

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

CONDITIONAL USE-MAJOR HEARING APPLICATION

Hearing Number

GPC 15-05-CU

TYPE OF REQUEST:	FEE:
Conditional Use – Major <u>✓</u>	\$250.00

Major Conditional Use – These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Lester Hughes, II
Name of Business: Faith Worship & Outreach
Address: 1629 Victoria Drive Mailing Address (if different): _____
Email Address: lester.hughes37@gmail.com
Phone: (228) 218-0636 Cell Phone: (228) 218-0636 (or) 601-498-0687

Reason for request, location and intended use of Property: The purpose of this request is for the use of 1111 Hwy 90 property as a church/Daycare facility

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ✓ 2. Legal descriptions and street address.
- ✓ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- ✓ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: Lester Hughes II

Date of Application: 07/29/2015

FOR OFFICE USE ONLY

Date Received 4-20-15 Verify as Complete 8/4/15

Fee Amount Received \$ 250.00

Initials of Employee Receiving Application JC

SQUARE FOOTAGE:

ROOM A: (SANCTUARY)

Width: 34 feet

Length: 60 feet

Total: $(34 \times 60) = 2,040$ sqft

ROOM B: (DAYCARE)

Width: 24 feet

Length: 60 feet

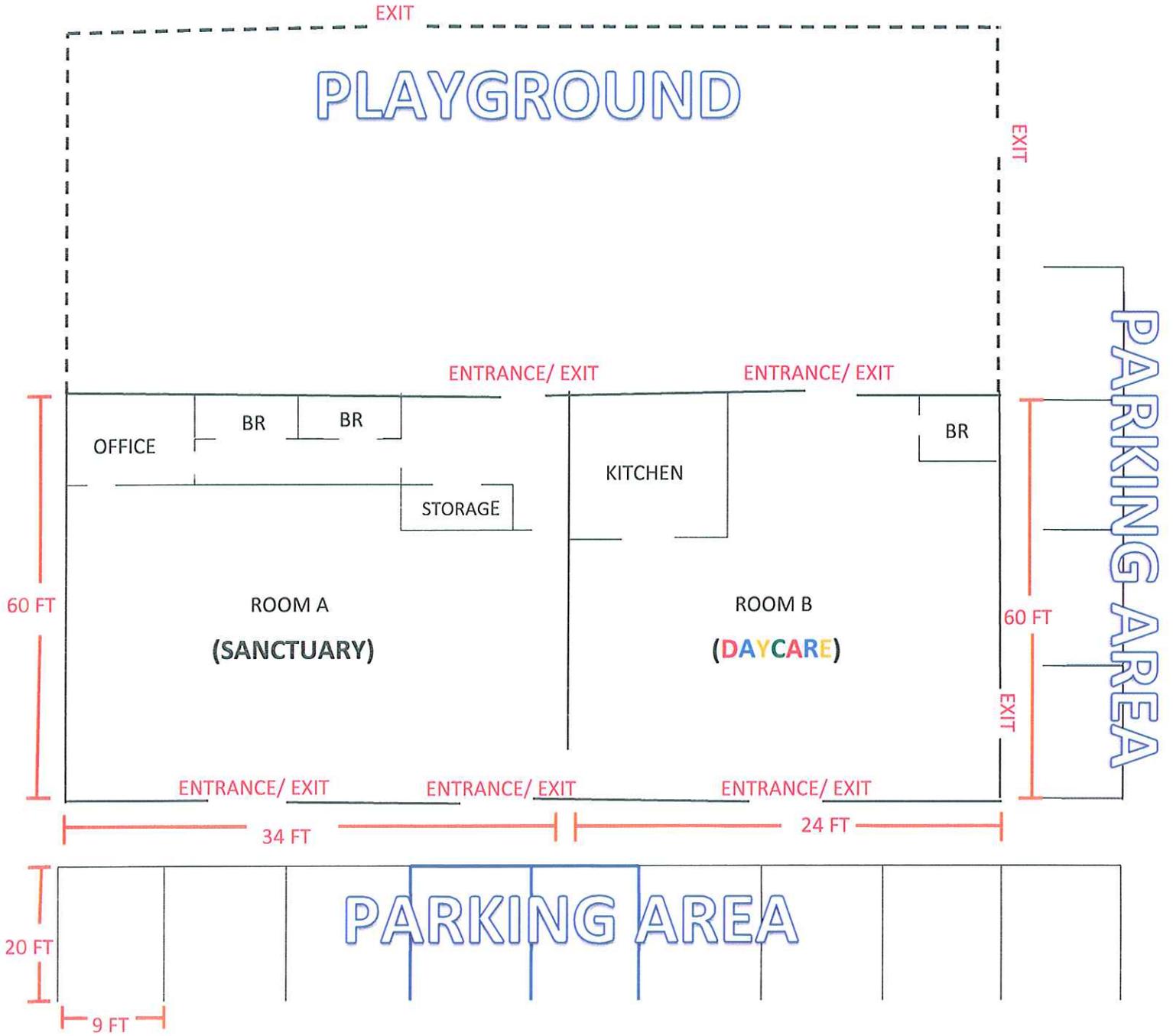
Total: $(24 \times 60) = 1,440$ sqft

SETBACKS:

Front: 40 Feet

Side: 15 feet

Rear: 35 feet



Parcel Information

PIDN: 81681520.000
GISP: 769.31-03-0060.00

Owner Information

Name: NGUYEN DIEP
Percent of Ownership: 100

Name2:

Mailing Address: 7013 SOUTHWIND DR
BILOXI MS 39332
Physical Address: 1111 HWY 90 GAUTIER

Land Information

Section, Township, Range: 31 7S 6W
Acreage: .28
Street Name: HWY 90

Value and Tax Information

Total Assessed Value: 13697
Total Appraised Value: 124640
Improvement Value: 76930
Land Value: 47810
Tax Amount: 2541
SQ. FT: 3600
Year Built: 1971

Legal Description

Description: COM E/M SHAW DR S S/M HWY 90 SELY ALG HWY 89.7' TO POB SELY 89.7' S 15 DEG W 180.7' N 13 DEG W
64.25' N 15 DEG E 180.7' TO POB DB 1401-7 (60 MAP769.31-03)

Deed Book / Page: 1401 / 7



LIMITED DURABLE POWER OF ATTORNEY

STATE OF MS
COUNTY OF JACKSON

That I, DIEP H NGUYEN, pursuant to the provisions of the Uniform Durable Power of Attorney Act of the State of Mississippi, have made, constitute and appointed and by this document do make, constitute, and appoint QUYEN NGUYEN, my daughter, residing in Ocean Springs, Mississippi, my true and lawful attorney-in-fact for me and in my name, and stead:

