Special Use Permit Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 015-26
Filing Fee: $625.00
Received: 2/9/26
Date Advertised:
Proj. No.: 26-021
Public Hearing Date:

Applicant: Michael Fleshman Phone No.: 417-622-7531

Address: 10314 Lawrence 2160 Mt Vernon MO 65712 Email: nexusproperties bk@gmail.com

Owner: Michael Fleshman Phone No.: 417-622-7531

Address: 10314 Lawrence 2160 Mt Vernon MO 65712 Email: nexusproperties bk@gmail.com

Location of Property: 1721 S Joplin Ave Joplin, MO

Present Use of Property: Vacant

Proposed Use of Property: Two-Family Residential

Current Zoning: C-2 Acreage:

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	M-2	Vacant
South	M-2	Parking Lot
East	C-2	Retail/Office Space
West	R-3	Single-Fam Home

Character of the Neighborhood: Downtown Commercial (Walkable)

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☑	☐	Is deemed necessary for the public convenience at that location.
☑	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☑	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☑	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☑	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☑	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☐	☐	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time? Permanent

Operational Information:
The Special Use Permit that will be issued will have set of conditions that will require information regarding the following (additional conditions may be imposed by the Commission and Council):

Hours of Operation: This is residential living space

Days of Operation: This is residential living space

Number of Off-street Parking Spaces: 4 (1 car garage for each unit)

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): Ø

Number of Employees and/or Assistants: Ø

Nature of Business: Residential living space/not a business

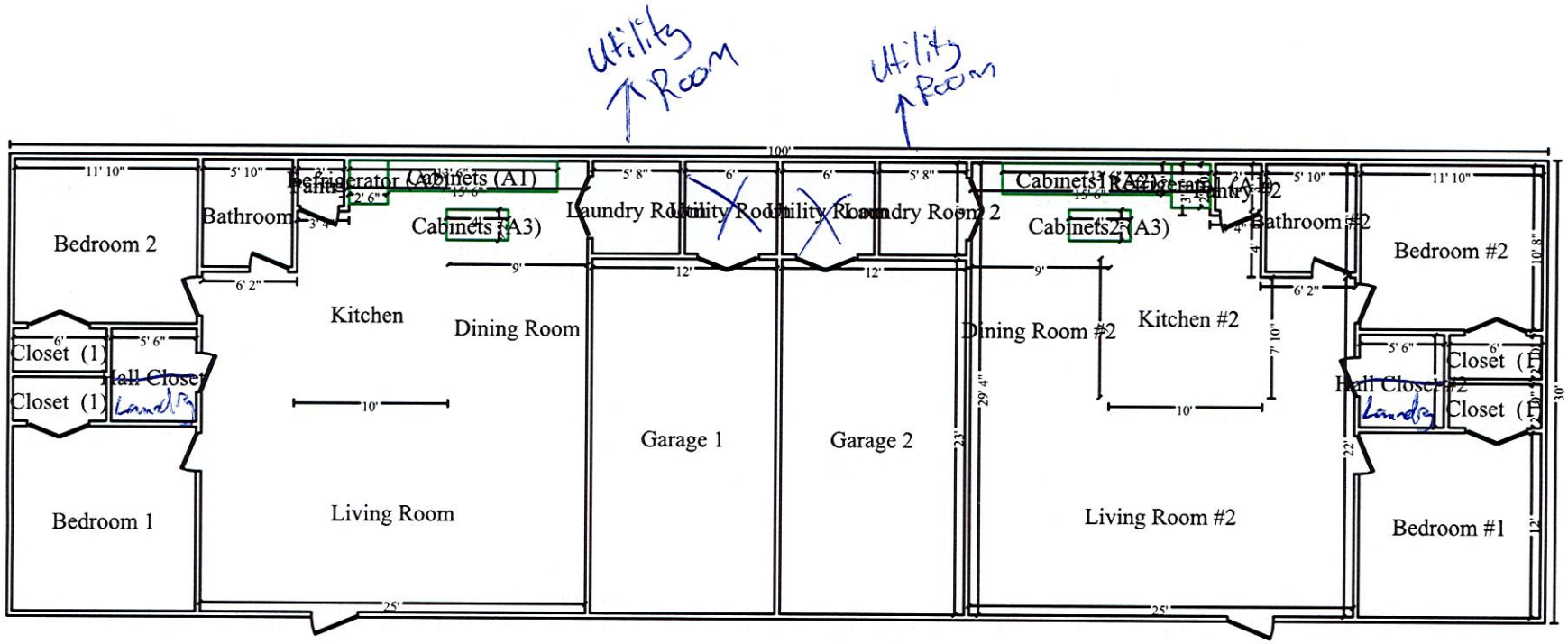
Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Completed and signed application.
☑	☐	Legal description of the property from a deed or certified survey. Must be legible.
☑	☐	Additional sheet explaining how the above criteria are met.
☑	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☑	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

