

City of D'Iberville
P.O. BOX 6519
D'IBERVILLE, MS 39540
(228)392-7966

APPLICATION FOR CONDITIONAL USE

CASE NO. 2015-17

DATE 4/15/15

APPLICANT: Rogelio Chavez

APPLICANT'S ADDRESS: 100 John King Road Crestview, FL.

APPLICANT'S TELEPHONE: (HOME) 850 685-1297 (WORK) 850-683-0208 ³²⁵³⁹

PROPERTY OWNER: INDIAN RIVER Sp. PARTNERS, LTD.

MAILING ADDRESS: 14001 Lakewood Parkway, 11th floor Dallas Texas 75240

TELEPHONE NUMBER: (HOME) -

(WORK) 972 491 8614

TAX ROLL PARCEL NUMBER: 1408-E-01-001.008

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: (3166 LANGFILL BLVD)
Unit A4 (Block Buster)

STATE PURPOSE OF REQUEST: To open a mexican Restraunt
with a Bar that will serve alcohol in
the former Block Buster Location.

ZONING DISTRICT ID-8 C3, ID-A

REQUIRED ITEMS:

1. SIGNATURE OF APPLICANT AND PROPERTY OWNER
2. EVIDENCE OF CONTROL OF PROPERTY BY APPLICANT (COPY OF DEED, LEASE [MEMORANDUM OF LEASE] OR CONTRACT)
3. SITE PLAN OF AREA SHOWING: DIMENSIONS OF PROPERTY, SETBACKS, EXISTING STRUCTURES, PROPOSED NEW STRUCTURES, PARKING, DRAINAGE AND LANDSCAPING
4. POWER OF ATTORNEY IF APPLICANT OR OWNER WILL NOT BE AT THE PUBLIC HEARING
5. WRITTEN DETAILED DESCRIPTION OF THE PROJECT

STATEMENT OF UNDERSTANDING

As the applicant or owner/s for the requested Couditional Use in the City of D'Iberville, I (we) understand the following:

The application fee of \$200.00 must be paid prior to the acceptance of the application. Further, that if the application is withdrawn for any reason that the application fee is forfeited to the City of D'Iberville.

As the applicant or owner/s, I (we), or the designated representative, must be present at the public hearing.

That all information provided with this application is true and correct to the best of my knowledge.

That this application represents only property owned by me (us) and that any other adjoining property owners must apply for a change on his own behalf.

That all required attachments have been provided to the City of D'Iberville.

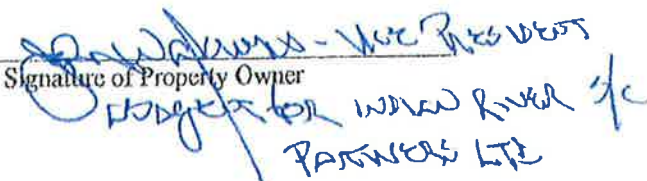
That additional information may be required by the Planning Commission prior to final disposition.

The City Council will not accept new case evidence once the recommendation has been made by the Planning Commission. If new evidence needs to be presented, the applicant will need to request that the matter be referred back to the Planning Commission for review.

The Public Hearing will be held on _____ at 6:00 p.m. in the Council Chambers of D'Iberville City Hall.

If a continuance of the hearing is necessary at my (our) request, the request must be made to the Zoning Official a minimum of seven (7) days prior to the hearing. If such request is not made in writing, I understand that a new application must be filed and an application fee paid to the City.


Signature of Applicant


Signature of Property Owner
WEDGE FOR WIND RIVER
PARTNERS LLC

_____ For Official Use Only _____

- () \$200.00
- () Copy of Deed, Lease or Contract
- () Site Plan
- () Parking Spaces
- () List of Property Owners NA ()

- () Application Signed
- () Written Project Description
- () Drainage Plan NA ()
- () Notarized Statement NA ()



