public hearing at which all parties in interest and citizens shall have an opportunity to be heard on the matter of the petition, either in person, by petition, or by attorney.

BY ORDER OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, on this the 01st day of June, 2015.

/s/Scott Weeks,  
Zoning Administrator  
Publish: June 11, 2015

Thanks,

Rick Tyler

Public Notice Supervisor

Clarion Ledger, **Madison County Herald**, **Rankin Ledger**, **Hattiesburg American**

601-853-8783

601-853-8720 (fax)

**Please note that I have a new phone number and address. Please send any mail to the address below:**

**c/o Madison County Herald**

**794 US Hwy 51, Ste B**

**Madison, MS 39110**