(1) To renegotiate and reinstate my mortgage and to otherwise deal with any and all mortgage related entities, including but not limited to all originators, sponsors, depositors, holders, owners, servicers (master servicers and sub-servicers) and to communicate with each of said entities freely on my behalf as if I can do for myself. This includes sending any written correspondence to said entities on my behalf in an effort to make any inquiry, protest charges, or otherwise as she deems fit under the circumstances.

(2) To encumber my real property as is necessary to renegotiate and/or refinance my mortgage obligations;

(3) To pay all mortgage debts related to my real property;

(4) To have open access to all of my mortgage accounts and information held by any mortgage related entity including but not limited to all originators, sponsors, depositors, holders, owners, servicers (master servicers and sub-servicers).

(5) To retain an attorney to represent my interest related to my home and/or in my mortgage account(s).

(6) To buy, sell, mortgage, or otherwise deal with any real estate or interest therein which I may own, or any material interest which I may own and to execute oil and gas leases.

(7) In general related to my mortgage(s), to do all things in my name and on my behalf with the same effect as though personally done by me.

(8) Photocopies hereof may be relied upon as though they were an original.

(9) My attorney-in-fact is obligated to exercise the Powers hereunder only for my best interests and therefore is bound by the standards or conduct and liability applicable to other fiduciaries.

(10) THIS POWER OF ATTORNEY SHALL BECOME EFFECTIVE UPON EXECUTION, AND SHALL NOT BE AFFECTED BY SUSEQUENT DISABILITY OR INCAPACITY OF THE PRINCIPAL OR THE LAPSE OF TIME. This instrument is created and is executed in anticipation of the legal, physical or mental infirmities which can be caused by my advancing years, illness, accidents, and also disappearance of absence. This instrument is to be construed and interpreted as a limited durable power of attorney. The powers and authority shall remain in full force and effect thereafter until terminated by written revocation, order of a court, or my disappearance, explained or unexplained, and is also effective even if I am deceased until such time as my death is confirmed.