Google earth



INDIAN RIVER PARKING SPACE REVIEW

		City	Spaces
Indian River			
Total Building Area	32,600	129	151
Less: Subway	(1,400)		
Less: Mexican Rest	(4,766)		
Total Retail Area	26,434		
Cash Advance Area	1,400	5	
Bellissimo Nail Area	1,400	5	
Radioshack Area	2,500	8	
Payless Area	2,800	9	
Lux Cleaners	1,400	5	
Bedding Plus	3,600	12	
Med Spa	3,000	10	
Urgent Care	2,734	9	
Subway Customer Area	700	14	
Subway Employee	4	2	
El Paso's Mexican Restaurant Customer Area	2,000	40	
El Paso's Mexican Restaurant Employee	20	10	
Total Parking Spaces Needed for Indian River			22

March 26, 2015

J. Alex Thompson Leasing
Associate Encore
Enterprises Lakeview
Village
D'Iberville, MS 39532 RE;

Letter of Intent Dear

Alex:

This letter outlines the basic terms and conditions which **El Paso's of D'Iberville, LLC ("Lessee")** proposes to **Indian River S/C Partners, Ltd. ("Lessors")** for their intent to lease the property located at **Indian River Shopping Center, Suite A-F, D'Iberville, MS ("Property")**.

In consideration of a long term contract, Lessee offers Lessor the following:

1. <u>Lease Price:</u>	<u>Rental Period</u>	<u>Rent PSF</u>	<u>Per Month</u>	<u>Annual Rent</u>
	Year 1 & 2	\$21.00	\$8,340.50	\$100,068.00
	Year 3	\$22.00	\$8,737.67	\$104,852.00
	Year 4 & 5	\$23.00	\$9,134.83	\$109,618.00

2. Approximate Square Footage: Lessee acknowledges that the space being leased under this agreement is approximately 4766 +/- or - square feet.
3. Terms: Lease shall be a NNN lease for 5 years with an option to renew for an additional 5 years at market rate. Lessee will be responsible for his utilities for his portion of the building.

Landlord Improvements: Landlord shall warrant the RTU, electrical and plumbing systems for 6 months to be in good working condition at the time of occupancy. In addition, Landlord shall, at Landlord's expense, deliver the Premises at the time of occupancy in such condition as to meet all local, state and federal code requirements for Tenant's use, provided, Tenant shall be responsible for compliance with ADA. Tenant's Work shall be at the cost and expense of Tenant, subject to a Tenant Improvement Allowance in the amount of \$18.88 /SF.

Landlord, at its sole cost and expense, shall provide Tenant with a lien-free space and make those interior improvements to the Premises as described below:

existing
existing

Complete RTU system for a total of 30 tons. 14 tons exist; landlord will fund the additional 16 tons.
existing

Lessee will do additional tenant improvements using their own contractor.

Rent Commencement Date: One hundred and fifty (150) days after after turn-over of the space to tenant.

4. Due Diligence Period: Lessee shall submit legal financial documents to Lessors as a proof of leasing ability within 5 business days of the effective date of this Letter of Intent.
5. Effective Lease Date: Upon full execution.

6. **Contract Form:** Lessors will provide Lessee with a Lease Agreement in which the terms of this Letter of Intent will be incorporated into a legal binding contract.

March 26, 2015
Page 2

7. **Signage:** Tenant shall have the right to display signage on the parapet of the center. All signage shall be at Tenant's expense and shall be in accordance with ordinances of governing bodies. Tenant's signage must meet Landlord's Sign Design Criteria and will be subject to Landlord's approval prior to installation
8. **Brokerage Commission:** Lessors to pay the full brokerage commission of 3% on the total five year lease to Owen & Company, LLC, 50% upon full execution of the lease and the remaining 50% upon tenant's opening for business.
9. **Confidentiality:** Lessors and Lessee shall keep the terms and existence of this Letter of Intent strictly confidential and shall not disclose any of its terms or its existence to any third party other than their brokers, attorneys, financial consultants and engineers.
10. **Reserved Rights:** Lessee acknowledges that Lessors reserves the right to continue to market the property for a backup lease until final contract is consummated.
11. **Effective Date of LOI:** The last signature date below shall be deemed the effective date of this agreement.
12. **Expired Date of LOI:** Lessors to sign and return to Realtor for delivery by 5:00 p.m., April 6, 20 15
13. Contingent on tenant receiving a parking variance from the city and a liquor license.

While this Letter of Intent is non-binding, it is the intent of both parties to execute a binding and definitive long-form lease agreement with other terms and conditions customary for this type of transaction.

If the general terms as outlined above are acceptable, please indicate by signing below:

Lessors: *[Signature]* / Encore Retail

Lessee: *[Signature]*

Lessors: _____

Lessee: _____

Its: 4/2/15

Its: 3-30-2015

SCANNED



J. Johnson

2nd Judicial District

Instrument Number 2004 2895 D-J2

Filed/Recorded 10 19 2004 4 45 P

Total Fees 12.00

7 Pages Recorded

SPECIAL WARRANTY DEED

STATE OF MISSISSIPPI §
 §
COUNTY OF HARRISON §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, **F.I.S. INVESTMENTS, LLC**, a Mississippi limited liability company ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by **INDIAN RIVER S/C PARTNERS, LTD.**, a Texas limited partnership ("**Grantee**"), whose mailing address is 1100 Providence Towers West, 5001 Spring Valley Road, Dallas, Texas 75244, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, has GRANTED, SOLD, BARGAINED and CONVEYED and by these presents does GRANT, SELL, BARGAIN and CONVEY unto Grantee the tract or parcel of Land situated in Harrison County, Mississippi, described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes (the "**Land**"), together with all of Grantor's right, title and interest in and to all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate, including, without limitation, the following:

(a) a non-exclusive access easement granted by Wal-Mart Real Estate Business Trust in favor of Lakeview Investment Corporation designated as Access Easement "B" in Access Easements dated September 1, 1998, recorded in Deed Book 329 at page 185 in the office of the Chancery Clerk of Harrison County, Mississippi, 2nd Judicial District, and assigned by Lakeview Investment Corporation to F.I.S. Investments, LLC and Dorgenois Properties, Inc. by instrument dated June 29, 2000, recorded in Deed Book 357 at page 222 in the office of the Chancery Clerk of Harrison County, Mississippi, 2nd Judicial District and re-recorded in Deed Book 357 at page 230 in the office of the Chancery Clerk of Harrison County, Mississippi, 2nd Judicial District of Harrison County, Mississippi; and

(b) a non-exclusive easement for driveway purposes granted by Lakeview Investment Corporation in favor of F.I.S. Investments, LLC and Dorgenois Properties, Inc., in instrument dated June 29, 2000, recorded in Deed Book 357 at page 227 in the office of the Chancery Clerk of Harrison County, Mississippi;

(the "**Appurtenances**"), together with all improvements located on the Land (the "**Improvements**") (the Land, Improvements and Appurtenances being herein collectively referred to as the "**Property**").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor but not otherwise; provided that this

conveyance and the warranty of Grantor herein contained are subject to the matters described on Exhibit "B" attached hereto (the "Permitted Encumbrances"), to the full extent same are valid and pertain to the Property.

All ad valorem taxes and assessments for the Property for the current year 2004 have been prorated and Grantee hereby expressly assumes liability for the payment thereof and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the current year 2004, then upon demand Grantor and Grantee shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for these items for the current year 2004 are available.

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 14th day of October, 2004.

F.I.S. INVESTMENTS, LLC,
a Mississippi limited liability company

By: RMI Management, LLC,
a Mississippi limited liability company,
Managing Member


By: 
Name: Ronald F. Felt
Title: its managing member

EXHIBIT "A"

Land Description

Commencing at a concrete monument found marking the corner common to Sections 4, 5, 8 and 9, Township 7 South, Range 9 West, in the City of D'Iberville, 2nd Judicial District of Harrison County, Mississippi; thence North 194.84 feet; thence run East 626.75 feet; thence North 57 Degrees 30 Minutes 52 Seconds East, a distance of 423.52 feet to a point; thence around a curve to the right through a central angle of 05 Degrees 10 Minutes 48 Seconds, an arc distance of 46.56 feet, a radius of 515.00 feet and a chord bearing of North 60 Degrees 06 Minutes 16 Seconds East with a distance of 46.54 feet to a point and the true POINT OF BEGINNING: Thence around a curve to the right through a central angle of 39 Degrees 09 Minutes 36 Seconds, an arc distance of 351.99 feet, a radius of 515.00 feet and a chord bearing of North 82 Degrees 16 Minutes 27 Seconds East with a distance of 345.18 feet to an iron rod found; thence South 30 Degrees 14 Minutes 37 Seconds East, a distance of 72.27 feet to an iron rod found; thence South 15 Degrees 34 Minutes 15 Seconds West, a distance of 193.51 feet to an iron rod found; thence North 73 Degrees 33 Minutes 23 Seconds West, a distance of 16.68 feet to an iron rod found; thence South 15 Degrees 34 Minutes 15 Seconds West, a distance of 229.92 feet to an iron rod found; thence South 04 Degrees 12 Minutes 46 Seconds East, a distance of 49.22 feet to an iron rod found; thence North 59 Degrees 08 Minutes 53 Seconds West, a distance of 234.94 feet to an iron rod found; thence around a curve to the right through a central angle of 26 Degrees 39 Minutes 42 Seconds, an arc distance of 69.80 feet, a radius of 150.00 feet and a chord bearing of North 45 Degrees 49 Minutes 02 Seconds West with a distance of 69.17 feet to an iron rod found; thence North 57 Degrees 30 Minutes 52 Seconds East, a distance of 160.02 feet to an iron rod found; thence North 32 Degrees 29 Minutes 08 Seconds West, a distance of 253.39 feet to the POINT OF BEGINNING. Containing 120135.37 square feet or 2.757 acres.

EXHIBIT "B"

Permitted Encumbrances

1. That certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from F.I.S. Investments, LLC to Ann Fortenberry Corso, Trustee for General Electric Capital Corporation dated August 2, 2002, recorded in Deed of Trust Book 706, Page 126 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District, assigned by General Electric Capital Corporation to Wells Fargo Bank, Minnesota, N.A., dated November 15, 2002, recorded in Deed of Trust Book 751, Page 146 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District. The liability and obligations of this deed of trust and the indebtedness thereby secured were assumed pursuant to Assumption Agreement dated Oct. 19, 2004, and recorded as Instrument No. 2004-5915-1-92 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District.

2. That certain Assignment of Leases and Rents from F.I.S., Investments, LLC to General Electric Capital Corporation dated August 2, 2002, recorded in Deed Book, 390 at Page 404 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District. The liability and obligations of this assignment were assumed pursuant to Assumption Agreement dated October 19, 2004, and recorded as Instrument No. 2004-5915-1-92 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District.

3. The effect upon the property by 15 foot-wide sanitary sewer easement granted and entered into between the City of D'Iberville, Mississippi and Lakeview Investment Corporation contained in instrument dated September 1, 1998, recorded in Deed Book 329 at Page 157 in the office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District, as shown on survey of Louis D. Rash, Sr., Registered Professional Land Surveyor No. 2370, dated September 20, 2004.

4. Any prior reservation and/or conveyance of oil, gas or other minerals in, on or under the property or any interest therein or thereto.

5. Lease of 4,800 square feet of shop space within the property by F.I.S. Investments, LLC, et al, as Landlord and Blockbuster, Inc., as Tenant, evidenced by Memorandum of Lease dated March 7, 2001 recorded in Deed Book 380 at Page 160 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District.

6. The rights of parties in possession of any part or portion of the property, limited to tenants with current leases.

7. Unrecorded easement in favor of Entex, five feet (5') in width along and within the north margin of the property adjacent to Sangani Blvd., as shown by survey of

Louis D Rash, Sr., Registered Professional Land Surveyor No. 2370, dated September 20, 2004.

8. Unrecorded easement in favor of Coast Electric Power Association, ten feet (10') in width along and within the east margin of the property adjacent to Wal-Mart property as shown on survey of Louis D. Rash, Sr., Registered Professional Land Surveyor No. 2370, dated September 20, 2004.

9. Easement in favor of BellSouth of undetermined size or width along and within the south or southwest margin of the property, recorded in Deed Book 1437, at Page 625 in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, as shown as an unrecorded easement on survey of Louis D. Rash, Sr., Registered Professional Land Surveyor No. 2370, dated September 20, 2004.

10. Access easement twenty-nine feet (29') wide along and within the northwest margin of the property and twenty feet (20') wide along and within the west margin of the said property reserved in that certain Warranty Deed and Declaration executed by Lakeview Investment Corporation in favor of F.I.S. Investments, LLC, et al, dated June 29, 2000, recorded in Deed Book 357 at Page 184 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District, as shown by survey of Louis D. Rash, Sr., Registered Professional Land Surveyor No. 2370, dated September 20, 2004.

11. Restriction for a period of sixty (60) years from June 29, 2000, that the property shall not be used for anything other than a retail shopping center as provided in that certain Warranty Deed and Declaration executed by Lakeview Investment Corporation in favor of F.I.S. Investments, LLC, et al, dated June 29, 2000, recorded in Deed Book 357 at Page 184 in the Office of the Chancery Clerk of Harrison County, Mississippi, Second Judicial District.

ADDRESS OF GRANTOR: c/o Robert M. Israel, Esq.
Lauricella & Associates, Inc.
Elmwood Center, Suite 1166
1200 South Clearview Parkway
New Orleans, LA 70123
504-733-1212

ADDRESS OF GRANTEE: c/o Alan L. Murray, Esq.
Encore Enterprises
1201 25th Avenue, Suite 200
Gulfport, MS 39501
228-864-9888

DOCUMENT PREPARED BY: c/o Alan L. Murray, Esq.
Encore Enterprises
1201 25th Avenue, Suite 200
Gulfport, MS 39501
228-864-9888

INDEXING INSTRUCTIONS: SE 1/4 of SW 1/4, Section 4
T-7-S, R-9-W
Harrison County, MS, Second District

AFTER RECORDING,
RETURN TO: Pringle & Roemer, PLLC
Attorneys at Law
P. O. Box 211
Biloxi, MS 39533

LRMINQ01 REDEMPTION
Library 2015 LANDROLL

LAND ROLL MAINTENANCE

LRWINQ01/HC

INDIAN RIVER S/C PARTNERS LTD
C/O ALTUS GROUP U.S. INC.
930 WEST FIRST STREET, SUITE 303

Parcel 1408E-01-001.008 PPIN 118167
Alt Parcel 1408E-01-001.008
Exempt Code Tax District 1DW
Subdivision

Neighborhood

C/S/Z FORT WORTH TX 76102

Sect/Twn/Rng 04 07 09 Blk St 3661 SANGANI BLVD

Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2		1082030				967906	2049936	307491
		1082030				967906	2049936	307491

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV

Mtg Eligible for Class 1 N (Y/N)

New Value Added F-Fire O-Override Deed Ref. 2011-0001150-D-J2

Drainage Code Benefit Price Total Deed Date 5 / 20 / 2011

Roll: Page Line Added 9 21 2000

County 15250 3 By VFB

City Changed 5 29 2012

Levee Benefits X .05 = School By SRA

F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS

F3 For next record

Book Page Instrument Number	Date	Type
2011-0001150-D-J2	5 20 2011	WD
2004-0002895-D-J2	10 19 2004	SW
2004-0002893-D-J2	10 19 2004	CW
0396/0631	1 8 2003	
0391/0361	8 27 2002	
0357/0218	7 5 2000	
0357/0184	7 5 2000	

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F3-NEXT PARCEL, F4-NAME, F5-LEGAL, F8-FLAGS, F9-OPTIONS

LRMINQ01 REDEMPTION

LAND ROLL MAINTENANCE

LRWINQ02/HC

Parcel 1408E-01-001.008

Library 2015 LANDROLL

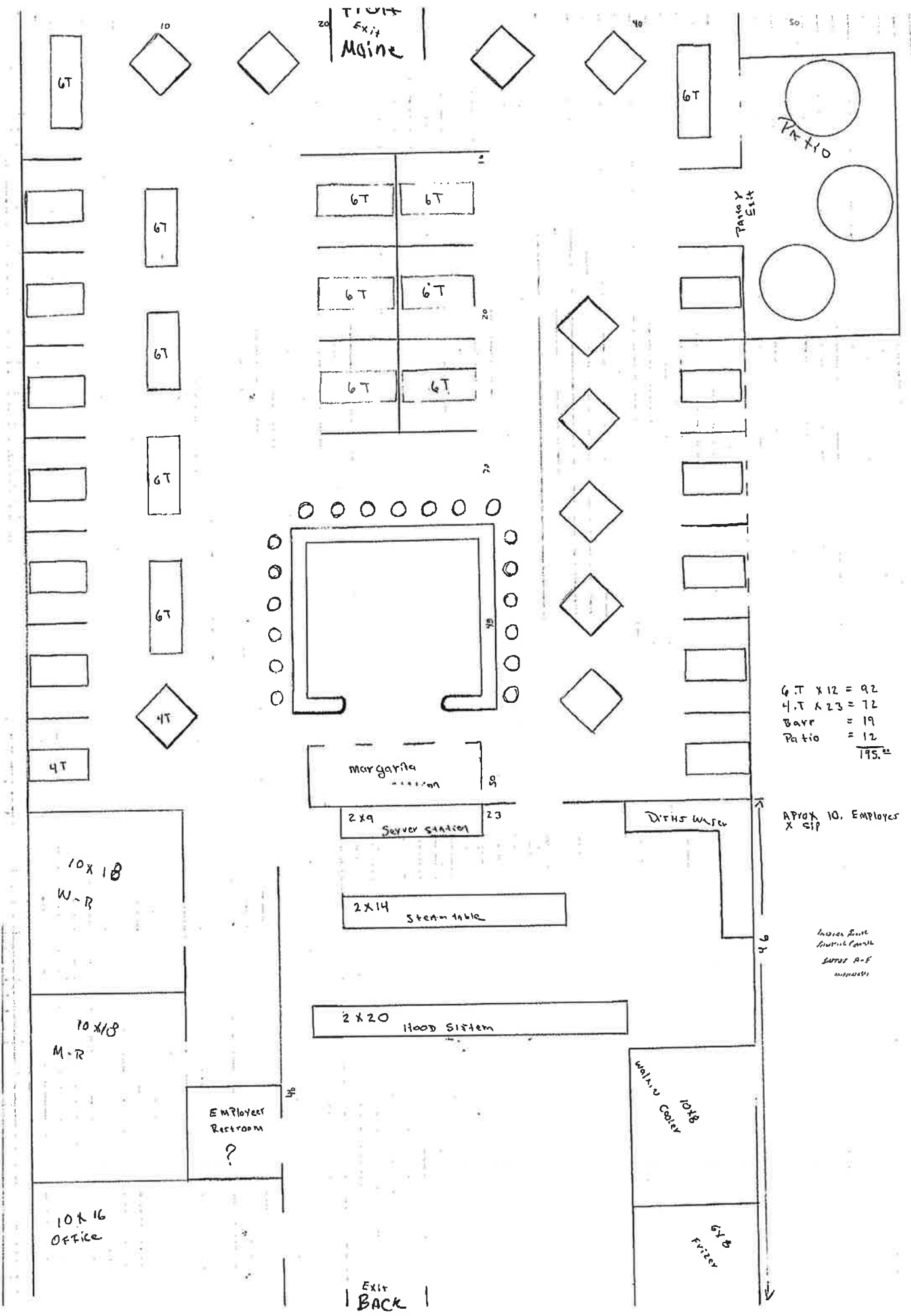
Legal Description 2.7 AC COM SW COR SEC 4 N 194.8 FT
E 626.7 FT N 57 DG E 423.5 FT N 60
DG E 46.5 FT S 32 DG E 4.3 FT TO
SLY MAR OF SANGANI BLVD & POB NELY
ALONG RD 145.6 FT N 4 DG W 2.3 FT
ELY ALONG RD 151 FT S 10 DG W 5.6
FT S 30 DG E 52 FT S 15 DG W 193.5
FT N 73 DG W 16.6 FT S 15 DG W 230
FT S 4 DG E 49.2 FT N 59 DG W 234.9
FT N 45 DG W 69.1 FT N 57 DG E 160
FT N 32 DG W 253.3 FT TO POB PART
OF S 1/2 OF SW 1/4 OF SEC 4-7-9

PPIN 118167

Page 1

F1-1ST LGL,F2-NXT LGL,F3-NXT PARCEL,F4-NAME,F7-DEED,F8-FLAG,F9-OPTIONS

EXIT
Maine



6T x 12 = 92
 4T x 23 = 72
 Barr = 19
 Ratio = 12
 195.00

APPROX 10. EMPLOYEES
 X SIP

INSIDE UNIT
 INSIDE UNIT
 SUPER A-F
 MOUNTED

EXIT
BACK

Geoportal Map



May 5, 2015

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