



Case 1824

Applicant: Collegiate Properties, LLC
Owner: Jordan Bankhead
Request: Special Exception for Off-Site Parking
Location: 1124 North Lamar
Zoning: (NB) Neighborhood Business

Surrounding Zoning and Uses:

North: (NB) Neighborhood Business and (RB) Two-Unit Residential – Beacon Restaurant and vacant land
South: (NB) Neighborhood Business – Commercial business
East: (RB) Two-Unit Residential – Ivy Hill condominiums
West: (NB) Neighborhood Business – Commercial/Retail – Dollar General

References to the Land Development Code: *Section 204 – Off-street automobile parking and storage*

Property Description and Location: The subject property is located on the east side of South Lamar and is the current location of North Lamar Plaza. The subject property is lot #3 and is the out parcel located on the North West end of the parcel.

The applicant is proposing to re-locate Sno-Biz snow cone shop; currently existing on University Avenue to this parcel. The current structure will be move to its new locations and occupy approximately 352 square feet in area. Parking required for this use is; 10 spaces and 1 space for each 4 seats of total capacity.

Section 204 of the Oxford Land Development Code states: *“Where space is not available on the lot, space shall be provided within three hundred (300) feet of such uses upon approval of the Oxford Planning Commission.*

There is ample parking in the North Lamar Plaza parking are and the North Lamar Plaza Commercial Condominium Association has agreed to allow Sno-Biz use their parking where needed within the (300) three-hundred foot range.

Recommendation: Approve the request for Special Exception for off-site parking based on the following finding:

1. Granting of the special exception will not adversely affect the public interest;
2. The special exception shall be granted for only the proposed use and the current applicant.

APPLICATION FOR SPECIAL EXCEPTION

City of Oxford
107 Courthouse Square, Oxford, MS 38655

Applicant's Name Jordan Bankhead (Collegiate Properties LLC)
Mailing Address 1124 N. Lamar, Oxford MS 38655
Address of Property in Question 1103-1130 N. Lamar, Oxford MS
Telephone Number (s) Day 662-234-8500 Night 662-801-1735
Interest in Property ☒ Owner () Leaseholder () Option to Purchase
() Other _____

Application for Special Exception is being made under Section 200-209 of
the Zoning Ordinance

Property is zoned NB

Describe in detail the proposed Special Exception being sought Off
Street Parking

Explain how the proposed Special Exception would be in harmony with the character of
the neighborhood and not detrimental to other property or persons in the neighborhood

Existing Commercial complex with adequate
parking. Proposed use would be on evening and
weekends not conflicting with existing M-F 9-5
use.

Attach a map or sketch of what you propose including applicable measurements along with
a \$100.00 filing fee payable to the City of Oxford.

Signature of Applicant Jordan Bankhead Date 5/14/14

FOR CITY USE ONLY

Date Filed _____ Filing Fee Paid \$ _____

Date of Public Hearing _____

Decision of Board of Adjustment _____

Effective Date _____

Zoning Administrator

Date

NOTE: THE P.O.B. OF LOT 3 TRACT LIES SOUTH - 569.28' AND WEST - 639.00' FROM THE NORTHEAST CORNER OF SECTION 21, T8S, R3W, CITY OF OXFORD, LAFAYETTE COUNTY, MISSISSIPPI.

R= 287.14' A=51.79'
CB= N 70°49' 14" E
CD= 51.72'

R= 130.86 A=57.58
C8= N 89°56'43" E
CD= 57.12'

GRAPHIC SCALE 1" = 40'



A horizontal graphic scale bar with alternating black and white segments. Below the bar are numerical markings at 40, 0, 40, 80, and 120, representing feet. The scale is labeled "GRAPHIC SCALE" and "1" = 40'".

Description of Property
for
North Lamar Plaza Lot 1

A fraction of the Northeast Quarter of Section 21, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi and being described in more detail as follows:

Less and Except the following tracts designated as Building #1 and Building #2 and described in more detail as follows:

Building #1

A fraction of the Northeast Quarter of Section 24, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi and being described in more detail as follows:

Building #2

Beginning at the Northeast corner of Building #2; said corner being South a distance of 676.32 feet and West a distance of 418.89 feet from the Northeast corner of said Quarter section South 23 degrees 00 minutes 00 seconds West a distance of 128.11 feet; thence South 51 degrees 00 minutes 00 seconds East a distance of 10.00 feet; thence South 23 degrees 00 minutes 00 seconds West a distance of 90.00 feet to the Southeast corner of building #2; thence North 61 degrees 00 minutes 00 seconds West a distance of 60 feet to the Southwest corner of building #2; thence North 23 degrees 00 minutes 00 seconds East a distance of 215.00 feet to the Northeast corner of building #2; thence South 51 degrees 00 minutes 00 seconds East a distance of 50.00 feet to the Northeast corner of building #2 and the point of beginning. Building #2 contains 0.27 acres, or 1189.00 square feet.

All bearings are referenced to the bearings as re-established from existing monuments from a survey for Mike Bennett by Precision Engineering dated 12/99. All iron rods set are one half inch (1/2") steel rebars.

(662) 236-1762

▲ EXISTING MONUMENTS
 □ FIRE HYDRANTS
 ○ WATER METER
 ⊗ POWER POLES
 ● SEWER MANHOLE
 _____ PROPERTY LINES
 _____ EASEMENT LINES
 _____ SETBACK LINES
 E _____ ELECTRIC LINES
 X _____ FENCE LINE

CLASS "A" SURVEY AS REQUIRED BY MISSISSIPPI
VALLEY TITLE INSURANCE COMPANY. MISSISSIPPI
MINIMUM STANDARDS WOULD REQUIRE A CLASS "A"
SURVEY OF THIS PROPERTY

DEED REFERENCE: PLAT OF SURVEY FOR MIKE
BENNETT BY PRECISION ENGINEERING DATED 12/99

ALL BEARINGS ARE REFERENCED TO THE BEARINGS AS
RE-ESTABLISHED FROM EXISTING MONUMENTS FROM A SURVEY
FOR MIKE BENNETT BY PRECISION ENGINEERING DATED 12/99.

NOTE: THE P.O.B. OF BUILDING#2 LIES SOUTH - 575.32'
AND WEST - 418.89' FROM THE NORTHEAST CORNER OF
SECTION 21, T8S, R3W, CITY OF OXFORD, LAFAYETTE COUNTY,
MISSISSIPPI.

**SURVEY PLAT
FOR
NORTH LAMAR PLAZA
COMMERCIAL DEVELOPMENT
LAFAYETTE COUNTY, MS.
MAY 15, 2014**

S & B SURVEYING, INC.

134 CR415 OXFORD, MISSISSIPPI

DATE	REVISION
JOB NO.	140520

Parking License Granted by Owners Association of Condominium

Agreement made on the 5/14/2014, between Collegiate Properties LLC, of 1124 North Lamar Blvd., Oxford MS 38655, referred to herein as *Licensee*, and North Lamar Plaza Condominium Association, a not for profit corporation organized and existing under the laws of the state of Mississippi, with its principal office located at 1130 North Lamar Blvd., Oxford MS 38655, referred to herein as *Association*.

Whereas, *Licensee* is the owner of the following described Lot:

A fraction of the Northeast Quarter of Section 21, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi and being described in more detail as follows:

Beginning at an iron rod on the east line of North Lamar Blvd; said iron rod being located South a distance of 569.29 feet and West a distance of 638.00 feet from the northeast corner of said Northeast Quarter, run thence North 29 degrees 47 minutes 57 seconds East along said east line a distance of 26.04 feet to a metal fence post on the south of Ivy Road; thence North 85 degrees 52 minutes 17 seconds East leaving said east line and along said south line a distance of 39.61 feet to a metal fence post; thence North 65 degrees 23 minutes 38 seconds East along said south line a distance of 27.75 feet to an iron rod; thence South 29 degrees 00 minutes 00 seconds West leaving south line a distance of 70.16 feet to an iron rod; thence North 60 degrees 50 minutes 37 seconds West a distance of 50.00 feet to the iron rod marking the point of beginning of this description. This property contains 2199.90 square feet.

All bearings are referenced to the bearings as re-established from existing monuments from a survey for Mike Bennett by Precision Engineering dated 12/99. All iron rods set are one half inch (1/2") steel rebars.

Whereas, *Association* operates and owns a parking facility located at 1108-1130 North Lamar Blvd., Oxford MS 38655;

Now, therefore, for and in consideration of \$35 per month, paid in advance by *Licensee*, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

1. *Association* agrees to permit *Licensee* to use and occupy six parking spaces to be designated by the *Association* for motor vehicles for a term commencing the date hereof for a period of five years and continuing for additional five year periods thereafter unless terminated as hereinafter provided. The parking spaces designated by the

Association shall be hereinafter referred to as the *Parking Space*. The term of this Agreement shall include any automatic renewal period granted to the *Licensee*.

2. Parking Fees

Licensee shall pay the *Association* \$35 per month for the use of said Parking Spaces during the term of this Agreement. *Licensee* is responsible for paying the monthly Parking Fee. The Parking Fee shall be payable in advance the first day of each month during the term of this Agreement without set-off or demand.

3. Identification of Vehicle.

The parking spaces assigned to *Licensee* are for use for commercial customers and therefore no identification of vehicles is foreseen.

4. Use of Parking Space

Except as hereinafter provided, the Parking Spaces shall not be used by anyone other than *Licensee's customers* for the above described purposes. *Licensee* further agrees to allow *Association* access to Parking Spaces for the purpose of repairs.

5. Compliance with Rules and Regulations

Licensee shall observe and comply with such rules and regulations as may be promulgated by the *Association* from time to time for the use of the Parking Lot and the Parking Spaces. The failure to comply with such rules and regulations constitutes a breach of this Agreement by the *Licensee* or his *Assignee*.

6. Exculpation

It is understood and agreed by the parties hereto that the Parking Fee payable hereunder is solely for the use of the Parking Lot. *Licensee* hereby releases and forever discharges *Association*, except, by the sole determination of the *Association*, there is direct evidence that one of the *Association's* employees caused the damage, from any and all claims, damages, liabilities or actions of any kind and nature with respect to the use of the garage including without limitation, any personal injury to *Licensee* or loss or damage to motor vehicles, or loss of articles or accessories left therein, which may be due to or occasioned by any cause whatsoever, including without limitation, fire, theft, or accident. *Car O* further agrees to indemnify and hold *Association*, its directors, officers, agents, employees, successors, and assigns harmless from any and all claims, demands, damages, liabilities, or actions invitees, servants, guests, or family members of the *Licensee* with respect to the use of the Parking Lot.

7. Fire or Casualty

Not applicable.

8. Termination of Agreement

A. By Licensee: *Licensee* may terminate this Agreement by giving *Association* no less than thirty (30) days prior written notice delivered in person or by certified mail, to *Association* at the building management office.

B. By Association: If *Licensee* fails to pay the Parking Fee by the fifteenth (15th) day of the month, *Association* may terminate this Agreement on the thirtieth (30th) day of said month. If *Licensee* shall breach any other covenant of this Agreement, the *Association* may terminate this Agreement upon ten (10) days prior notice to *Car Owner*. Within five (5) days after the termination of the Agreement, *Licensee* agrees to surrender possession of the Parking Space and upon failure to vacate within the prescribed time, hereby grants to *Association* free license, with or without process of law, to remove the subject motor vehicle. *Association* may use such force in removing the motor vehicle as may be reasonably necessary (including towing the vehicle from the building premises). Said entry by the *Association* shall not constitute a trespass or forcible entry or detainer nor shall it cause a forfeiture of Parking Fees by virtue hereof, *Car Owner* hereby expressly waives any notice of any election by *Association* hereunder, demand for Parking Fees, notice to quit, demand for possession, and any and all notices and demands whatsoever.

9. Payment of Costs

Licensee shall pay and discharge all reasonable costs, attorney's fees and expenses that shall be incurred by *Association* to enforce the covenants and provisions of this Agreement including the cost of removing the motor vehicles from the building premises.

10. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

11. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

13. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

14. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

15. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

17. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

18. Assignment of Rights

The rights of each party under this Agreement are personal to *Association* and *Licensee* may not be the rights pursuant to this Agreement to any other person, firm, corporation, or other entity without the prior, express, and written consent of *Association*.

19. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the day and date first above stated.



North Lamar Condominium Association

Agent Name: Steve Treloar
Title: Encourator



Jordan Bankhead, Manager, Collegiate Properties LLC



DELBERT HOSEMAN
Secretary of State

Articles of Incorporation

11 F0001

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P O BOX 1020, JACKSON, MS 39215-1020 (601)359-1633

1. Type of corporation: Profit ☐ Nonprofit ☒ Email: treloar@ms.metrocast.net

2. Name of the corporation:

North Lamar Plaza Condominium Owners' Association, Inc.

3. The future effective date is
(complete if applicable)

4. FOR NONPROFITS ONLY: The period of duration is years or ☒ perpetual

The initial planned nonprofit activity

Condominium Owners' Association

5. FOR PROFITS ONLY: The number (and classes) if any of shares the corporation is authorized to issue is/are as follows:

Classes	Number of shares authorized	If more than (1) class of shares is Authorized, the preferences, limitations and Relative rights of each class are as follows:

FOR ALL:

6. Name and street address of the Registered Agent and office:

Name: George S. Haymans, IV

Physical address: 299 South 9th Street, Suite 101

P.O. Box (if one): 1597

City, State, Zip: Oxford, MS 38655

Please make the \$50 check for the filing fee payable to the MISSISSIPPI SECRETARY OF STATE. Mail the completed form with payment to SECRETARY OF STATE, PO BOX 1020, JACKSON, MS 39215-1020. For assistance contact a customer service representative at (601) 359-1633 or visit our website at www.sos.ms.gov for forms and instructions.

285618

2013 JUN 11 AM 10:05



DELBERT ROSEMAN
Secretary of State

11 F0001

Articles of Incorporation

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P O BOX 1020, JACKSON, MS 39215-1020 (601)359-1633

7. The name and complete address of each incorporator:

Name: James G. Treloar, Jr.

Street: 1118 North Lamar Street

City, State, Zip: Oxford, MS 38655

Name: Stephen W. Treloar

Street: 1118 North Lamar Blvd

City, State, Zip: Oxford, MS 38655

Name:

Street:

City, State, Zip:

Name:

Street:

City, State, Zip:

8. Other provisions: ☒ see attached

9. Incorporators' signatures (please keep writing within blocks):

James G. Treloar, Jr. President

Stephen W. Treloar Secretary/Treasurer

285618

2013 JUN 11 AM 10:05

Please make the \$50 check for the filing fee payable to the MISSISSIPPI SECRETARY OF STATE. Mail the completed form with payment to SECRETARY OF STATE, PO BOX 1020, JACKSON, MS 39215-1020. For assistance contact a customer service representative at (601) 359-1633 or visit our website at www.sos.ms.gov for forms and instructions.