IN WITNESS WHEREOF, I have signed my name this the 17 day of December, 2014.

Diep H. Nguyen
DIEP H. NGUYEN

City, County, State of Residence

Biloxi, Jackson

Mississippi

STATE OF MS

COUNTY OF Jackson

Before me, the undersigned authority, on this the 17 day of December, 2014, personally appeared DIEP H. NGUYEN who states and signed to the matters above under oath confirming that the matters contained herein are truthful and accurate under penalty of perjury and that she enters into this document on her own volition, free from coercion or duress.



[Signature]
NOTARY PUBLIC

My commission expires:
1/10/16

WITNESSES

The principal is personally known to me and I believe the principal to be of sound mind. I am eighteen (18) years of age or older. I am not related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage. The principal has declared it to me that this instrument is her power of attorney granting to the named attorney-in-fact the power and authority specified herein, and she has willingly made and executed it as her free and voluntary act for the purposes herein express.

WITNESS: [Signature: Peter Nguyen]

WITNESS: [Signature]

DURABLE POWER OF ATTORNEY,
12-17-14 (DATE)

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INITIAL: DN

STATE OF Ms

COUNTY OF Jackson

Before me, the undersigned authority, on this the 17 day of

December, 2014, personally appeared

Peter Nguyen (witness) and Hoa Nguyen (witness) whose

names are subscribed to the foregoing instrument in the respective capacities, as well as the principal, and all of said persons being by me duly sworn, the principal declared to me and to the said witnesses in my presence that the instrument is her power of attorney, and that the principal has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein express, and the witnesses declared to me that they were each eighteen (18) years of age or over, and that neither of them is related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage



[Signature]
NOTARY PUBLIC

My commission expires:

1/10/16

STATE OF MISSISSIPPI
COUNTY OF JACKSON

LEASE AGREEMENT

This agreement is made on this date ^{3rd N.A. 15th} March 2, 2015, between **NATHANIEL ANDERSON** or **QUYEN NGUYEN**, 7013 Southwind Drive, Biloxi, MS 39532, County of Jackson, State of Mississippi, herein referred to as Owner, and **LESTER HUGHES** herein referred to as Renter.

The parties recite and declare that:

1. Owner is the sole owner of developed commercial property that she desires to lease.
2. Renter desires to lease the property for ^{CHURCH / DAYCARE} ~~grocery store business~~ purposes.
3. The parties desire to enter an agreement to establish terms of a lease for the premises.
4. Renter shall rent the commercial property "as is".
5. Renter agrees to give copy of proof of insurance for a minimum of one million dollar (1,000,000.00) in general liability naming the landlord as the lost payee on or before April 1, 2015.
6. Owner and Renter agree to start the lease on March 2, 2015. The lease will be one year and will expire on March 2, 2016. The new lease will be option on the market price.
7. After lease property plus equipment as in list return. Must be in good working order or pay for damages.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE, RENTAL UNIT

Owner agrees to lease, and Renter agrees to rent the commercial property owned by

Owner located at:

1111 Hwy 90 Gautier, MS 39553

The property is to be used by Renter for grocery store purposes and any modified or rebuild must be permit by owner.

SECTION TWO, TERM

The premises shall be leased for one year beginning on March 2, 2015 and ending on March 2, 2016, in the amount of one thousand dollar (\$1,000.00).

SECTION THREE, MONTHLY RENTAL

Renter shall pay to Owner the sum of \$3,000.00 upon execution of this lease, which payment shall represent the first month's payment of \$1,000.00 and a \$1,000.00 deposit. In the event that there are no damages or diligences, the \$1,000.00 is refundable at the end of the lease. The monthly rental payments will be in the amount of One Thousand Dollars (\$1,000.00). Thereafter, the rent will be due and payable on the first day of each month beginning March 2, 2015 and every month thereafter during the term of this lease, said payments to be made at the location designated by the Owner. If payment is not received by the 5th day of the month, a 10% late fee of \$100.00 will be paid with the rent due.