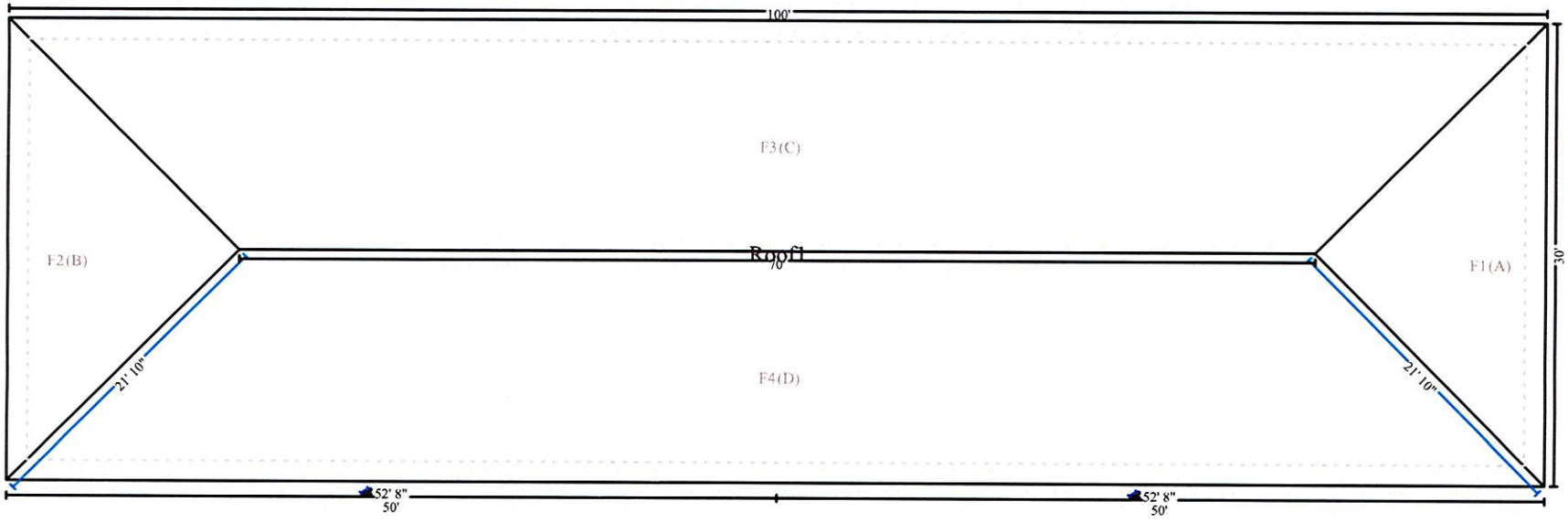
Applications that are incomplete or missing required documents will **not** be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 3-6-26


Utility Room
Utility Room
100'
Bedroom 2
Bathroom
Refrigerator (A2)
Cabinets (A1)
Cabinets (A3)
Laundry Room
Utility Room
Utility Room
Laundry Room 2
Cabinets1 (A2)
Refrigerator (A1)
Pantry #2
Cabinets2 (A3)
Bathroom #2
Bedroom #2
Kitchen
Dining Room
Dining Room #2
Kitchen #2
Closet (1)
Closet (1)
Hall Closet
Laundry
Hall Closet #2
Laundry
Closet (1)
Closet (1)
Garage 1
Garage 2
Bedroom 1
Living Room
Living Room #2
Bedroom #1
11' 10"
5' 10"
5' 8"
6'
6' 2"
9'
12'
10'
25'
23'
29' 4"
22'
7' 10"
10' 8"
30'
5' 6"
6'

N

Interior



N

Roof





existing

JOINT DRIVEWAY AND ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this 10th of February, 2026, by **Ahmedairbnb, LLC,** a **Missouri Limited Liability Company (Ahmed)** and **Stokes Property, LLC,** a **Missouri Limited Liability Company (Stokes).**

WITNESSETH:

WHEREAS, Ahmed is the owner of the real property described in Exhibit A attached hereto and made a part hereof **("Ahmed Property")** and

(Grantee's mailing address is 1721 South Joplin Avenue, Joplin, MO 64804)

EASEMENTS AND LICENSES

WHEREAS, Stokes is the owner of the real property described in Exhibit B attached hereto and made a part hereof **("Stokes Property"),** which property is adjacent to **Ahmeds Property;** and

WHEREAS, Ahmed and **Stokes** desire to establish and create a joint driveway connecting certain paved portions of their respective properties to provide access between their properties and to establish and create access easements to provide ingress to and egress from their respective properties and that certain public thoroughfare adjacent to their respective properties located in the city of Joplin, Missouri known as Main Street and Joplin Street.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits inuring to the parties hereto, **Ahmed** and **Stokes,** hereby agree as follows:

1. **Ahmed** does hereby declare, create, grant and convey to **Stokes** an easement over, upon and across that portion of **Ahmed Property** as may be designated, marked or set aside from time to time as driveways, roadways or travel lanes and across those paved and hard surfaced areas of **Ahmed Property** used for parking and access through its said property: provided, however, that nothing herein shall be construed as limiting **Stokes's** right, which right is

herewith specifically reserved, to change the location from time to time of such driving lanes or roadways as it determines is appropriate for its property, provided that same does not substantially reduce access between the parties' properties and access to Main Street from **Stokes Property**.

2. **Stokes** does hereby declare, create, grant and convey to **Ahmed** an easement over, upon and across that portion of **Stokes Property** as may be designated, marked or set aside from time to time as driveways, roadways or travel lanes over and across those paved or hard surfaced areas of **Stokes Property** used for parking and access through its property: provided, however, that nothing herein shall be construed as limiting **Stokes** right, which right is herewith specifically reserved, to change the location from time to time of such driving lanes or roadways as it determines is appropriate for its property, provided that the same does not substantially reduce access between the parties' properties and access to Main Street from **Ahmeds' Property**

3. The Parties do hereby further jointly declare, create, establish, grant and convey each to the other a joint driveway easement between the parties properties generally as shown on Exhibit C attached hereto and incorporated herein by this reference and in furtherance of such declaration **Ahmed** does hereby grant to **Stokes** an easement for the purposes of providing access between its paved parking lot and driveways and **Stokes Property** over and across that portion of **Ahmeds' Property** generally described on Exhibit C attached hereto and incorporated herein by this reference: and in furtherance of such declaration **Stokes** does hereby grant to Ahmed an easement for the purposes of providing access between its paved parking lot and driveways and Ahmeds Property over and across that portion of **Stokes' Property** generally described on Exhibit C attached hereto and incorporated herein by this reference.

4. **Ahmed** agrees to maintain and keep clean and reasonably free from snow and ice, from time to time, the driveways located on its property and across which **Ahmed** has granted **Stokes** an easement hereby, and **Stokes** agrees to maintain and to keep clean and reasonably free of snow and ice and from time to time, the driveways located on the property and across which Stokes has granted Ahmed an easement hereby.

5. In the event that either party fails to perform the maintenance of its property as required by paragraph 4 hereof, the non-defaulting party shall have the right to seek enforcement of such obligation in an appropriate court of law in the County of Jasper, Missouri, together with its reasonable attorney's fees as set by the court.

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

I, Ahmed Ibrahim, of lawful age, being first duly sworn on my oath, state that I am a member of Ahmedairbnb, LLC, named in the above and foregoing Joint Driveway and Access Easement Agreement, and that I have read said Joint Driveway and Access Agreement, and the facts stated therein are true according to my best knowledge and belief.

Ahmed Ibrahim

Member – Ahmed Ibrahim

Subscribed and sworn to before me this 18th day of February 2026.

Notary Public – Thomas C. Mann

My Commission Expires:
June 23, 2026

THOMAS C. MANN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 23, 2026
JASPER COUNTY
COMMISSION #14528579

6. Neither party hereto shall so use or permit the use of the driveway to be constructed so as to prevent or restrict the free and uninterrupted use thereof by the other party or their respective invitees.

7. The easement created hereby shall be deemed to be covenants running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and upon their respective legal representative, successors and assigns and all parties claiming by, through or under the parties hereto, or either of them, shall be taken to hold, agree and covenant with the said parties hereto, and with their successors and assigns, and with each of them, conform to and observe the provisions with this Agreement.

Ahmedairbnb, LLC.

By: _____
Ahmed Ibrahim

Stokes Property, LLC.

By: _____
Nathan Stokes

By: _____
Sandi Stokes

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

I, Nathan Stokes, of lawful age, being first duly sworn on my oath, state that I am a member of Stokes Property, LLC, named in the above and foregoing Joint Driveway and Access Easement Agreement, and that I have read said Joint Driveway and Access Agreement, and the facts stated therein are true according to my best knowledge and belief.

Member – Nathan Stokes

Subscribed and sworn to before me this 10 day of February 2026.

Notary Public – Thomas C. Mann

My Commission Expires:
June 23, 2026

THOMAS C. MANN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 23, 2026
JASPER COUNTY
COMMISSION #14528579

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

I, Sandi Stokes, of lawful age, being first duly sworn on my oath, state that I am a member of Stokes Property, LLC, named in the above and foregoing Joint Driveway and Access Easement Agreement, and that I have read said Joint Driveway and Access Agreement, and the facts stated therein are true according to my best knowledge and belief.

Member – Sandi Stokes

Subscribed and sworn to before me this 10 day of February 2026.

Notary Public – Thomas C. Mann

My Commission Expires:
June 23, 2026

THOMAS C. MANN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 23, 2026
JASPER COUNTY
COMMISSION #14528579

EXHIBIT A

AHMED'S PROPERTY

PROPERTY DESCRIPTION

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

EXHIBIT B

STOKES'S PROPERTY

PROPERTY DESCRIPTION

ALL OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

EXHIBIT C

PROPERTY DESCRIPTION

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

ALSO BEING SUBJECT TO A 9.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 9.00 FEET OF LOT NUMBER LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TOGETHER WITH A 4.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE NORTH 4.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN JASPER COUNTY, MISSOURI.

TOGETHER WITH A 20.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 20.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TOGETHER WITH A 10.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE EAST 10.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

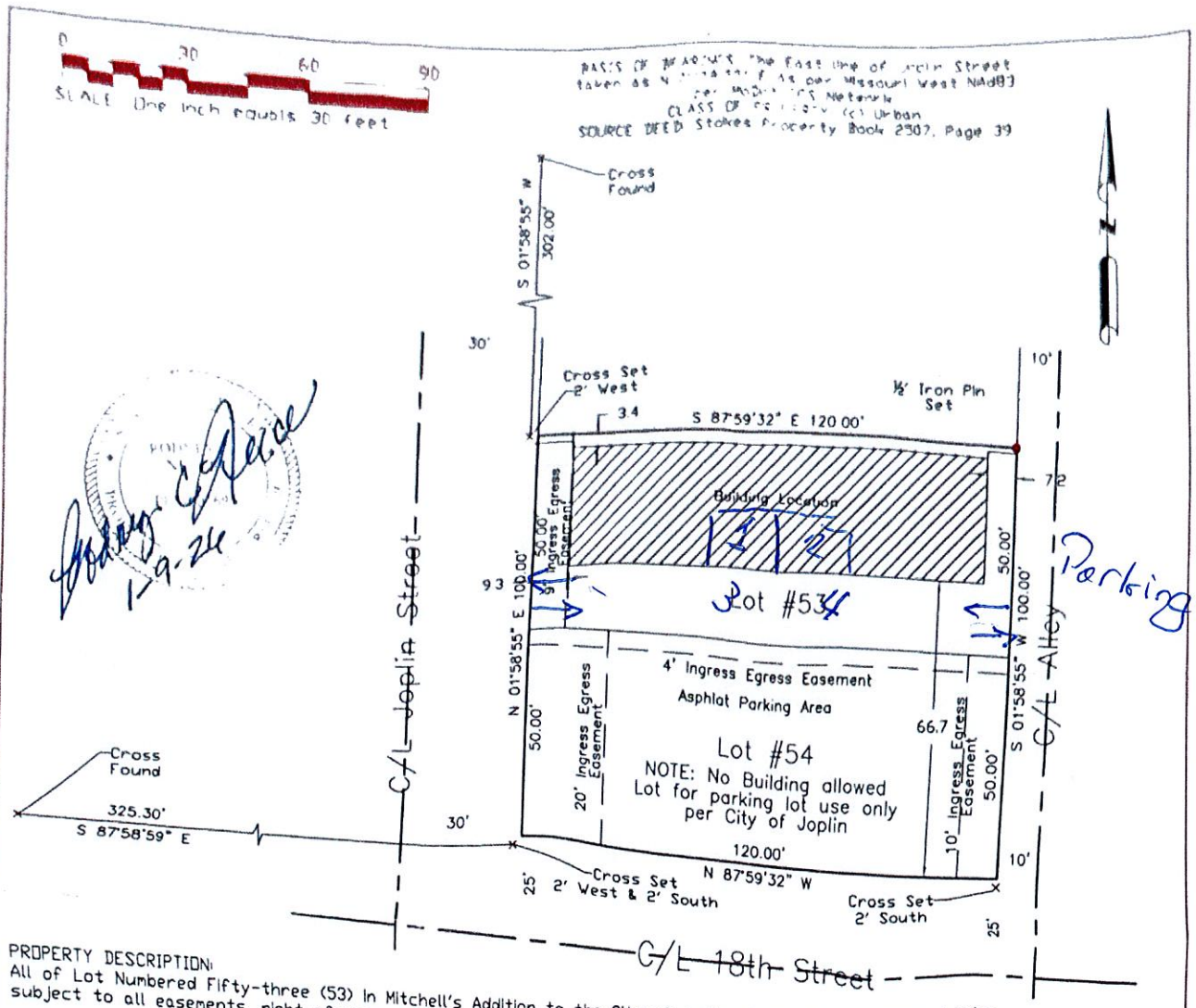
ALL OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

SUBJECT TO A 4.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE NORTH 4.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

SUBJECT TO A 20.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 20.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

SUBJECT TO A 10.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE EAST 10.00 FEET OF LOT NUMBERED FIFTY-FOUR (54) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TOGETHER WITH A 9.00 FOOT INGRESS EGRESS EASEMENT OVER AND ACROSS THE WEST 9.00 FEET OF LOT NUMBER LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



PROPERTY DESCRIPTION:
All of Lot Numbered Fifty-three (53) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri being subject to all easements, right-of-ways, and reservations of record.

Also being subject to a 9.00 foot Ingress Egress Easement over and across the West 9.00 feet of Lot Number Lot Numbered Fifty-three (53) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 4.00 foot Ingress Egress Easement over and across the North 4.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 20.00 foot Ingress Egress Easement over and acros the West 20.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 10.00 foot Ingress Egress Easement over and across the East 10.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

All of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri being subject to all easements, right-of-ways, and reservations of record.

Subject to a 4.00 foot Ingress Egress Easement over and across the North 4.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri.

Subject to a 20.00 foot Ingress Egress Easement over and acros the West 20.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Subject to a 10.00 foot Ingress Egress Easement over and across the East 10.00 feet of Lot Numbered Fifty-four (54) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

Together with a 9.00 foot Ingress Egress Easement over and across the West 9.00 feet of Lot Number Lot Numbered Fifty-three (53) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri

SURVEYOR'S CERTIFICATE:

I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey 'Survey Affidavit' or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1973 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Nate Stokes		
DRAWN: Allgood	DATE DRAWN:	ADDRESS: 17th & Joplin Joplin, Mo.
APPROVED: JB/DE	S/T/R: 10-27-33	
SCALE: 1'=30'	FILE NAME: L53-54M1	Cert of Authority LSC-2019012803