SECTION FOUR, TAXES AND REPAIRS

Owner shall pay all real property taxes (land tax) during the lease term. Renter shall be responsible for personal property taxes on Renter's personal property for these tax periods.

Renter shall further, at all times during the term of the lease and at their own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, plumbing, electrical, and exterior walls as well as the air conditioning and heating system for said building.

SECTION FIVE, UTILITIES

All applications and connections for necessary utility services on the leased premises shall be made in the name of Renter only, and Renter shall be solely liable for utility charges as they become due, including but not limited to, sewer, water, gas, electricity, and telephone services. In addition, Renter shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the building's interior, and shall use all reasonable precautions to prevent waist, damage, or injury to the leased premises.

SECTION SIX, INSURANCE

Owner shall provide and keep in force adequate fire and storm insurance. The Renter shall provide personal injury and property damage insurance against liability for bodily injury and hazards as are commonly insured against for the type of business activities conducted therein. All policies are to be in the amounts required by Owner. Renter must give copy of proof of insurance after lease has been executed. Renter must have a minimum of one million dollar (1,000,000.000) after lease has been executed. Renter must have a minimum of one million dollar (1,000,000.00) in general liability naming the landlord as the lost payee.

SECTION SEVEN, UNLAWFUL ACTIVITIES

Renter shall neither use nor occupy the premises or any part thereof for any unlawful, disreputable, or hazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Renter shall immediately, on discovery of any unlawful, disreputable, or hazardous use, take action to halt such activity.

SECTION EIGHT, LIABILITY

Renter shall indemnify Owner against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Renter to perform any of the terms or conditions of this agreement, (2) any injury or damage happening on or about the leased premises, (3) failure to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the leased premises or equipment, materials, or alterations of buildings or improvements thereon authorized by Renter.

SECTION NINE, PARTIAL DESTRUCTION

In the event of a partial destruction of the premises during the term from any cause, Owner shall forthwith repair the same, provided the repairs can be made within a reasonable time under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Renter shall be entitled to a proportionate reduction of rent while the repairs are being made, and any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Renter in the premises. In the event that Owner does not elect to make repairs that cannot be made in the

specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. In the event of a total destruction of the premises during the term from any cause, the lease shall be automatically terminated .

SECTION TEN, PEACEABLE ENJOYMENT

Owner warrants the Renter shall be granted peaceable and quiet enjoyment of the leased premises free from any eviction or interference by Owner if Renter pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Renter.

SECTION ELEVEN, POSSESSION AND CONTROL

Renter shall be given possession of the unit on 1st of March 2014 in order to make alterations to said building. Renter shall be in exclusive control and possession of the leased premises, and Owner shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Renter. Renter shall give the landlord a key and shall be permitted to enter and inspect the leased premises at all reasonable times to insure that lessee is in compliance with the terms and conditions hereof and/or makes repairs that Renter has failed to make. Owner shall not be liable to Renter for any entry on the premises for inspection purposes.

SECTION TWELVE, SURRENDER OF UNIT

Renter shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the leased premises to the Owner, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the leased premises and belonging to Renter, if not removed at the termination or default, and if Owner shall so elect, shall be deemed abandoned and become the property of Owner without any payment or offset therefore. Owner may remove such fixtures or property from the premises and store them at the risk and expense of Renter if Owner shall not so elect. Renter shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION THIRTEEN, ENTIRE AGREEMENT

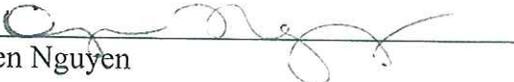
This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION FOURTEEN, LAWS

This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

WHEREOF, the parties have executed this lease at Gulfport, Mississippi, on this the 2nd day of March, 2015.

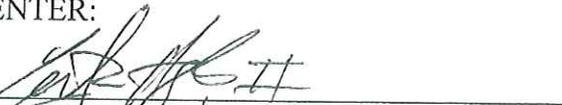
OWNER:

X 
Quyen Nguyen

WITNESS:

X 
Nathaniel Anderson

RENTER:

X 
Lester Hughes

Name:

Home address:

Date of Birth:

Social Security Number:

Driver License Number:

Phone Number: