

AGENDA
ZONING BOARD OF ADJUSTMENT AND APPEALS
CITY HALL COUNCIL CHAMBERS
THURSDAY, FEBRUARY 18, 2021 AT 3:00 PM

- A. Prayer**
- B. Pledge of Allegiance**
- C. Call to Order**
- D. Determination of a Quorum**
- E. Confirmation of Agenda**

E1. ZB Proof of Publication

- F. Adoption of Minutes**

F1. Zoning Board Meeting - January 21, 2021

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

Any person or any officer, department or agency of the City aggrieved by any decision of the Zoning Board of Adjustment and Appeals may, within fifteen (15) days thereafter appeal there from to the mayor and City Council by filing with the Planning Division a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Zoning Board shall cause a transcript of the proceedings in the case to be certified to the mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal, is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development-Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. Anyone speaking today is asked to complete a "Speaker's Card".

Please provide the completed card at the time you speak to the Zoning Board. City staff personnel can assist in any questions you may have or in completing the card. This public meeting is open to all for comment.

G3. Routine Agenda

1. Variance 2102ZB015:

Variance 2102ZB015, by owner Mecham Law Firm, LLC, tax parcel 0811E-02-033.000, Variances for parking reduction and backing into the right-of-way, 1600 30th Ave, Zoned T5 (Urban Center Zone), Ward 2

2. Special Exception 2102SE018:

Special Exception 2102SE018, by agents Surjit Singh & Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6

3. Variance 2102ZB025:

Variance 2102ZB025, by owner Gregory Smith, tax parcel 1011D-01-040.000, Request variance for property area, W Cedar Dr, Zoned T6 (Urban Core Zone), Ward 2

4. Special Exception 2102SE026:

Special Exception 2102SE026, by owner JSP LLC, tax parcel 1010H-02-031.001, Request liquor sales use, 2079 E Pass Rd, Zoned B-1 (Neighborhood business), Ward 2

5. Variance 2102ZB027:

Variance 2102ZB027, by owner Kathleen J.S. Sanders, tax parcel 0707G-02-001.002, Variance for fence height, 16285 Greenglade Dr, Zoned R-1-15 (Single-family), Ward 7

H. Adjournment

MEMORANDUM

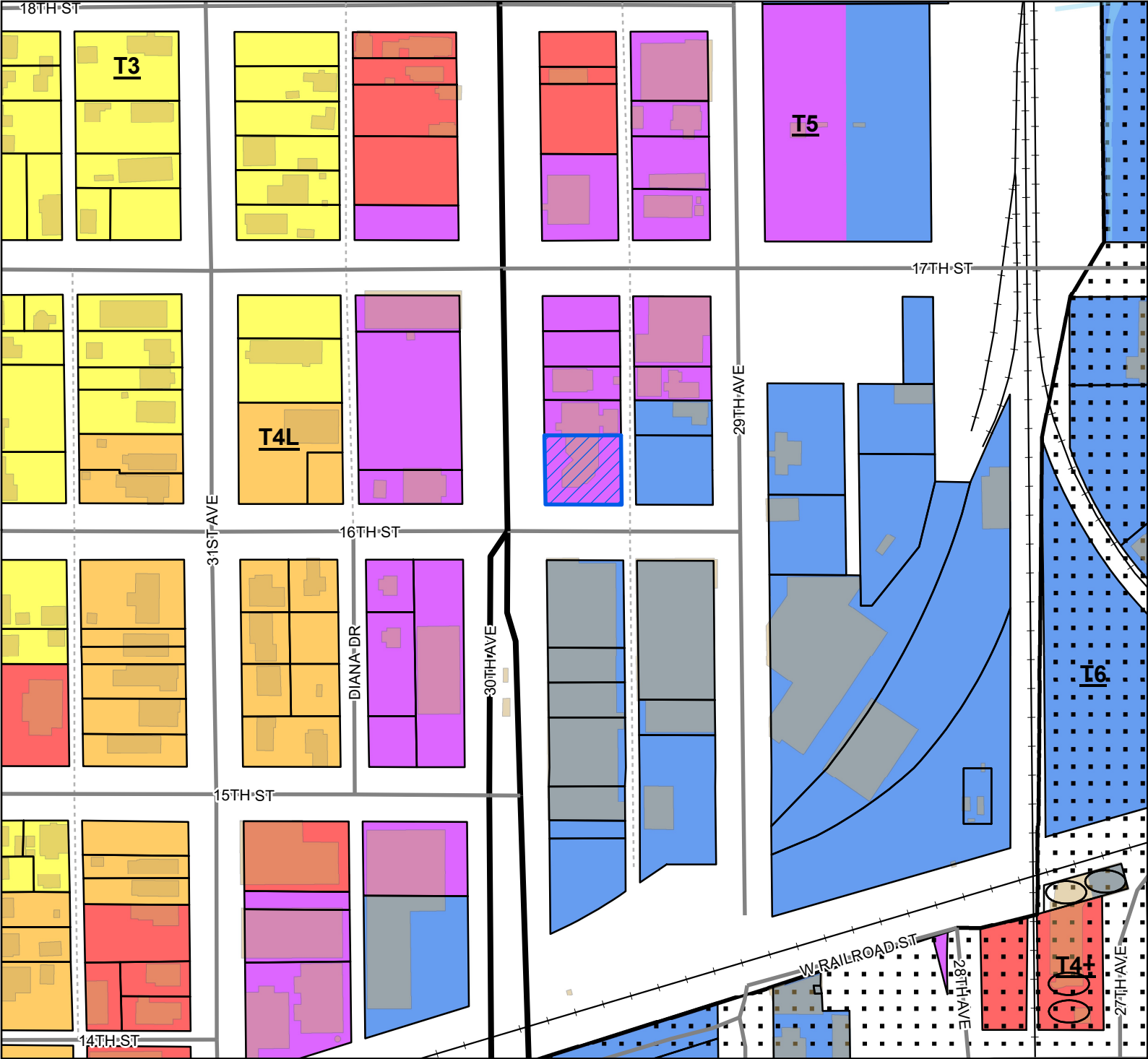
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 18, 2021

Re: Variance 2102ZB015:

Variance 2102ZB015, by owner Mecham Law Firm, LLC, tax parcel 0811E-02-033.000,
Variances for parking reduction and backing into the right-of-way, 1600 30th Ave, Zoned T5
(Urban Center Zone), Ward 2



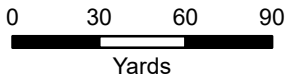
- Site
- US or State Highway
- Street
- Alley
- Railroad
- Parcels
- Buildings
- Water Features

Smart Code

- T6
- T5
- T4+
- T4L
- T3

Site Information

0811E-02-033.000
Zoning: T5 (Urban Center Zone)
Size: 10,975 sq ft
Flood: 0.2%



1 inch = 200 feet



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"Site Plan"

30th Ave



16th Street

Google Earth



Area Map

Printed 12/14/2020

30TH AVE

0811E-02-035.000

19

50

110

18

0811E-02-034.000

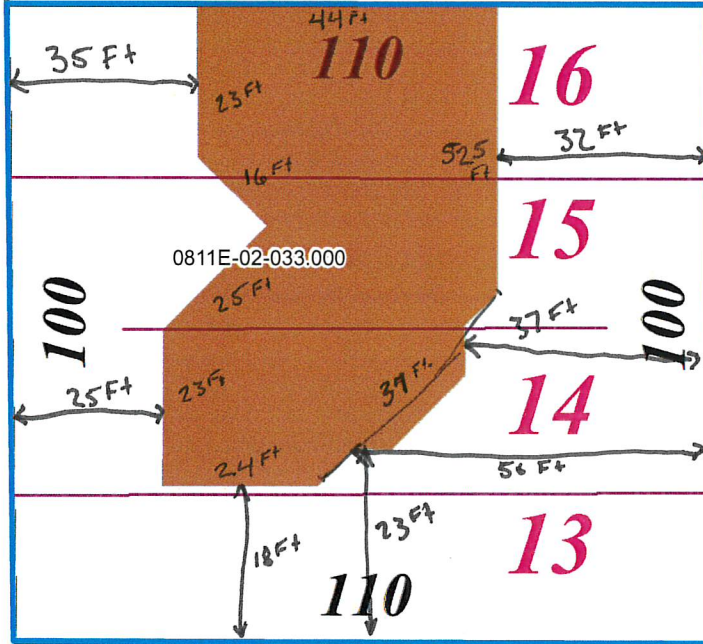
17

50

7

0811E-02-029.001

8



0811E-02-033.000

110

16

15

14

13

0811E-02-031.000

10

11

12

16TH ST

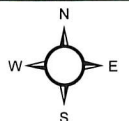
0811E-02-044.000

110

37

0811E-02-038.000

- Principal Arterial
- Minor/Residential
- Alley
- Water Features
- Parcels



1 inch = 30 feet

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Area Map

Printed 12/10/2020

1612 30TH AVE

0811E-02-035.000

0811E-02-034.000

0811E-02-029.000

1600 30TH AVE

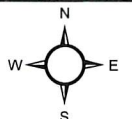
0811E-02-033.000

0811E-02-031.000

16TH ST

● Addresspoints

▭ Parcels



1 inch = 25 feet

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Section F:

1. The special circumstances are that the building has been vacant for several years and therefore the changes in the code since the time the building and parking lot were constructed are now applicable and make the parking lot not compliant with the code. The current parking lot does not meet code because there are not enough parking spaces and there is not 25' of land behind the parking spots on the same property. The building was designed and built as an office building in the early 1980s and has been used as such until around 3 years ago when it became vacant. We will continue to use the building as an office building. We request to use the same parking lot that was constructed and designed originally, and there is no way to extend the parking on the property. There is not enough land adjoining the building property to provide the amount of parking lot space required by the code.
2. We do not intend to modify anything other than to resurface the parking lot, adding value to the building and surrounding areas. We have done nothing that would cause the need for the variance. We expected the parking lot to be usable as is because the use of the building has not changed, only a lapse in occupancy.
3. There is no remedy other than a variance. The only other option would be to require the purchase of adjacent properties which would be economically impossible and would require displacing home owners on the adjoining lots, or to not use the building.
4. If a variance is not granted the code will render the building useless based on the requirements of the statute to have more land than that the lot has. There is no way to create more space on the land. Not being able to utilize the building denies the city and surrounding areas the economic benefit of having four office spaces occupied that have been vacant. Our business alone will generate traffic to downtown Gulfport, but also the possibility that three other businesses could occupy the office spaces of the building.
5. The only thing we are asking is to have a variance to be allowed to use the property as it is currently constituted and has been for more than 30 years. There is no special benefit other than the ability to use the building and parking lot, like any other business, and like the people who owned the building before us were able to do.
6. The proposed use is permissible by special exception.

Section G.

Affidavit

I, Dalaney Mecham, do hereby certify, swear or affirm that I am competent to give the following declaration based on my personal knowledge, and that the following statement is true and correct to the best of my knowledge:

This request is not in violation of restrictive or protective covenants.

Further the affiant saith naught.

Dalaney Mecham (Print Name) Dalaney (Sign Name) 12/14/2020 (Date)

STATE OF Mississippi

COUNTY OF Jackson

Before me, a Notary Public in and for said County and State, hereby certify that Dalaney Mecham, personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the 14th day of December 2020.

Moraima Marrero
Notary Signature





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Mecham Law Firm, LLC	Legal
Mecham Law Firm	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1171861
Status:	Good Standing
Effective Date:	03/12/2019
State of Incorporation:	Mississippi
Principal Office Address:	1615 25th Ave, 1615 25th Ave GULFPORT, MS 39501

Registered Agent

Name
Dalaney Lee Mecham Esq 1615 25th Ave Gulfport, MS 39501

Officers & Directors

Name	Title
Dalaney Mecham PO Box 6594 Gulfport, MS 39501	Manager
Hannah Shirley 1615 25th Ave Gulfport, MS 39501	Member

Prepared by:
Donald R. Jones, # 17
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965
File #205192

Return to:
Donald R. Jones
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, WARREN L. HERRON, JR. and wife, MARY L. HERRON, 404 N. Sunset Blvd., Gulf Breeze, FL 32561, 850-932-5966, do hereby sell, convey and warrant unto MECHAM LAW FIRM, LLC., 20 E. 52nd Street, Gulfport, MS 39507, 228-351-9595, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots 13 (Thirteen), Fourteen (14), Fifteen (15), and Sixteen (16), Block One Hundred Forty-eight (148), ORIGINAL GULFPORT, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 9 (Copy Book 4-A at Page 368) thereof, reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

WITNESS OUR SIGNATURES, on this the 23rd day of November, 2020.

Warren L. Herron, Jr.
WARREN L. HERRON, JR.

Mary L. Herron
MARY L. (HERRON

STATE OF FLORIDA
COUNTY OF SANTA ROSA

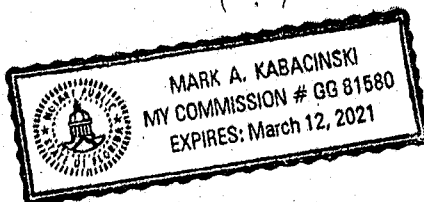
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, WARREN L. HERRON, JR., and wife, MARY L. HERRON, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24 day of November, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires:

3/12/2021



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MECHAM LAW FIRM LLC (OWNER)	1600 30TH AVE	GULFPORT	MS	39507
			Adjacent Property Owners				
	20032	0811E-02-036.000	BROWN & CREEL LLC	1616 30TH AVE	GULFPORT	MS	39501
	98607	0811E-03-054.001	MSL PROPERTIES LLC	1601 30TH AVE	GULFPORT	MS	39501
	88331	0811E-02-029.000	ROCKY ROBERT G	1030 E RAILROAD ST	GULFPORT	MS	39501
	88355	0811E-02-031.000	APPLIED BUSINESS CONCEPTS LLC	17991- A OLD PERKINS RD E	BATON ROUGE	LA	70809
	20151	0811E-02-043.000	RBUCKLE HOLDINGS LLC	1390 31ST ST	GULFPORT	MS	39501
	20031	0811E-02-035.000	NELSON RONNIE & ALICE M	1612 30TH AVE	GULFPORT	MS	39501
	102790	0811E-02-029.001	BRENNAN JOANNE J	53485 HWY 433	SLIDELL	LA	70461
	20023	0811E-02-028.000	GLASS SOLUTIONS INC	5112 QUINCY AVE	GULFPORT	MS	39507
	20152	0811E-02-044.000	RBUCKLE HOLDINGS LLC	1930 31ST ST	GULFPORT	MS	39501
	20030	0811E-02-034.000	BRAGG PEGGY J	1610 30TH AVE	GULFPORT	MS	39501
	20029	0811E-02-033.000	HERRON WARREN L JR & WF	404 N SUNSET BLVD	GULF BREEZE	FL	32561
N	98608	0811E-03-054.002	MSL PROPERTIES LLC	1601 30TH AVE	GULFPORT	MS	39501
	88396	0811E-03-105.000	CURRIE EDWARD H JR	1533 30TH AVE	GULFPORT	MS	39501
N	88342	0811E-02-038.000	GULFPORT CITY OF	2309 15TH STREET	GULFPORT	MS	39501
N	20033	0811E-02-037.000	BROWN & CREEL LLC	1616 30TH AVE	GULFPORT	MS	39501

RE: Variance 2102ZB015, by owner Mecham Law Firm, LLC, tax parcel 0811E-02-033.000, Variances for parking reduction and backing into the right-of-way, 1600 30th Ave, Zoned T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, February 18, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, February 18, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

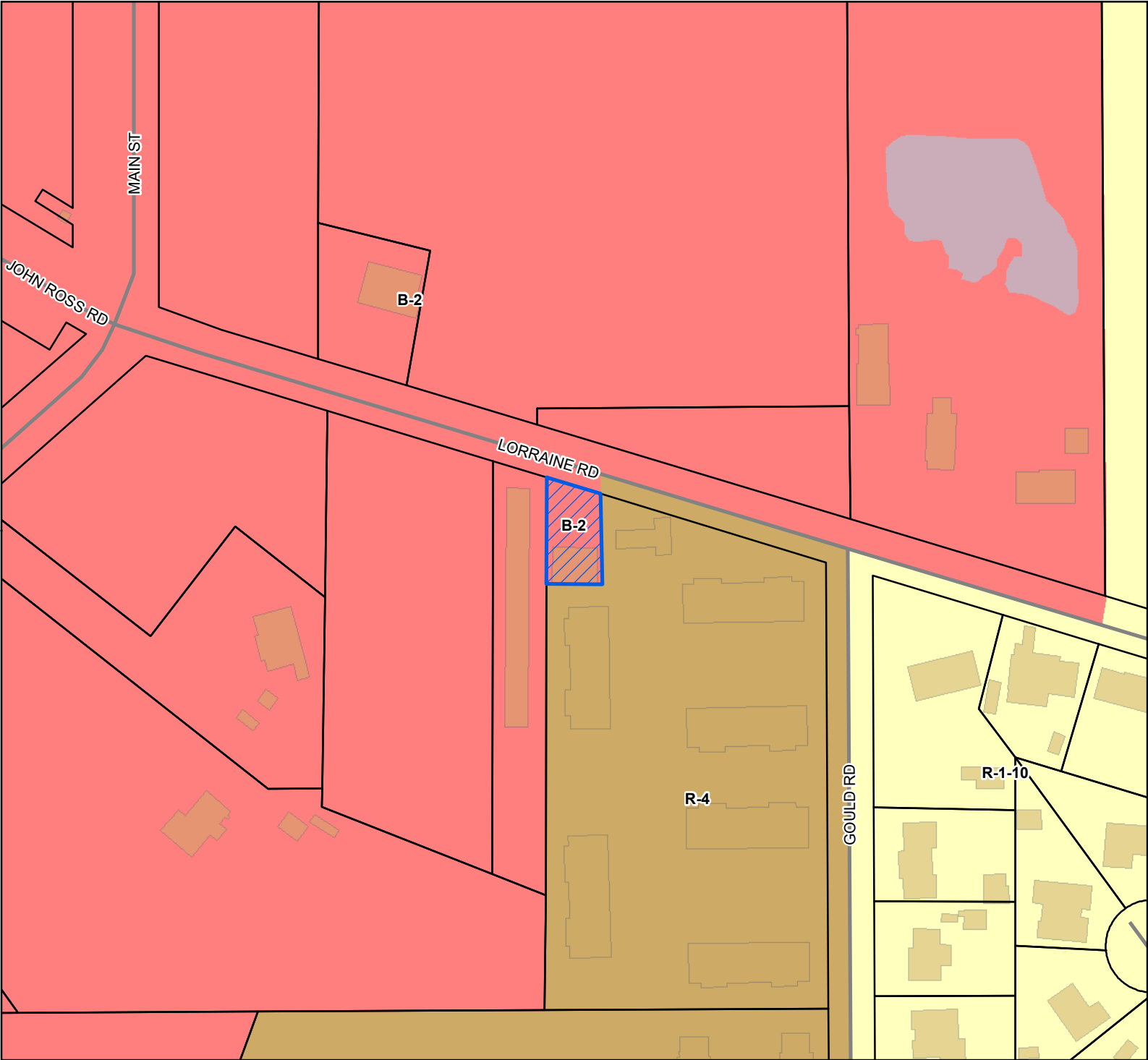
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 18, 2021

Re: Special Exception 2102SE018:

Special Exception 2102SE018, by agents Surjit Singh & Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6



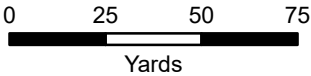
Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-2 - General Business District
- R-1-10 - Single Family Residence (Low Density)
- R-4 - General Residence (High Density)

Site Information
1008K-03-002-000
Zoning: B-2 (General business)
Size: 6,275 square feet
Flood: X



1 inch = 150 feet



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This establishment is not located closer than one thousand (1000) feet to nay church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as liquor store and / or free-standing lounge or tavern.



Signature of Owner or agent

SURJIT SINGH

Printed name

12/18/20

Date

Notary Brenda S Chapman



F. We have ingress and egress to our property. The entrance to the building will be front door. As, we mention in our floor plan. The rights of ingress and egress are essential to the full use of this property. We have so much open space to enter and leave the property. Our property does not block any neighbours. We have all kind easy access to in case of emergency.

— There will be no off-street parking, for anyone. We make sure no one park on off street. As we trying to sell a liquor normally people do not stay no more than 5-10 mints, but we keep eyes on customers, to make sure they and us follow every single rules. We have enough parking space to handle each customer. We make sure no one park on off-street.

—We try our best, do not refused any service to anyone. But if anyone came to our business and do not follow state rules, we have full rights to reused service to him or her. If we refuse service to anyone always have big reason behind it.

— we provide every kind to utilities to our customers from 10 am to 10 pm. All lights in the store be on as business hours. Also, we have security cameras facility to our customers. So, we provide bathroom facility for customers. Our business open from 10 am to 10 pm, in these we try give safe business for everyone.

—This is not a new building, already established business. So, business do not a any kind of screening and buffering.

— Our business has all type of signs as we need to open and closed. All signs coming with extra light, so customer

do not have any kind of problem. We try to provide every single kind of security to our customers.

—Our business in a safe zone area. We have enough yards and open spaces to cover up everything.

—General compatibility with adjacent, is to protect established neighbourhoods and their distinctive characteristics by addressing how certain factors contribute to successful business. Our business gives safety to near around all neighbourhoods.

—Our business away for from such as schools and churches. Before in this space have insurance company, now we try to open a liquor store. We promise our business do not harmed anyone personally and physically.

G. Transportation and access showed in our floor plan. We have handicapped parking. So easy for disabled people to park, also we have railing for disabled people. It is perfect for them to drive and walk inside the store. We trying to provide easy and simple in and out access to everyone.

—we have bathroom and waste disposal containers. We make sure our business does not do littering around. As I mention we have security cameras, so we keep eyes on people and us. Also, we are not required trash in the parking a lot either.

—We have all kind of signs on each door in case of emergency. We have all exit signs, also light up 24hours. So, customers and employees easily saw them. We try to

be fixed building to protect customer and employees. So, we make sure in case of emergency we all are safe.

—We follow each law. We make sure we follow all traffic rules and regulations. We make sure our business does not provide any kind of harms to anyone. We try to make our business to safe for everyone.

We are giving our customers and employees good and safe environment. we are looking forward to opening a liquor store there.

Prepared by:

Symmnes & Estes, PLLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501

Return to:

Symmnes & Estes, PLLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501

State of Mississippi
County of Harrison
First Judicial District

CONTRACT FOR DEED

Name and Address of Owner/Seller:

Eure Properties, LLC & RPM Investments, LLC
11839 Sleeping Deer Lane
Saucier, MS 39574
(228) 697-0625

Name and Address of Buyer:

Surjit Singh & Darshan Kaur
12625 S. Lake Forest Drive
Gulfport, MS 39503
(228) 235-1002

☒ See Exhibit A attached hereto for Legal Description

1008K-03.002.000
11594 Lorraine Road
Gulfport, MS 39503

CONTRACT FOR DEED

THIS DAY this agreement is entered into by and between Eure Properties, LLC & RPM Investments, LLC, hereinafter referred to as "SELLER", whether one or more, and Surjit Singh & Darshan Kaur, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

1.

SALE OF PROPERTY

For and in consideration of TEN DOLLARS (\$75,000.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in Harrison County, State of Mississippi, said property being described as follows: *(See Legal Description attached as Exhibit "A")*

Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record, and all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and any and all furniture, equipment, and decorations now on the premises.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

2.

PURCHASE PRICE AND TERMS

The purchase price of the property shall be \$75,000.00. Initial payment of \$10,000.00 with remaining balance of \$65,000.00 financed at 6.5% interest per annum due in 10 years, with monthly installments of \$738.06 being due beginning 8/1/2020 and due in full no later than July 1, 2030.

3.

TIME OF THE ESSENCE

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.

4.
SECURITY

This contract shall stand as security of the payment of the obligations of Purchaser.

5.
MAINTENANCE OF IMPROVEMENTS

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

6.
CONDITION OF IMPROVEMENTS

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Purchaser accepts the property in its "as-is" condition without warranty of any kind.

7.
TAXES, INSURANCE AND ASSESSMENTS

Taxes and Assessments: With the Exception of tax year 2020, during the term of this contract Purchaser shall pay all taxes and assessments levied against the property.

8.
DEFAULT

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

- (a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15)

days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or
(b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of Mississippi.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 9(a), Seller shall be entitled to immediate possession of the property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser.

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

9.

DEED AND EVIDENCE OF TITLE

Upon total payment of the purchase price, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Seller's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

10.

NOTICES

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

Seller:

11839 Sleeping Deer Lane
Saucier, MS 39574

Purchaser:

12625 S. Lake Forest Drive
Gulfport, MS 39503

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

11.

ASSIGNMENT OR SALE

Purchaser and Seller shall not encumber, lien, sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the other party.

12.

ATTORNEY FEES

In the event a civil action must be commenced to enforce any provisions of this agreement, the prevailing party shall be entitled to have all court cost and expenses, including attorneys fees, paid by the non-prevailing party.

13.

ENTIRE AGREEMENT

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

14.

AMENDMENT – WAIVERS

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall

preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

15.
SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

16.
HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

17.
PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

WITNESS THE SIGNATURES of the Parties this the 5th day of June, 2020.

SELLER:

[Signature]
[Signature]

PURCHASER:

① [Signature]
② [Signature]

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for said county and state, on this 5th day of June, 2020, within my jurisdiction, the within named John Coley Ewell, who acknowledged that he executed the above and foregoing instrument.

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for said county and state, on this 5th day of June, 2020, within my jurisdiction, the within named Jay R. McKnight, who acknowledged that he executed the above and foregoing instrument.

[Signature]
Notary Public

Printed Name: Staci S. Strickland

My Commission expires: _____



7 -

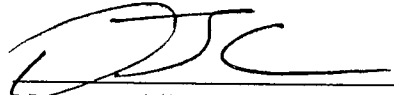
Contract for Deed

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for said county and state, on this 8th day of June, 2020, within my jurisdiction, the within named Surjit Singh + Darshan Kaur, who acknowledged that he executed the above and foregoing instrument.




Notary Public

Printed Name: 

My Commission expires: _____

Seller(s) Name and Address		Buyer(s) Name and Address	
Name:	JOHN CASEY EURE	Name:	
Address:	11839 SLEEPING DEER LANE	Address:	
City:	SAUCIER	City:	
State:	MS	State:	Zip:
Phone:	228-297-2849	Phone:	

Amortization Calc

\$ 65000

Term 10

years

% 6.5

Aug

2020

Calculate

Auto Loan Summary

\$738.06

Monthly Payment

\$88,567

Total of 120 Payments

\$23,567

Total Interest Paid

Jul, 2030

Pay-off Date

Auto Loan Amortization Schedule

Date	Interest	Principal	Balance
Aug, 2020	\$352	\$386	\$64,614
Sep, 2020	\$350	\$388	\$64,226
Oct, 2020	\$348	\$390	\$63,836
Nov, 2020	\$346	\$392	\$63,443
Dec, 2020	\$344	\$394	\$63,049
2020	\$1,739	\$1,951	\$63,049
Jan, 2021	\$342	\$397	\$62,653
Feb, 2021	\$339	\$399	\$62,254
Mar, 2021	\$337	\$401	\$61,853
Apr, 2021	\$335	\$403	\$61,450
May, 2021	\$333	\$405	\$61,045
Jun, 2021	\$331	\$407	\$60,637
Jul, 2021	\$328	\$410	\$60,228
Aug, 2021	\$326	\$412	\$59,816
Sep, 2021	\$324	\$414	\$59,402
Oct, 2021	\$322	\$416	\$58,986
Nov, 2021	\$320	\$419	\$58,567
Dec, 2021	\$317	\$421	\$58,146
2021	\$3,954	\$4,903	\$58,146
Jan, 2022	\$315	\$423	\$57,723
Feb, 2022	\$313	\$425	\$57,298
Mar, 2022	\$310	\$428	\$56,870
Apr, 2022	\$308	\$430	\$56,440
May, 2022	\$306	\$432	\$56,008
Jun, 2022	\$303	\$435	\$55,573
Jul, 2022	\$301	\$437	\$55,136
Aug, 2022	\$299	\$439	\$54,696
Sep, 2022	\$296	\$442	\$54,255
Oct, 2022	\$294	\$444	\$53,811
Nov, 2022	\$291	\$447	\$53,364
Dec, 2022	\$289	\$449	\$52,915
2022	\$3,625	\$5,231	\$52,915
Jan, 2023	\$287	\$451	\$52,463
Feb, 2023	\$284	\$454	\$52,010
Mar, 2023	\$282	\$456	\$51,553

Amortization Calc

	\$	Term	years	%	Aug	2020	Calculate
May, 2023	\$277	\$461			\$50,633		
Jun, 2023	\$274	\$464			\$50,169		
Jul, 2023	\$272	\$466			\$49,703		
Aug, 2023	\$269	\$469			\$49,234		
Sep, 2023	\$267	\$471			\$48,763		
Oct, 2023	\$264	\$474			\$48,289		
Nov, 2023	\$262	\$476			\$47,812		
Dec, 2023	\$259	\$479			\$47,333		
2023	\$3,275	\$5,582			\$47,333		
Jan, 2024	\$256	\$482			\$46,852		
Feb, 2024	\$254	\$484			\$46,367		
Mar, 2024	\$251	\$487			\$45,880		
Apr, 2024	\$249	\$490			\$45,391		
May, 2024	\$246	\$492			\$44,899		
Jun, 2024	\$243	\$495			\$44,404		
Jul, 2024	\$241	\$498			\$43,906		
Aug, 2024	\$238	\$500			\$43,406		
Sep, 2024	\$235	\$503			\$42,903		
Oct, 2024	\$232	\$506			\$42,397		
Nov, 2024	\$230	\$508			\$41,889		
Dec, 2024	\$227	\$511			\$41,378		
2024	\$2,901	\$5,955			\$41,378		
Jan, 2025	\$224	\$514			\$40,864		
Feb, 2025	\$221	\$517			\$40,347		
Mar, 2025	\$219	\$520			\$39,828		
Apr, 2025	\$216	\$522			\$39,305		
May, 2025	\$213	\$525			\$38,780		
Jun, 2025	\$210	\$528			\$38,252		
Jul, 2025	\$207	\$531			\$37,721		
Aug, 2025	\$204	\$534			\$37,188		
Sep, 2025	\$201	\$537			\$36,651		
Oct, 2025	\$199	\$540			\$36,111		
Nov, 2025	\$196	\$542			\$35,569		
Dec, 2025	\$193	\$545			\$35,024		
2025	\$2,502	\$6,354			\$35,024		
Jan, 2026	\$190	\$548			\$34,475		
Feb, 2026	\$187	\$551			\$33,924		
Mar, 2026	\$184	\$554			\$33,370		
Apr, 2026	\$181	\$557			\$32,812		
May, 2026	\$178	\$560			\$32,252		
Jun, 2026	\$175	\$563			\$31,689		
Jul, 2026	\$172	\$566			\$31,122		
Aug, 2026	\$169	\$569			\$30,553		
Sep, 2026	\$165	\$573			\$29,980		
Oct, 2026	\$162	\$576			\$29,404		
Nov, 2026	\$159	\$579			\$28,826		

Amortization Calc

	\$	Term	years	%	Aug	2020	Calculate
2026	\$2,077	\$6,780			\$28,244		
Jan, 2027	\$153	\$585			\$27,659		
Feb, 2027	\$150	\$588			\$27,070		
Mar, 2027	\$147	\$591			\$26,479		
Apr, 2027	\$143	\$595			\$25,884		
May, 2027	\$140	\$598			\$25,287		
Jun, 2027	\$137	\$601			\$24,685		
Jul, 2027	\$134	\$604			\$24,081		
Aug, 2027	\$130	\$608			\$23,473		
Sep, 2027	\$127	\$611			\$22,863		
Oct, 2027	\$124	\$614			\$22,248		
Nov, 2027	\$121	\$618			\$21,631		
Dec, 2027	\$117	\$621			\$21,010		
2027	\$1,623	\$7,234			\$21,010		
Jan, 2028	\$114	\$624			\$20,386		
Feb, 2028	\$110	\$628			\$19,758		
Mar, 2028	\$107	\$631			\$19,127		
Apr, 2028	\$104	\$634			\$18,493		
May, 2028	\$100	\$638			\$17,855		
Jun, 2028	\$97	\$641			\$17,213		
Jul, 2028	\$93	\$645			\$16,568		
Aug, 2028	\$90	\$648			\$15,920		
Sep, 2028	\$86	\$652			\$15,268		
Oct, 2028	\$83	\$655			\$14,613		
Nov, 2028	\$79	\$659			\$13,954		
Dec, 2028	\$76	\$662			\$13,292		
2028	\$1,138	\$7,718			\$13,292		
Jan, 2029	\$72	\$666			\$12,625		
Feb, 2029	\$68	\$670			\$11,956		
Mar, 2029	\$65	\$673			\$11,283		
Apr, 2029	\$61	\$677			\$10,606		
May, 2029	\$57	\$681			\$9,925		
Jun, 2029	\$54	\$684			\$9,241		
Jul, 2029	\$50	\$688			\$8,553		
Aug, 2029	\$46	\$692			\$7,861		
Sep, 2029	\$43	\$695			\$7,165		
Oct, 2029	\$39	\$699			\$6,466		
Nov, 2029	\$35	\$703			\$5,763		
Dec, 2029	\$31	\$707			\$5,056		
2029	\$621	\$8,235			\$5,056		
Jan, 2030	\$27	\$711			\$4,346		
Feb, 2030	\$24	\$715			\$3,631		
Mar, 2030	\$20	\$718			\$2,913		
Apr, 2030	\$16	\$722			\$2,190		
May, 2030	\$12	\$726			\$1,464		
Jun, 2030	\$8	\$730			\$734		

EXHIBIT A

EXHIBIT "A"

(Legal Description)

A lot or parcel of land fronting 62.5 feet on the South side of Lorraine Road lying and being situated in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 7, Township 7 South, Range 10 West, Harrison County, Mississippi, and more particularly described as:

Commencing at the intersection of the South line of said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) with the West line of Gould Road run South 88 degrees 24 minutes West along said South line 308 feet to an old buggy axle at a fence corner; thence North 00 degrees 21 minutes East along said fence line for 461.4 feet to the point of beginning of the property herein described and from said point of beginning run North 00 degrees 21 minutes East along said fence line 117.4 feet to a point on the South line of Lorraine Road; thence South 73 degrees 27 minutes East along the South line of Lorraine Road 62.5 feet to a point; thence South 00 degrees 21 minutes West 100 feet to a point; thence North 89 degrees 39 minutes West 60 feet to the point of beginning.

Tax Parcel Number: 1008K-03-002.000

SURJIT SINGH
DBA B M LIQUOR & WINE
612 SARAZEN DR
GULFPORT, MS 39507

6/6/20

Date

NO CHECK RETURN

538
88-388/655
15

PAY to the Order of Ms Corporate Income and Finance **\$ 2500**

Twenty Five dollars only

Dollars



Photo Safe Deposit Box



HANCOCK
WHITNEY

For

⑆065503661⑆ 0046538029⑈ 0538

National Bank

COLONIAL CLASSIC



1st Judicial District
Instrument 2015 6396 D - J1
Filed/Recorded 9/21/2015 02:46 P
Total Fees \$ 12.00
3 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #151397

Indexing Instructions:
NW 1/4 of the NE 1/4, Section 7,
T7S, R10W, Harrison County, 1st
JD, MS

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00),
cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of
which is hereby acknowledged,

**HENRY M. ROLLINS
14341 SWAN LANE
GULFPORT, MS 39503
(228) 617-8145**

does hereby grant, bargain, sell, convey and warrant, unto

**ATLAS REAL ESTATE SERVICES, LLC, A Mississippi Limited Liability Company
(as to a 66.667% interest) and
RPM INVESTMENTS, LLC, A Mississippi Limited Liability Company
(as to a 33.333% interest)
13372 DAMON COURT
BILOXI, MS 39532
(228) 297-9876**

the following described property, together with the improvements, hereditaments and appurtenances
thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly
described as follows, to-wit:

ATTACHED HERETO AS EXHIBIT "A"

**The Grantor hereby covenants that the property described herein constitutes
no part of his homestead, nor is it contiguous thereto.**

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way
and easements applicable to subject property, and any prior recorded reservations, conveyances and
leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 17th day of September, 2015.


HENRY M. ROLLINS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **HENRY M. ROLLINS**, who acknowledged that he signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 17th day of September, 2015.

(SEAL)

My Commission Expires:




NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

A lot or parcel of land fronting 62.5 feet on the South side of Lorraine Road lying and being situated in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 7, Township 7 South, Range 10 West, Harrison County, Mississippi, and more particularly described as:

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Tax Parcel Number: 1008K-03-002.000

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 151397

UNOFFICIAL

1



Johnathan 1st Judicial District
Instrument 2015 6396 D -J1
Filed/Recorded 9/21/2015 02:46 P
Total Fees \$ 12.00
3 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #151397

Indexing Instructions:
NW 1/4 of the NE 1/4, Section 7,
T7S, R10W, Harrison County, 1st
JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00),
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which is hereby acknowledged,

UNOFFICIAL
HENRY M. ROLLINS
14341 SWAN LANE
GULFPORT, MS 39503
(228) 617-8145

does hereby grant, bargain, sell, convey and warrant, unto

ATLAS REAL ESTATE SERVICES, LLC, A Mississippi Limited Liability Company
(as to a 66.667% interest) and
RPM INVESTMENTS, LLC, A Mississippi Limited Liability Company
(as to a 33.333% interest)
13372 DAMON COURT
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leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the

UNOFFICIAL

UNOFFICIAL

2

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THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 17th day of September, 2015.


HENRY M. ROLLINS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

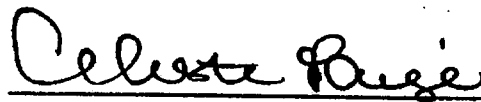
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GIVEN under my hand and official seal on this the 17th day of September, 2015.

(SEAL)

My Commission Expires:




NOTARY PUBLIC

UNOFFICIAL

UNOFFICIAL

3

EXHIBIT "A"
LEGAL DESCRIPTION

A lot or parcel of land fronting 62.5 feet on the South side of Lorraine Road lying and being situated in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), Section 7, Township 7 South, Range 10 West, Harrison County, Mississippi, and more particularly described as:

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Tax Parcel Number: 1008K-03-002.000

UNOFFICIAL

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 151397

UNOFFICIAL

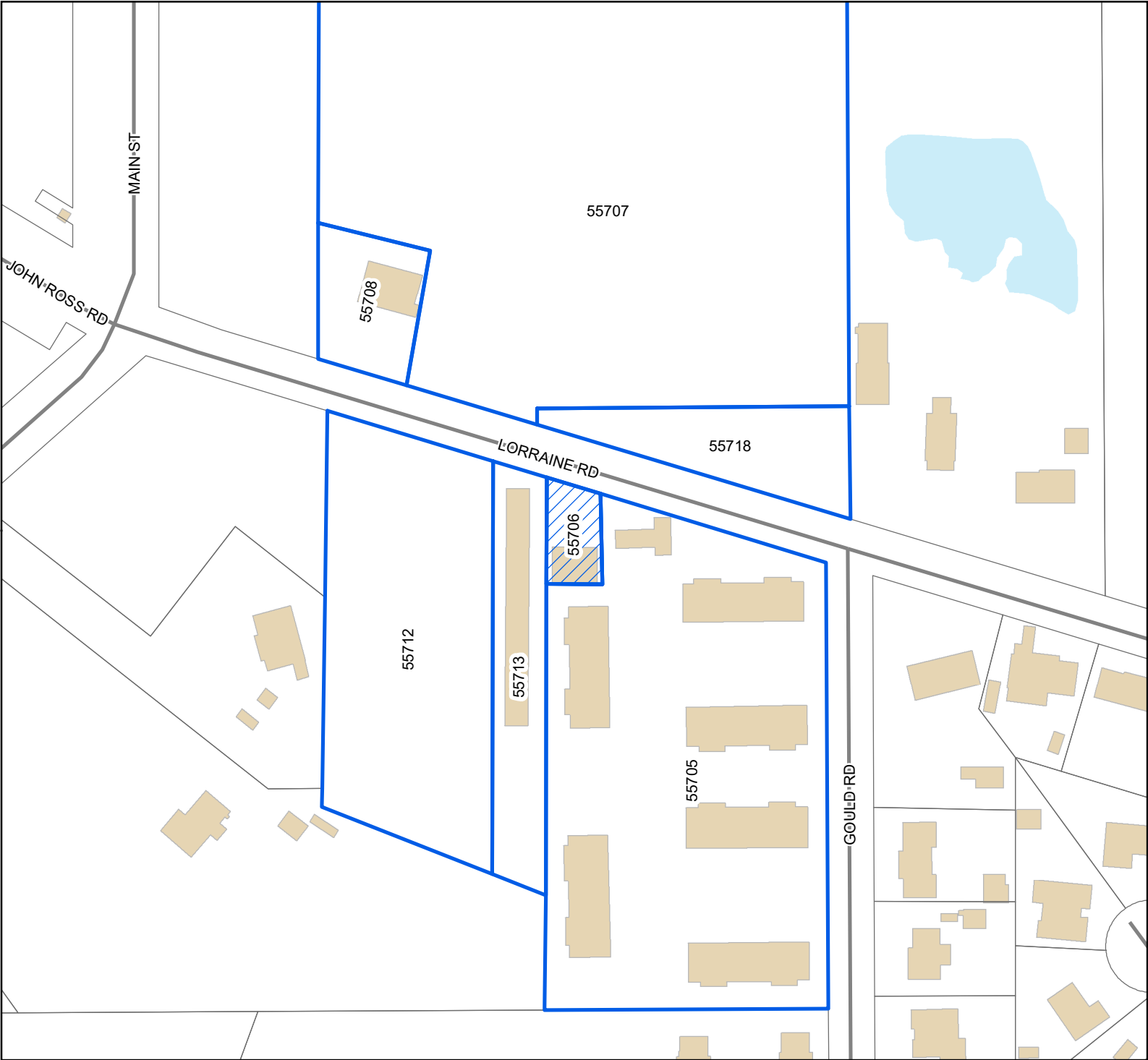
RE: Special Exception 2102SE018, by agents Surjit Singh & Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, February 18, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

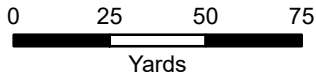
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, February 18, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55706	1008K-03-002.000	EURE PROPERTIES LLC	11839 SLEEPING DEER LANE	SAUCIER	MS	39574
			Surjit Singh & Darhshan Kaur	12625 S Lake Forest Dr	GULFPORT	MS	39503
n			Adjacent Property Owners				
	55708	1008K-01-005.000	LE NGOC & TAM T & LONG	2590 SANTA ROSA AVE	BILOXI	MS	39531
	55712	1008K-03-004.000	MORRISON DEVELOPMENT LLC	1200 GROVE STREET	VICKSBURG	MS	39183
n	55707	1008K-01-004.000	MORRISON INVESTMENTS LLC	1200 GROVE STREET	VICKSBURG	MS	39183
n	55718	1008K-01-003.000	MORRISON INVESTMENTS LLC	1200 GROVE STREET	VICKSBURG	MS	39183
	55705	1008K-03-001.000	RIVER RIDGE TOWNHOMES LLC	11600 LORRAINE RD	GULFPORT	MS	39503
	55713	1008K-03-003.000	TOLAR TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features



1 inch = 150 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

MEMORANDUM

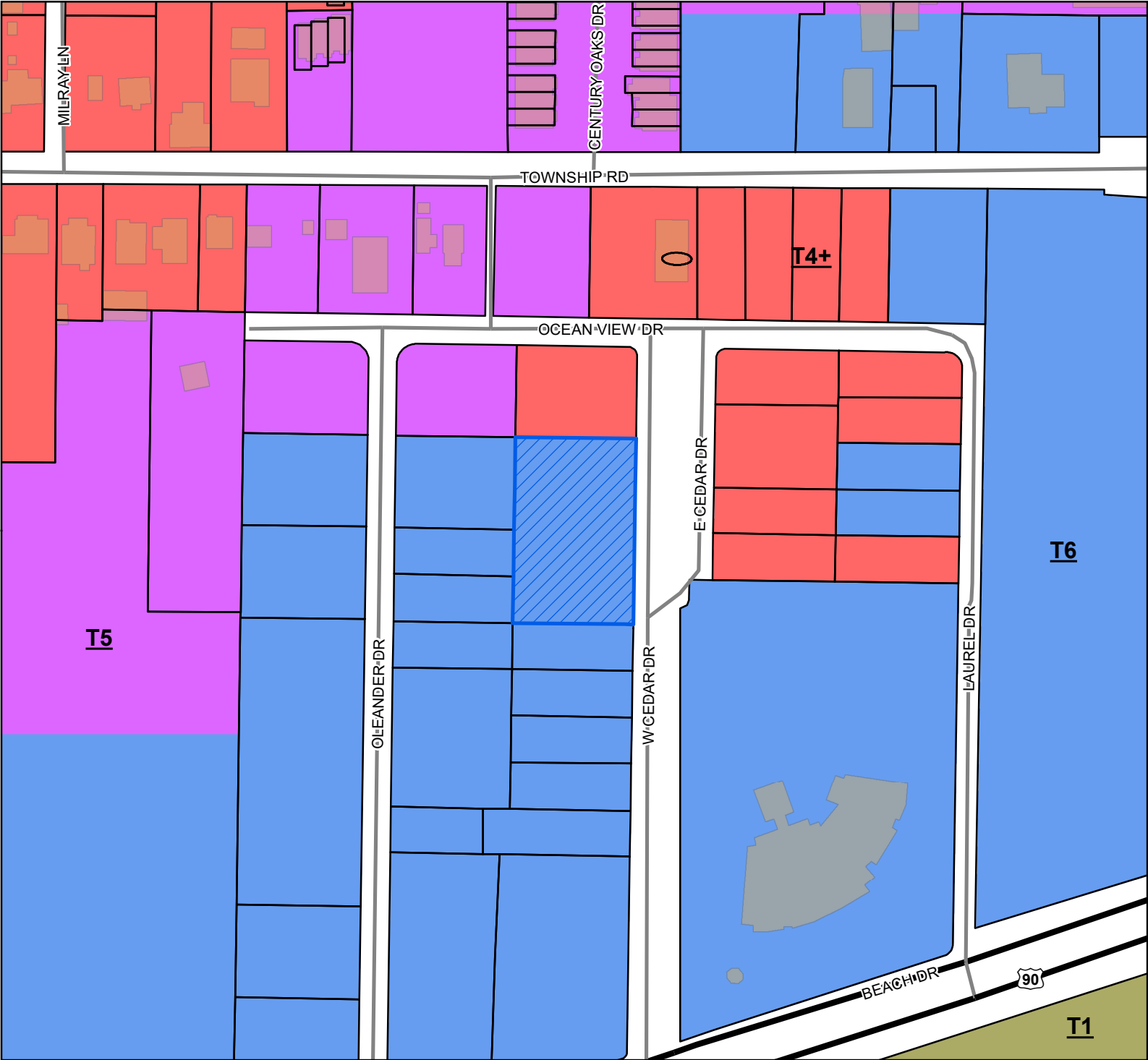
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 18, 2021

Re: Variance 2102ZB025:

Variance 2102ZB025, by owner Gregory Smith, tax parcel 1011D-01-040.000, Request variance for property area, W Cedar Dr, Zoned T6 (Urban Core Zone), Ward 2



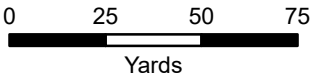
- Site
- US or State Highway
- Street
- Parcels
- Buildings

Smart Code

- T6
- T5
- T4+
- T1

Site Information

1011D-01-040.000
Zoning: T6 (Urban Core zone)
Size: 26,169 square feet
Flood: AE



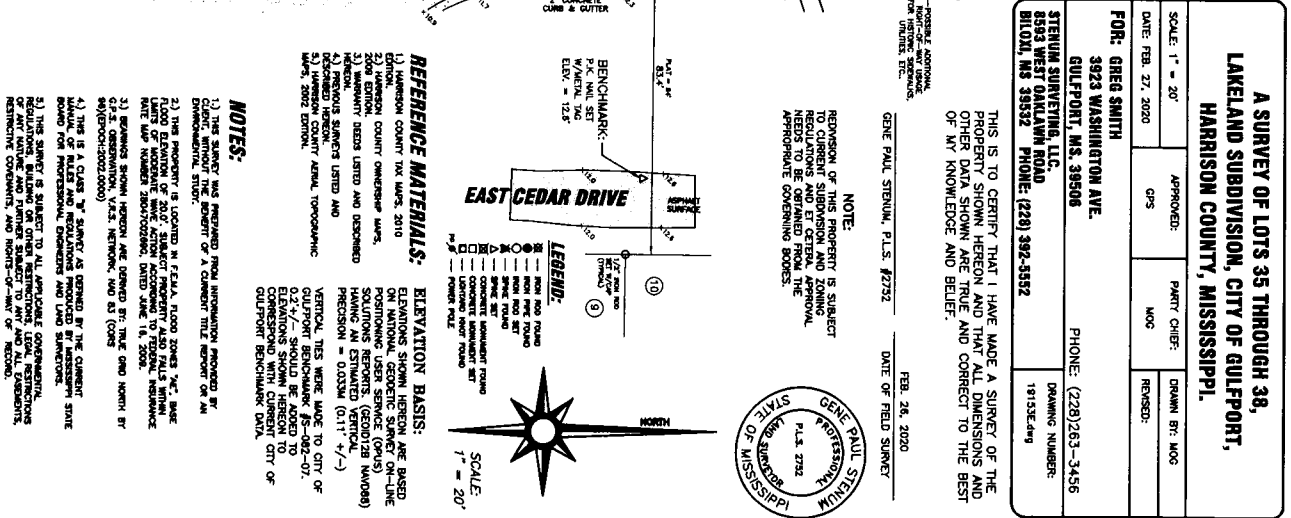
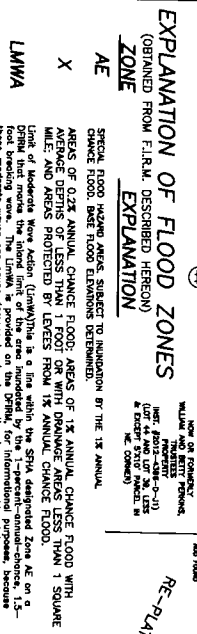
1 inch = 150 feet



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F. Questions

1. These lots were platted in the 1950's and accepted when Gulfport annexed the area. These lots are consistent with other lots in the area.
2. I did not subdivide this property. It has been like this for many years.
3. To build more affordable homes these lots are better suited. Combining them to 7500 SF lots would increase the selling price of the homes 30 - 35 thousand dollars.
4. Homes are being built of this size lot in the neighborhood.
5. Other property owners in the area would still be allowed to use their property as permitted.
6. The proposed use of this property is permissible with planning approval.



Affidavit

Tax Parcel # 1011 D-01-040-000

I affirm that this request of smaller sized lots
is not in violation of restrictive or protective
covenants.

1-5-2021

[Signature]

Sworn to and subscribed to me this 5th day of January 2021.

[Signature]
Notary Public



PREPARED BY AND RETURN TO:

Davis & Davis, P.L.L.C./Christopher A. Davis
MS Bar No. 9274
2635 Pass Road
Biloxi, MS 39531
Phone (228) 275-9922
Our File No. 320-6362

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **PETER M. SKRMETTA SR. and JACQUELIN E. SKRMETTA**, 240 Iroquois Street, Biloxi, MS 39530, (228) 436-6010, do, as **GRANTORS**, hereby sell, convey and warrant unto **GREGORY SMITH, 444 Mill Rd. Gulfport MS 39507**, (228) 263-3456 as **GRANTEE**, the following described land and property, located and being situated in Harrison County First Judicial District, Mississippi, and more particularly described as follows, to wit:

Lot Thirty-Five (35), LAKELAND SUBDIVISION of Mississippi City, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 10 at Page 29.

THIS CONVEYANCE IS SUBJECT to any and all recorded restrictive covenants, rights-of-way, easements and the prior reservations of all oil, gas, and other minerals.

TAXES FOR THE CURRENT YEAR have been prorated as to this date on an estimated basis, and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE, this the 6th day of March, 2020.

Peter M. Skrmetta Sr.
Peter M. Skrmetta Sr.

Jacqueline Skrmetta
Jacquelin E. Skrmetta

STATE OF MS
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of March, 2020, within my jurisdiction, the within named **Peter M. Skrmetta Sr.** and **Jacquelin E. Skrmetta**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed in the above and foregoing instrument and acknowledged that they executed the same in their individual and/or representative capacity, and that by their signatures on the instrument and as the act and deed of the person or entity upon behalf of which they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office, this 6th day of March, 2020.

Stephanie Baro
Notary Public

My Commission Expires:



PREPARED BY AND RETURN TO:

Davis & Davis, P.L.L.C./Christopher A. Davis
MS Bar No. 9274
2635 Pass Road
Biloxi, MS 39531
Phone (228) 275-9922
Our File No. 320-6362

STATE OF MISSISSIPPI
COUNTY OF **HARRISON**
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **PETER M. SKRMETTA SR.** and **JACQUELIN E. SKRMETTA**, 240 Iroquois Street, Biloxi, MS 39530, (228) 436-6010, do, as **GRANTORS**, hereby sell, convey and warrant unto **GREGORY SMITH**, 1444 Mill Rd. Gulfport MS 39507 (228) 263-3456 as **GRANTEE**, the following described land and property, located and being situated in Harrison County First Judicial District, Mississippi, and more particularly described as follows, to wit:

Lot Thirty-Six (36), LAKELAND SUBDIVISION of Mississippi City, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 10 at Page 29.

THIS CONVEYANCE IS SUBJECT to any and all recorded restrictive covenants, rights-of-way, easements and the prior reservations of all oil, gas, and other minerals.

TAXES FOR THE CURRENT YEAR have been prorated as to this date on an estimated basis, and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE, this the 6th day of March, 2020.

Peter M. Skrmetta Sr.
Peter M. Skrmetta Sr.

Jacqueline Skrmetta
Jacquelin E. Skrmetta

STATE OF MS
COUNTY OF HARRISON

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GIVEN under my hand and official seal of office, this 6th day of March, 2020.

Stephanie Baro
Notary Public

My Commission Expires:



PREPARED BY AND RETURN TO:

Davis & Davis, P.L.L.C./Christopher A. Davis
MS Bar No. 9274
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STATE OF MISSISSIPPI
COUNTY OF **HARRISON**
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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Lot Thirty-Seven (37), LAKELAND SUBDIVISION of Mississippi City, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 10 at Page 29.

THIS CONVEYANCE IS SUBJECT to any and all recorded restrictive covenants, rights-of-way, easements and the prior reservations of all oil, gas, and other minerals.

TAXES FOR THE CURRENT YEAR have been prorated as to this date on an estimated basis, and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE, this the 6th day of March, 2020.

Peter M. Skrmetta Sr.
Peter M. Skrmetta Sr.

Jacqueline Skrmetta
Jacquelin E. Skrmetta

STATE OF MS
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of March, 2020, within my jurisdiction, the within named **Peter M. Skrmetta Sr.** and **Jacquelin E. Skrmetta**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed in the above and foregoing instrument and acknowledged that they executed the same in their individual and/or representative capacity, and that by their signatures on the instrument and as the act and deed of the person or entity upon behalf of which they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office, this 6th day of March, 2020.

Stephanie Baro
Notary Public



My Commission Expires:

PREPARED BY AND RETURN TO:

Davis & Davis, P.L.L.C./Christopher A. Davis
MS Bar No. 9274
2635 Pass Road
Biloxi, MS 39531
Phone (228) 275-9922
Our File No. 320-6362

STATE OF MISSISSIPPI
COUNTY OF **HARRISON**
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **PETER M. SKRMETTA SR.** and **JACQUELIN E. SKRMETTA**, 240 Iroquois Street, Biloxi, MS 39530, (228) 436-6010, do, as **GRANTORS**, hereby sell, convey and warrant unto **GREGORY SMITH**, 1444 Mill Rd. Gulfport, MS (228) 263-3456 as **GRANTEE**, the following described land and property, located and being situated in Harrison County First Judicial District, Mississippi, and more particularly described as follows, to wit:

Lot Thirty-Eight (38), LAKELAND SUBDIVISION of Mississippi City, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 10 at Page 29.

THIS CONVEYANCE IS SUBJECT to any and all recorded restrictive covenants, rights-of-way, easements and the prior reservations of all oil, gas, and other minerals.

TAXES FOR THE CURRENT YEAR have been prorated as to this date on an estimated basis, and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE, this the 6th day of March, 2020.

Peter M. Skrmetta Sr.
Peter M. Skrmetta Sr.

Jacqueline Skrmetta
Jacquelin E. Skrmetta

STATE OF MS
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of March, 2020, within my jurisdiction, the within named **Peter M. Skrmetta Sr.** and **Jacquelin E. Skrmetta**, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed in the above and foregoing instrument and acknowledged that they executed the same in their individual and/or representative capacity, and that by their signatures on the instrument and as the act and deed of the person or entity upon behalf of which they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office, this 6th day of March, 2020.

Stephanie Baro
Notary Public

My Commission Expires:



PERMITS/INSP PAYMENT RECPT#: 10462310
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 01/05/21 TIME: 15:42
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
REFERENCE: 4803

AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	31502	1011D-01-040.000	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
n			Adjacent Property Owners				
	142797	1011D-01-004.001	ALTENBAUMER LUANNE H & TERRY W	19611 RED COPPER LANE	CYPRESS	TX	77433
	84039	1011D-01-034.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
n	31520	1011D-01-045.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
	31488	1011D-01-050.000	BROOKS M DENNIS & BECKY M	525 GLEN VALLEY WAY	GULFPORT	MS	39507
	118610	1011D-01-038.001	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
n	31507	1011D-01-036.000	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
	31489	1011D-01-053.000	CASTIGLIA FRANK A & VIVIAN J	706 KLONDYKE ROAD	LONG BEACH	MS	39560
n	31490	1011D-01-052.000	CASTIGLIA FRANK A & VIVIAN J	706 KLONDYKE ROAD	LONG BEACH	MS	39560
	84098	1011D-01-048.000	CHATWORTH INVESTMENTS LLC	3908 TENNESSEE AVE	CHATTANOOGA	TN	37409
	31510	1011D-01-039.000	CHIVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
	31521	1011D-01-046.000	DEES JOHNETTE & STEPHENS DURWOOD W	1004 WEST CENTRAL AVE	WIGGINS	MS	39577
	31512	1011D-01-026.000	DEXTER DENNIS & MILLEUR M -TRUSTEES	609 SW ARBORETUM CIR	PORTLAND	OR	97221
	31513	1011D-01-027.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
	31486	1011D-01-055.000	HARVEY HOWARD T & MARY R	328 W CLINTON ST	JACKSON	AL	36545
	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
	31487	1011D-01-054.000	JAMISON MARTHA TOTTEN	131 LAUREL DR	GULFPORT	MS	39507
	31511	1011D-01-025.000	MOZINGO JOHN C III & MARY EVELYN	167 OLEANDER DR	GULFPORT	MS	39507
	31509	1011D-01-038.000	NELSON LINDA G	2501 GULF AVE #19	GULFPORT	MS	39501
	31496	1011D-01-005.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
n	142796	1011D-01-005.001	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
n	31495	1011D-01-004.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	96807	1011D-01-040.001	PECOUL LAURA ANGELIC	424 COVE DR	BILOXI	MS	39531
	127444	1011D-01-044.001	PERKINS DON D	830 BROOKWAY BLVD	BROOKHAVEN	MS	39601
	31523	1011D-01-035.000	PERKINS WILLIAM W & BETTY-TRUSTEES-	415 NATCHEZ RD	BROOKHAVEN	MS	39601
	31519	1011D-01-044.000	PERKINS WILLIAM W JR	405 PERKINS DRIVE	BROOKHAVEN	MS	39601
	31484	1011D-01-056.000	SIMS ROY & PEGGY	1200 PINECREST DR	KOSCIUSKO	MS	39090
	31485	1011D-01-049.000	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506
n	31491	1011D-01-051.000	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506
n	146202	1011D-01-049.001	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506
	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
	84035	1011D-01-028.000	TANNER RICHARD M	3631 PERRYMAN RD	OCEAN SPRINGS	MS	39564
	31498	1011D-01-007.000	WARREN BENJAMIN MICHAEL	150 GREEN BAY CIRCLE	DAPHNE	AL	36526

RE: Variance 2102ZB025, by owner Gregory Smith, tax parcel 1011D-01-040.000, Request variance for property area, W Cedar Dr, Zoned T6 (Urban Core Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, February 18, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, February 18, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

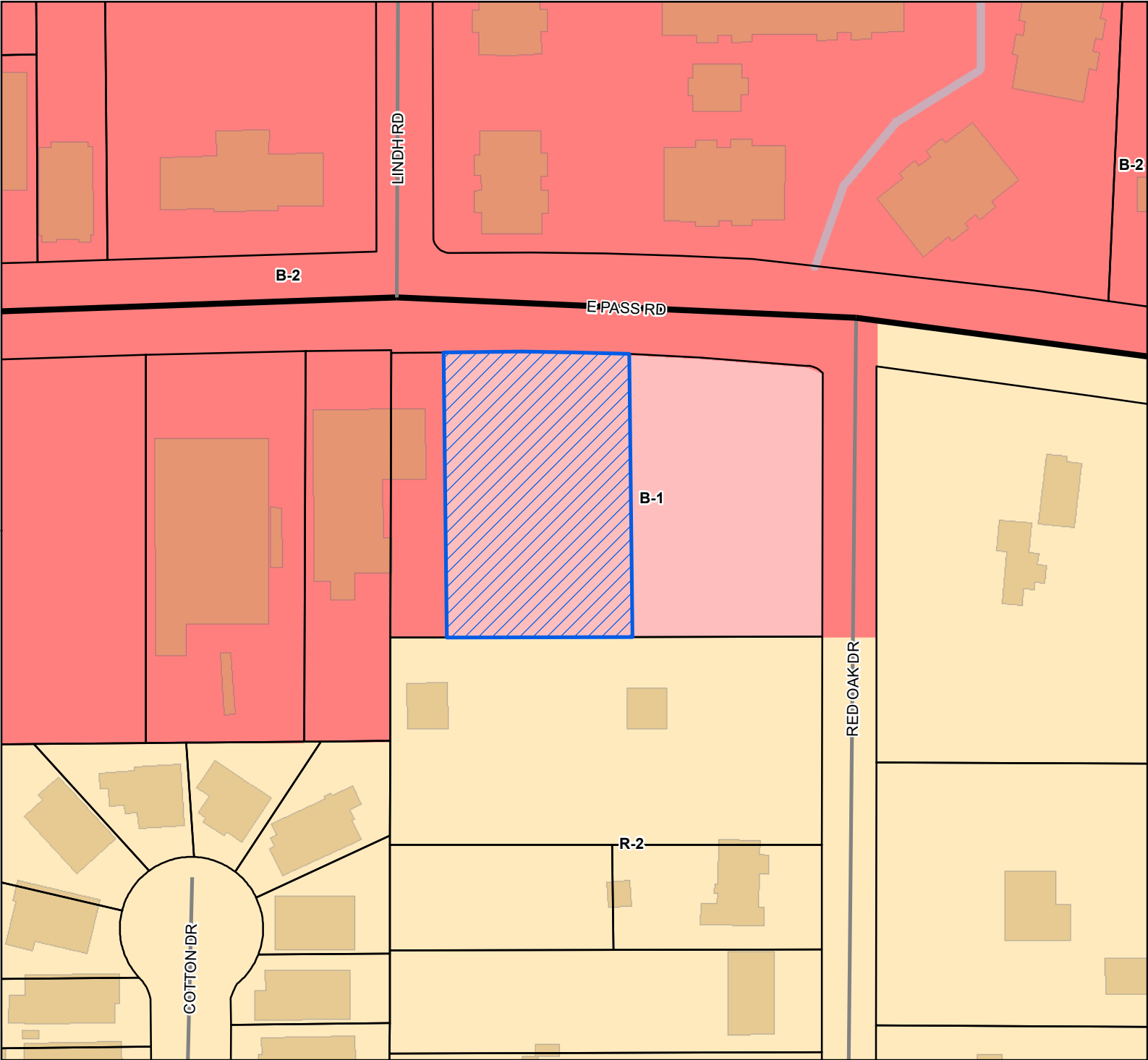
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 18, 2021

Re: Special Exception 2102SE026:

Special Exception 2102SE026, by owner JSP LLC, tax parcel 1010H-02-031.001, Request liquor sales use, 2079 E Pass Rd, Zoned B-1 (Neighborhood business), Ward 2



Legend

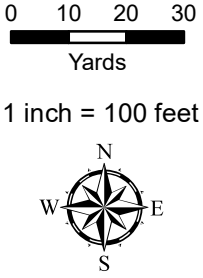
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Zoning

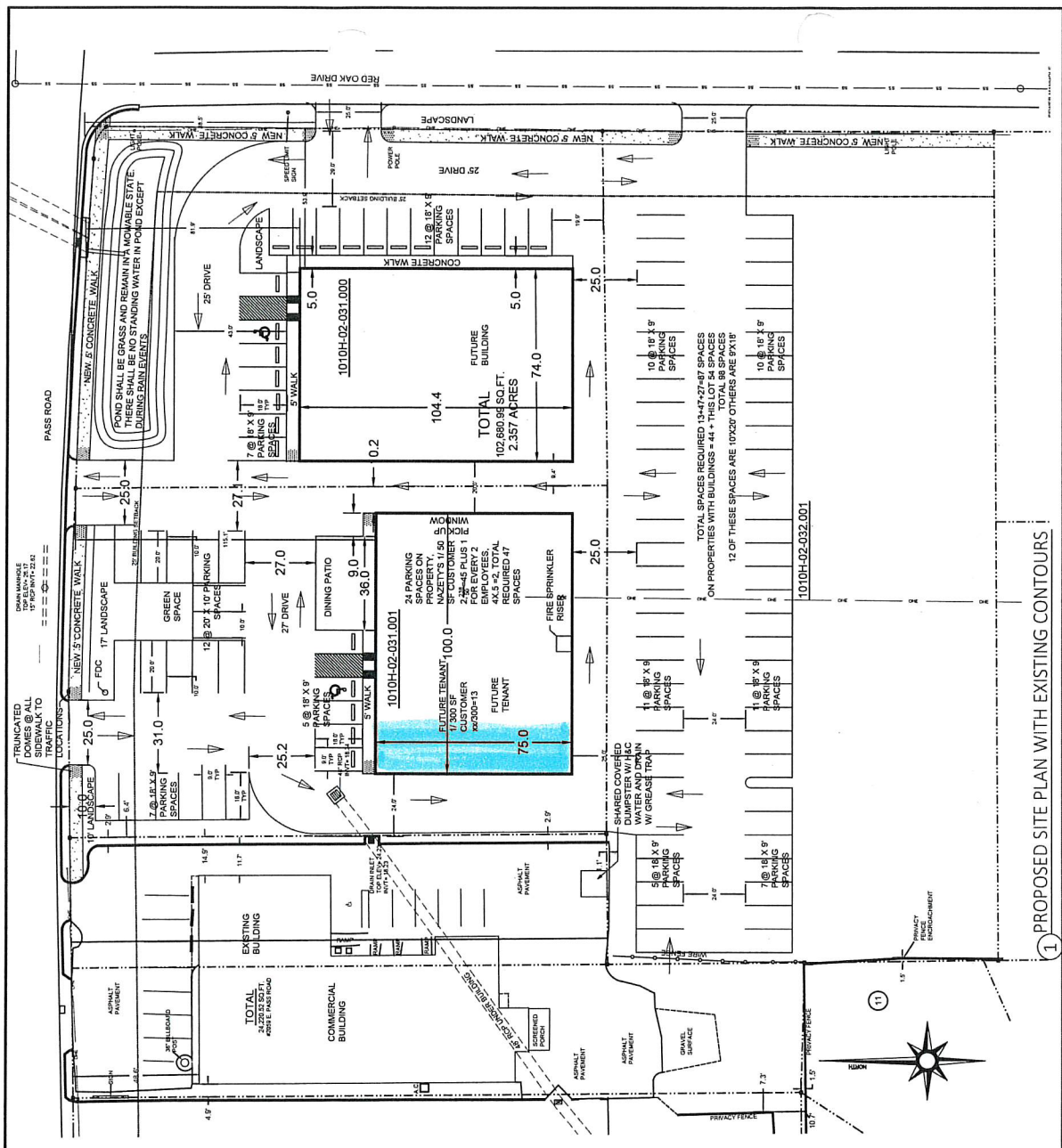
- B-1 - Neighborhood Business District
- B-2 - General Business District
- R-2 - Single Family Residence District (Medium Density)

Site Information

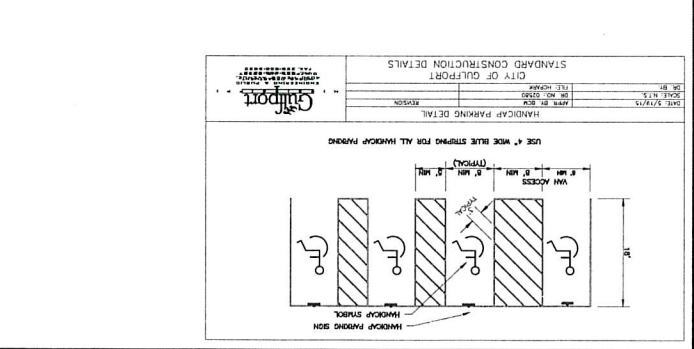
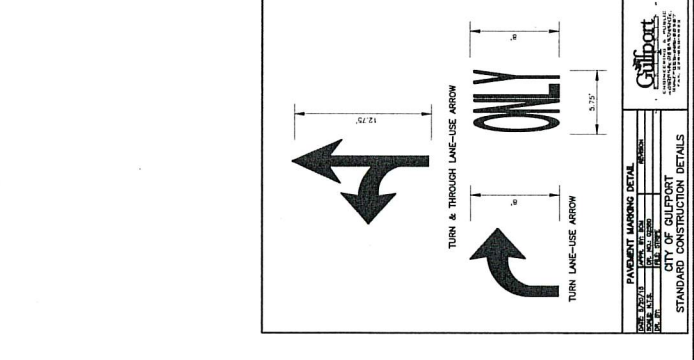
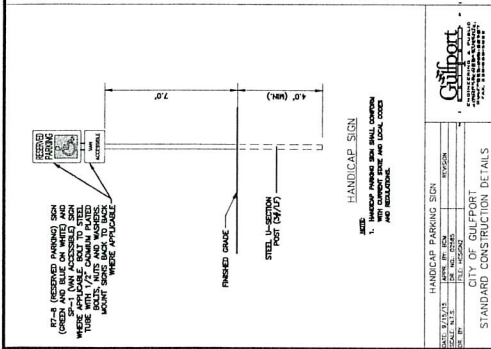
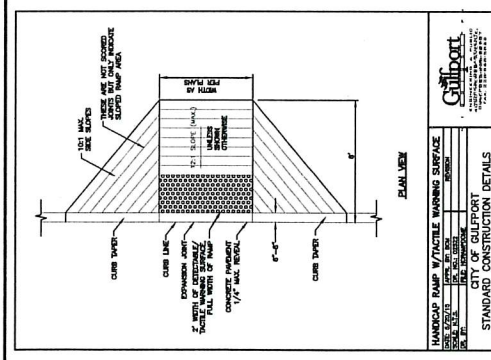
1010H-02-031.001
Zoning: B-1 (Neighborhood business)
Size: 27,463 square feet
Flood: X



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



1 PROPOSED SITE PLAN WITH EXISTING CONTOURS



For this special exception at 2079 East Pass Road we feel we meet all the requirements to allow a upscale liquor store.

- **Site plan attached clearly shows good ingress and egress to property with well designed traffic flow.**
- **There is more than adequate space for unloading in rear of property that will have no impact on surrounding neighbors**
- **This is new construction with all new utilities**
- **With natural landscape in plan and plans for new fence line in rear there will be more than enough screening for the surrounding areas**
- **All lighting and signage will be in keeping with surrounding area and permitted prior to installation**
- **This will be compatible with other near by businesses: Nezaty's restaurant, Plans for butcher shop, professional office complex, chiropractor, 24hr fitness, etc...**
- **In short we see that the special exception meets/exceeds the general purpose with no churches or other business within 1000 feet that would otherwise prohibit the use.**



This proposed establishment is not located closer than one thousand (1,000) feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as a liquor store and/or free-standing lounge or tavern.

Signature of Owner or Agent

Printed Name

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 5th day of January, 2021.

Notary Public



Commission Expiration

Board of Directors Corporate Resolution of:

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on 01/04/2021 date

at 8:30am time

at 440 Green Teal Court, Biloxi MS location

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Garlon Pemberton of JSP, LLC can act as a managing member with all items dealing with permits, special exception applications, variance applications, etc... when working to get permits and tenants into commercial spaces at 2079 and 2093 East Pass Road, Gulfport MS

Therefore, it is resolved, that the corporation shall:

Allow Garlon Pemberton to have all authority for all matters covered above.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

X 

Director signature

Jeremy Jernigan

Printed name

01/04/2021

Date

X 

Director signature

Ivan Spinner

Printed name

01/04/2021

Date



Director signature

Garlon Pemberton

Printed name

01/04/2021

Date

Director signature

Printed name

Date

Director signature

Printed name

Date

Director signature

Printed name

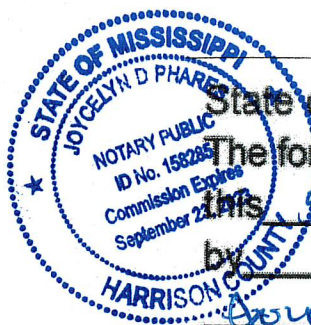
Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

Signature of Secretary

Date

Printed name of Secretary



State of MS County of Harrison

The foregoing instrument was acknowledged before me

this 5th day of January, 2021

by Joycelyn D Phares Notary Public

My Commission Expires 9/23/2023

SCANNED



John 1st Judicial District
Instrument 2020 6679 D -J1
Filed/Recorded 6/15/2020 02:03 P
Total Fees \$ 26.00
4 Pages Recorded

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 201157

Index as follows:

3 parcels in the West 1/4 of the SW
1/4 of the SE 1/4 of Section 29,
T7S, R10W, Harrison County, 1st
JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

REVIEWED

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

**MERCHANTS & MARINE BANK
P.O. BOX 729
PASCAGOULA, MS 39568-0729
(228) 934-1266**

does hereby sell, convey and specially warrant unto

**JSP, LLC
A MS Limited Liability Company
P.O. BOX 2965
GULFPORT, MS 39505
(228) 324-2366**

the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

ATTACHED HERETO AS EXHIBIT "A"

The Grantor hereby covenants that the property described herein does not constitute as a part of their homestead, nor is it contiguous thereto.

THIS CONVEYANCE...

IN WITNESS WHEREOF, **MERCHANTS & MARINE BANK** has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 12th day of June, 2020.

MERCHANTS & MARINE BANK

BY: *Herman E. Smith*
HERMAN E. SMITH, Executive Vice President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **HERMAN E. SMITH**, who acknowledge that he is the **Executive Vice President** of **MERCHANTS & MARINE BANK**, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12th day of June, 2020.

Celeste Paige
NOTARY PUBLIC

My Commission Expires:

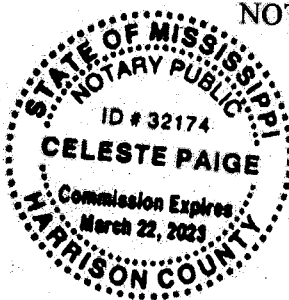


EXHIBIT "A"

That certain parcel of property located in the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

A parcel of land situated in the West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, Mississippi, and being more particularly described as follows:

Commencing at an old 3/4" iron pipe found at a fence corner on the West margin of Red Oak Drive, and being 350 feet West of the Southeast Corner of said West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, as per deeds; thence along said West margin of Red Oak Drive, North 00 degrees 13 minutes 09 seconds East 600.24 feet to a 3/4" iron pipe found at the Point of Beginning; thence further along said West margin, North 00 degrees 13 minutes 09 seconds East 190.13 feet to an iron rod; thence along a curve of said margin to the left, having a radius of 15.00 feet and an arc of 13.69 feet to an iron rod being North 67 degrees 12 minute 51 seconds West 13.22 feet and lying on the South margin of Pass Road; thence along a curve of said South margin to the left, having a radius of 2913.76 feet and an arc of 127.27 feet to an iron rod being North 86 degrees 48 minutes 33 seconds West 127.26 feet; thence South 00 degrees 38 minutes 42 seconds East 203.58 feet to an iron rod; thence North 89 degrees 28 minutes 59 seconds East 136.24 feet to the Point of Beginning.

AND ALSO

That certain parcel of property located in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

A parcel of land situated in the West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an old 3/4" iron pipe found at a fence corner on the West margin of Red Oak Drive, and being 350 feet West of the Southeast Corner of said West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, as per deeds; thence along said West margin of Red Oak Drive, North 00 degrees 13 minutes 09 seconds East 600.24 feet to a 3/4" iron pipe found; thence South 89 degrees 28 minutes 59 seconds West 136.24 feet to a One Half Inch iron rod at the Point of Beginning; thence North 00 degrees 38 minutes 42 seconds West 203.58 feet to an iron rod lying on the South margin of Pass Road; thence along a curve of said margin to the left, having a radius of 2913.76 feet and an arc of 77.73 feet to an iron rod being North 88 degrees 49 minutes 30 seconds West 77.73 feet; thence further along said South margin, South 89 degrees 03 minutes 38 seconds West 56.07 feet to an iron rod; thence South 0 degrees 38 minutes 42 seconds East 205.46 feet to an iron rod; thence North 89 degrees 28 minutes 59 seconds East 133.76 feet to the Point of Beginning.

Together with all buildings and improvements situated thereon.

AND ALSO

Those certain parcels of property located in the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

That certain lot or parcel of land described as being situated in the West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, Township 7 South, Range 10 West, being more particularly described as follows:

Beginning on the West line of Red Oak Drive at a point 505 feet West of the Southeast Corner of said West One Half of the Southwest Quarter of the Southeast Quarter (W ½ of the SW 1/4 of the SE 1/4) of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

4

Commencing at the Southeast Corner of the West One Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$); and run thence West along the section line a distance of 350 feet to a point on the West margin of Red Oak Drive; run thence North, along the West margin of Red Oak Drive, a distance of 525 feet, to a stake and the place of beginning; run thence West 150 feet; thence North 75 feet; thence East 150 feet to the West margin of Red Oak Drive; thence run South 75 feet to the Place of Beginning. Being Lot Eight (8), according to the survey made by H.E. Ryland, C.E. & Surveyor, as shown by a deed to Harrison County, Mississippi, dedicating Red Oak Drive to the public.

AND ALSO

That certain lot or parcel of land described as being situated in the West One Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$) of Section 29, Township 7 South, Range 10 West, described as follows:

Commencing at the Southeast Corner of the West One Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$); and run thence West along the section line, a distance of 350 feet to a point on the West margin of Red Oak Drive; run thence North along the West margin of Red Oak Drive, a distance of 450 feet to a stake and Point of Beginning. From said Point of Beginning, run thence West, a distance of 310 feet to the section line; thence run North 75 feet to a point; thence run East, a distance of 310 feet to the West margin of Red Oak Drive; thence run South and parallel with the West margin of Red Oak Drive, a distance of 75 feet to the Point of Beginning.

Together with all buildings and improvements situated thereon.

Return to:

Schwartz, Orgler & Jordan, PLLC

12206 Highway 49

Gulfport, Ms. 39503

228-832-8550

Our File: 201157

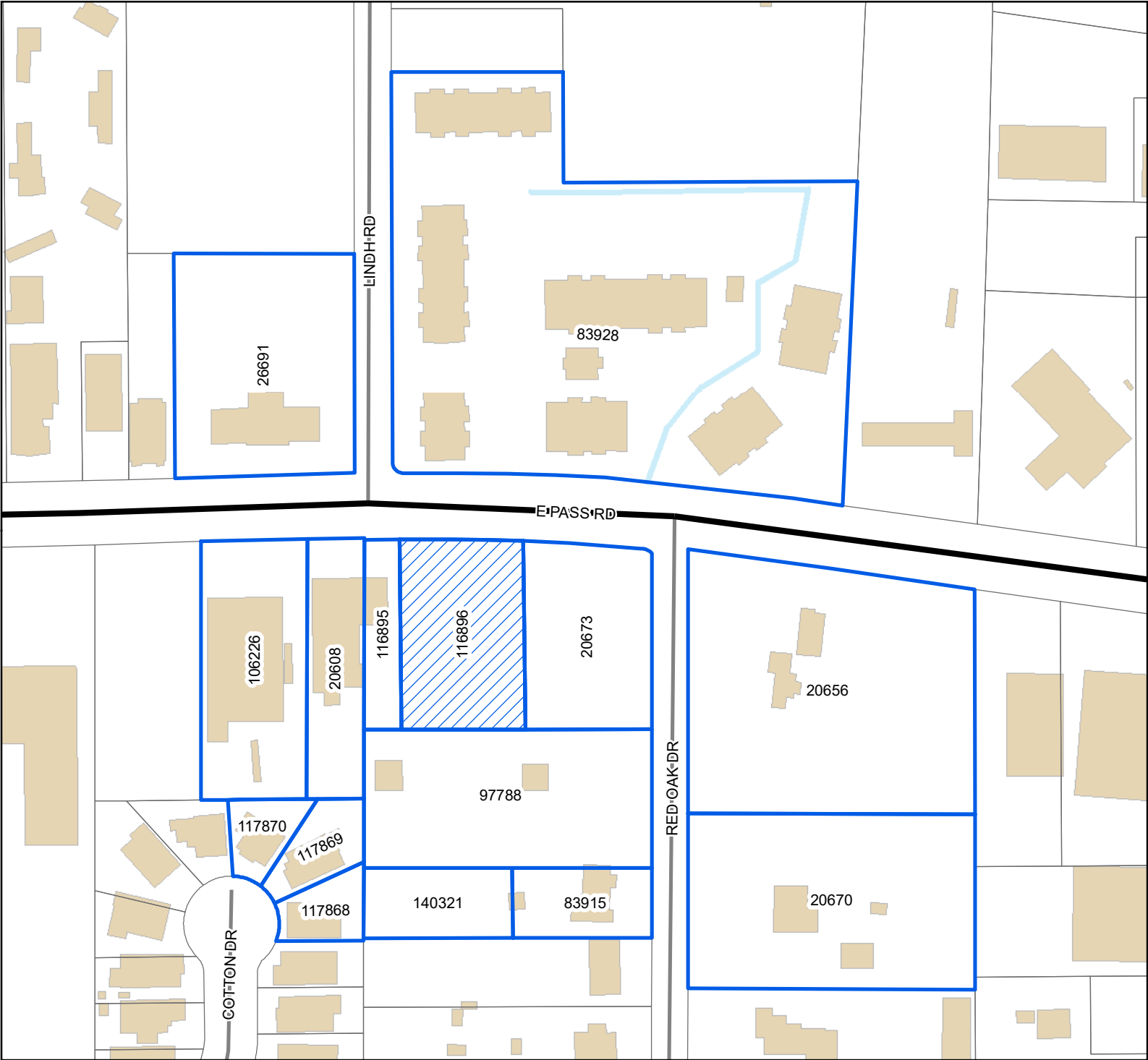
RE: Special Exception 2102SE026, by owner JSP LLC, tax parcel 1010H-02-031.001, Request liquor sales use, 2079 E Pass Rd, Zoned B-1 (Neighborhood business), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, February 18, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

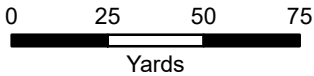
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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	116896	1010H-02-031.001	JSP LLC: Garlon Pemberton (Owner)	9591 S Bayou Bend Dr	GULFPORT	MS	39503
Y			JSP LLC: Ivan Spinner (Owner)	440 Green Teal Ct	Biloxi	MS	39531
			JSP LLC: Jeremy Jernigan (Owner)	No address provided			
Adjacent Property Owners							
Y	117868	1010G-03-002.010	GIDEON CARROLL W & CAROL D	2444 COTTON DR	GULFPORT	MS	39507
Y	117870	1010G-03-002.012	GOODMAN DARLENE M	2448 COTTON DR	GULFPORT	MS	39507
Y	83928	1010H-03-013.000	GULF POINTE PARTNERS LLC	C/O 1912 21ST AVENUE SOUTH STE 100	NASHVILLE	TN	37212
Y	106226	1010G-03-003.001	JERNIGAN PROPERTIES LLC ET AL	229 DEBUYS RD	GULFPORT	MS	39507
	20673	1010H-02-031.000	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
	97788	1010H-02-032.001	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
Y	117869	1010G-03-002.011	LATIMER KENNETH D	2446 COTTON DRIVE	GULFPORT	MS	39507
Y	20656	1010H-02-030.000	LEUENBERGER JAMES U & JENNINGS K	806 AUGUSTINE DR	GULFPORT	MS	39507
Y	26691	1010G-02-016.000	NGUYEN MINH ETAL	2090 E PASS ROAD	GULFPORT	MS	39507
Y	140321	1010H-02-032.002	PAGE JOHNNIE ETAL	14068 OLD WOOLMARKET RD	BILOXI	MS	39532
	83915	1010H-02-032.000	PAGE JOHNNIE L	14068 OLD WOOLMARKET RD	BILOXI	MS	39532
Y	20608	1010G-03-001.000	SPINDOCTOR PROPERTIES LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
	116895	1010H-02-031.002	SPINDOCTOR PROPERTIES LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
Y	20670	1010H-02-029.000	STEELE VINCE R & BRIMAGE CHERYL	628 RED OAK DR	GULFPORT	MS	39507



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Buildings
- Water Features



1 inch = 150 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

MEMORANDUM

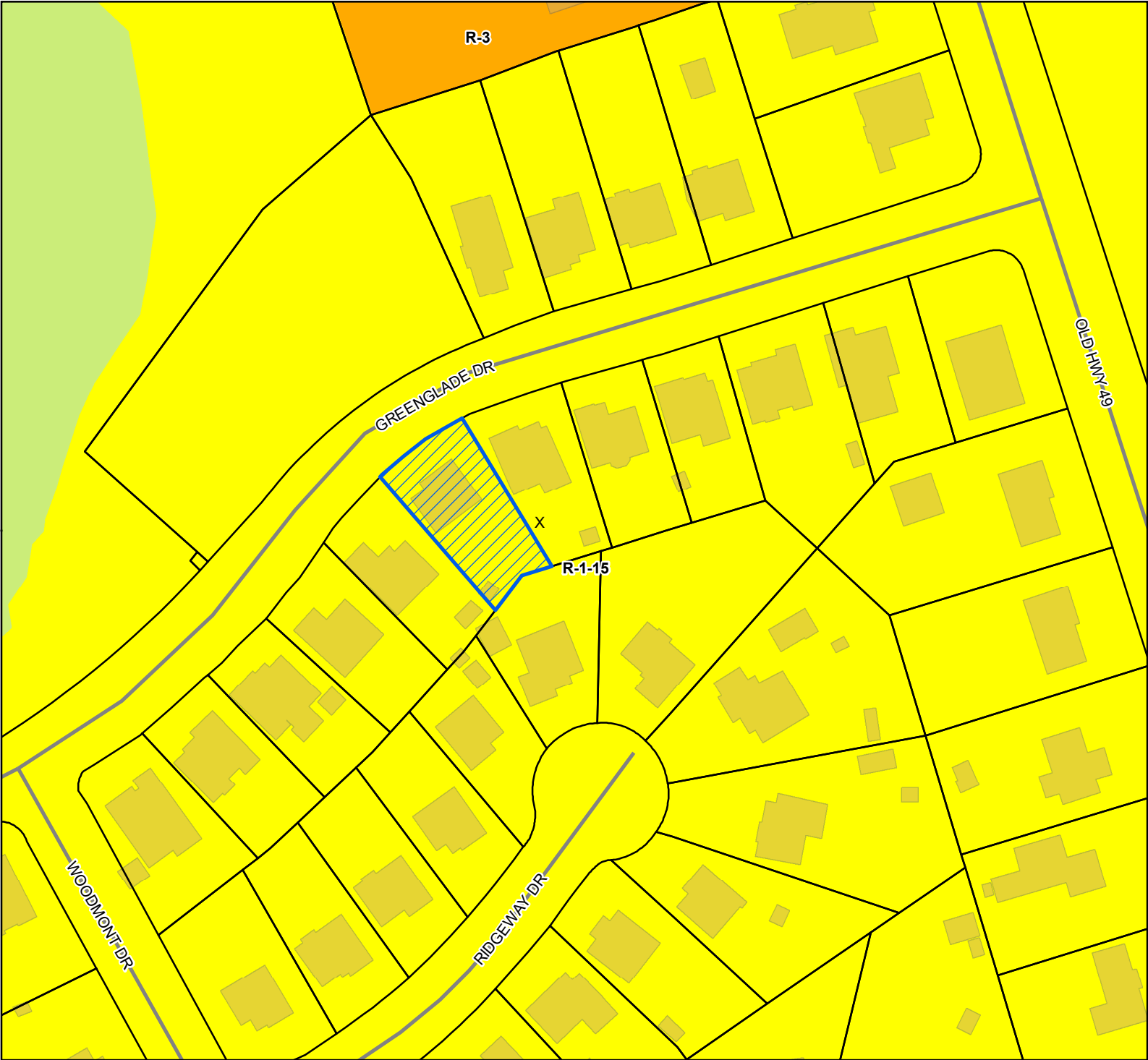
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 18, 2021

Re: Variance 2102ZB027:

Variance 2102ZB027, by owner Kathleen J.S. Sanders, tax parcel 0707G-02-001.002, Variance for fence height, 16285 Greenglade Dr, Zoned R-1-15 (Single-family), Ward 7



Site

Street

Parcels

Buildings

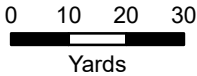
Water Features

Zoning

R-1-15 - Single Family Residence District (Low Density)

R-3 - General Residence (High Density)

Site Information
0707G--02-001.002
Zoning: R-1-15 (Single-family)
Size: 7,697 Square feet
Flood: X,

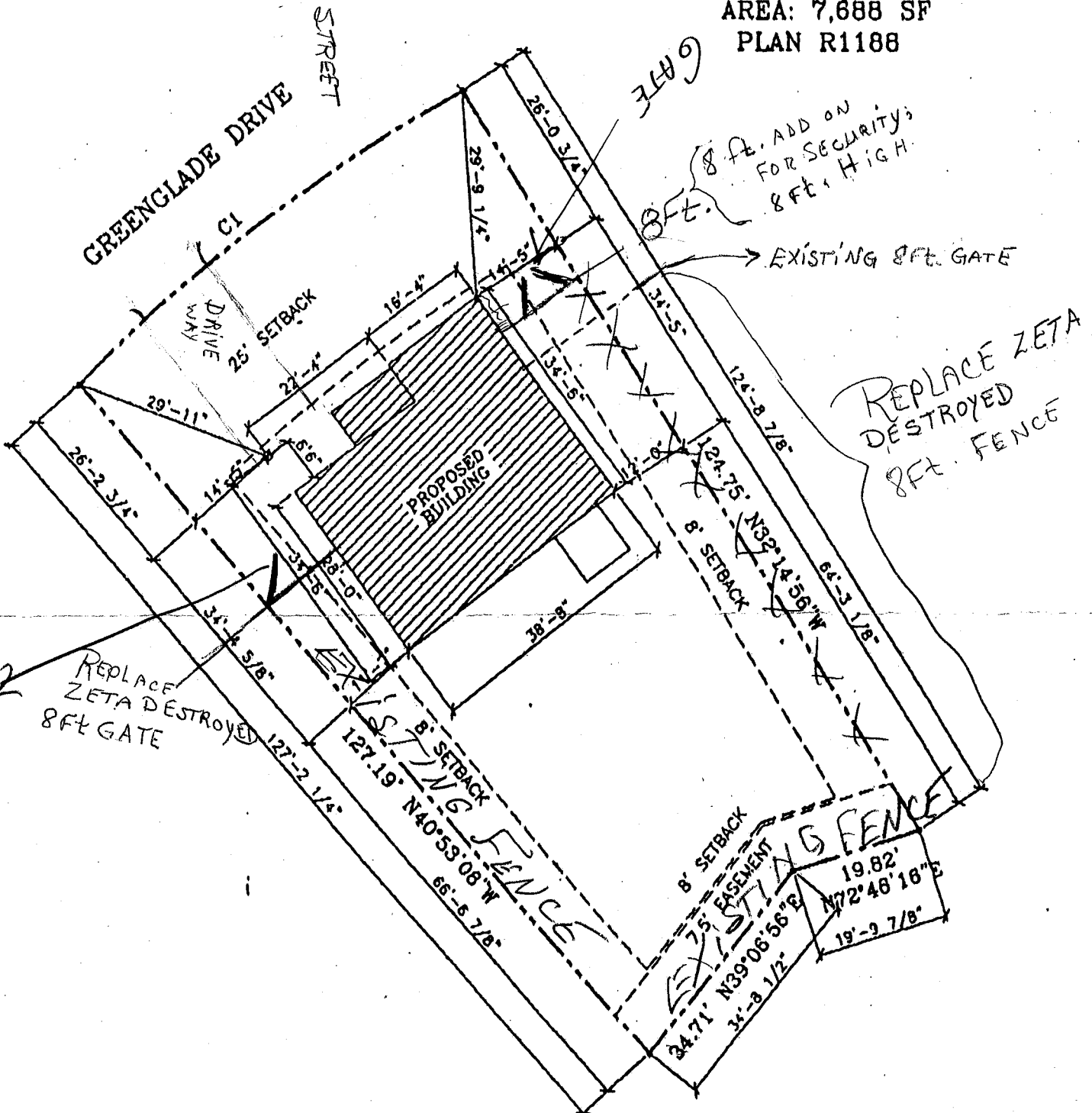


1 inch = 100 feet



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WESTWOOD HILLS
LOT 12/PHASE 2
AREA: 7,688 SF
PLAN R1188



SCALE: 1" = 20'

C1 = 71.52' CORD N38°54'28"E @ 401.08'R

BRELAND HOMES, INC.

DATE: 07/27/99

✓ Copy of Deed

- (1) ADDING TO EXISTING FENCE - LIVE A SECURITY ISSUE
- (2) HURRICANE ZETA DESTROYED PARTS OF FENCE & GATES.
- (3) ALREADY HAVE SOME 8 FT. FENCE STANDING,
I HAD IT INSTALLED WHEN I PURCHASED THE HOME,
I PUT 8 FT. TALL FENCE TO SECURE MY KITCHEN
WINDOW INSIDE THE YARD SO NO ONE COULD ENTER MY
HOME THROUGH THE WINDOW, I LIVE ALONE,
- (4) MY HOUSE WOULD LOOK STUPID, ONE PART OF
THE FENCE IS STILL STANDING, AND IT ALL NEEDS
TO MATCH
- (5) NO SPECIAL CONSIDERATIONS WILL BE GIVEN ME
AND NONE EXPECTED NOR SOUGHT.
- (6) THE PROPERTY IS MY SOLE PROPERTY AND I
HOPE FOR THE APPROVAL
- (7) THERE ARE NO COVENANTS

Additional Standards for a fence variance approval.

When determining a variance to fence, wall, and hedge requirements, the zoning board shall consider the following, which must also be addressed by the applicant on a separate sheet of paper:

1. Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies;
2. Visual impact on adjacent properties, streets, alleyways, and water bodies;
3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood;
4. Impact on ingress and egress, if applicable;
5. Screening, buffering or separation of any nuisance or hazardous feature.
6. Compatibility with adjacent properties.

① I HAVE Spoken With my NEIGHBORS
AND this Will Not impact their Visual PROPERTY
NOR SECURITY

(2) THERE Will Not BE A VISUAL IMPACT ON the
ADJACENT PROPERTIES

(3) NEIGHBORS ALSO HAVE their LOTS FENCED IN -
AND FENCES ARE Common.

(4)

(5) NOTHING HAZARDOUS OR NUSANCE Will BE
HIDDEN OR STORED IN my YARD

(6) My REQUEST is COMPATIBLE WITH my NEIGHBORS
PROPERTIES, AND their FENCES.



Covenant Affidavit

I, Kathleen Sanders, being owner or agent of the property 16285 GREENGLADE DR
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application, hereby state that this variance request is not in violation of any restrictive or protective covenants.

Kathleen Sanders

Signature

JAN 05, 2021

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 5th day of January, 20 21

[Signature]

Notary Public



Commission Expiration

STATE OF MISSISSIPPI **BOOK 1494 PAGE 418**

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared By & Return To:
Amy E. Gillispie
Post Office Box 859
Gulfport, MS 39502
(228) 864-4520

WARRANTY DEED

ENTERED
ON
COMPUTER

For and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged WESTMINSTER HOMES OF MISSISSIPPI, LLC, a limited liability company, does hereby sell, convey, and warrant unto KATHLEEN JOY-STAPP SANDERS, a single person, the following described land and property, lying and being situated in the City of Gulfport, First Judicial District, Harrison County, Mississippi, to-wit:

Lot 12, WESTWOOD HILLS SUBDIVISION, SECTION II, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 41 at Page 38.

This conveyance is subject to all covenants, restrictions, easements and other matters of record.

Ad Valorem taxes for the current year are prorated and assumed by the Grantees. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantor/s agree to pay said Grantee or its assigns any deficit on actual proration.

WITNESS the signature of Westminster Homes of Mississippi LLC on this the 28th day of April, 2000.

WESTMINSTER HOMES OF MISSISSIPPI, LLC

By: _____

A. J. McMurphy, III
President

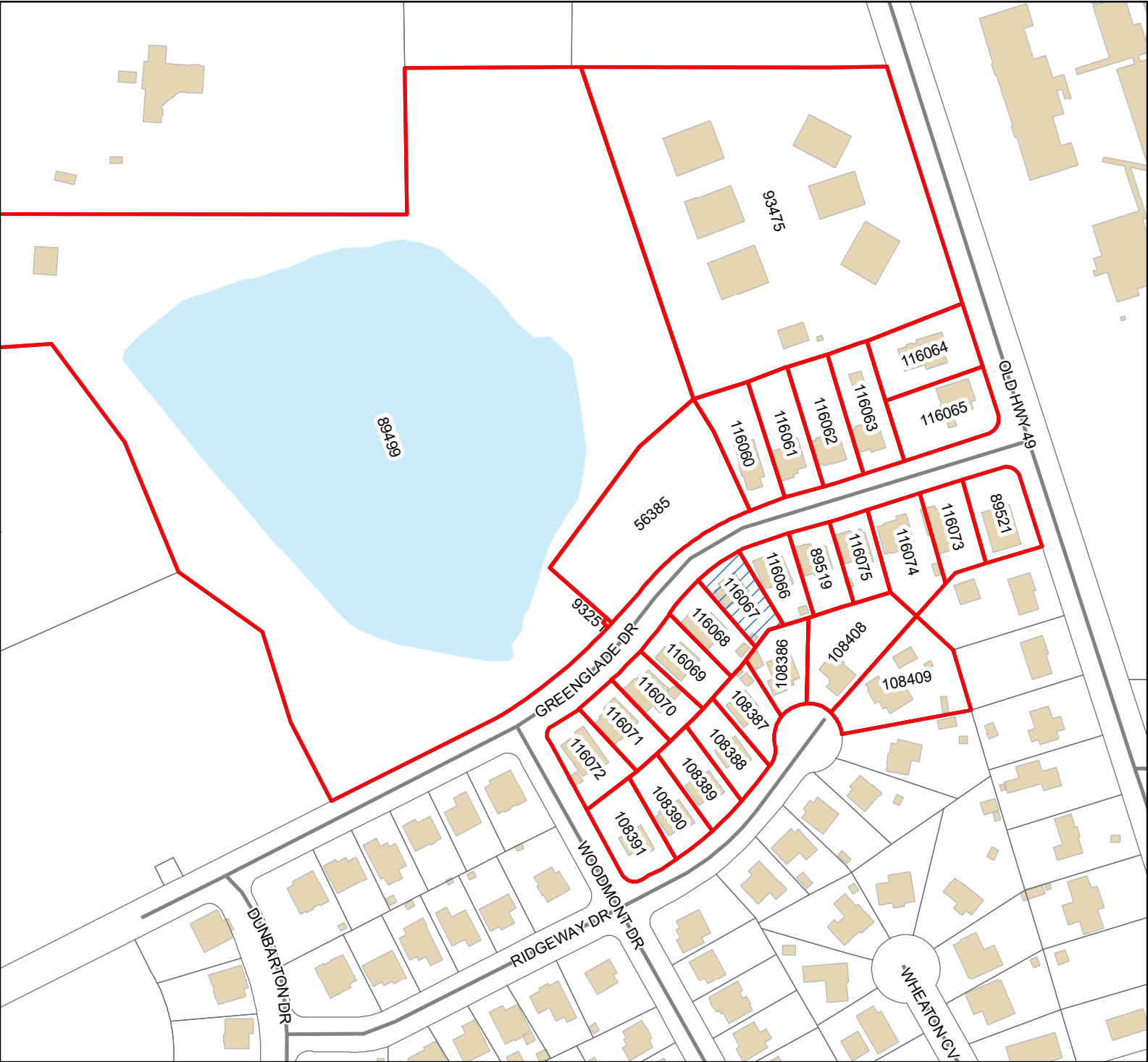
RE: Variance 2102ZB027, by owner Kathleen J.S. Sanders, tax parcel 0707G-02-001.002, Variance for fence height, 16285 Greenglade Dr, Zoned R-1-15 (Single-family), Ward 7

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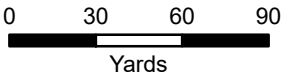
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Mail	PPIN	Parcel ID (027)	Name	Address	City	State	ZIP
Y	116067	0707G-02-001.002	SANDERS KATHLEEN JOY-STAPP (Owner)	16285 GREENGLADE DR	GULFPORT	MS	39503
Adjacent Property Owners							
	108390	0707G-02-031.000	PARKER LARY R & SHIRLEY A	14105 RIDGEWAY DR	GULFPORT	MS	39503
	108389	0707G-02-030.000	EILERMANN JANET & TERRY TOLAR	14352 CHESTWOOD COVE	GULFPORT	MS	39503
	116073	0707H-03-058.000	FILIBECK BRIAN S & THERESA L	16253 GREENGLADE DRIVE	GULFPORT	MS	39503
	116068	0707G-02-001.003	NGO TUNG T	16291 GREENGLADE DR	GULFPORT	MS	39503
	108386	0707G-02-027.000	MALLEY RACHAEL & KUNZ ZACHARY	14125 RIDGEWAY DR	GULFPORT	MS	39503
	116075	0707H-03-060.000	CALDWELL PATRICIA	C/O P O BOX 249	OCEAN SPRINGS	MS	39566
	116061	0707G-01-004.002	ROUSE COURTNEY N	16270 GREENGLADE DR	GULFPORT	MS	39503
	108408	0707H-03-048.000	RISINGER DERON	9139 SCENIC RIVER DR	BILOXI	MS	39532
	108387	0707G-02-028.000	SMITH CYNTHIA GENE	14121 RIDGEWAY DR	GULFPORT	MS	39503
	116072	0707G-02-001.007	TAYLOR LANCE & KELLEY LEE ANN	16317 GREENGLADE DR	GULFPORT	MS	39503
	108391	0707G-02-032.000	BRAME KEVIN C	14101 RIDGWAY DR	GULFPORT	MS	39503
	116066	0707G-02-001.001	LAHUTA JENNIFER M	16277 GREENGLADE DR	GULFPORT	MS	39503
	89519	0707G-02-001.000	PRISMA HOLDINGS LLC	2472 PASS ROAD STE A	BILOXI	MS	39531
	56385	0707G-01-004.000	BOND JULIANA	16383 S SWAN ROAD	GULFPORT	MS	39505
	116070	0707G-02-001.005	ZAPOTE PABLO BALTAZAR -ETAL-	16303 GREENGLADE DRIVE	GULFPORT	MS	39503
	93475	0707G-01-003.002	BIG BAY LP	723 HOWARD AVE	BILOXI	MS	39530
	89499	0707G-01-002.001	BOND JULIANA	16383 S SWAN RD	GULFPORT	MS	39503
	116065	0707H-03-062.000	GOLD DUSTIN MICHAEL & AMBER LEE	14176 OLD HWY 49	GULFPORT	MS	39503
	116069	0707G-02-001.004	YOUNGMAN BARBARA A -L/E-	16299 GREENGLADE DR	GULFPORT	MS	39503
	108409	0707H-03-049.000	LINENBERGER LANCELOT A	14128 RIDGEWAY DR	GULFPORT	MS	39503
	116060	0707G-01-004.001	DYE CANDACE M	19520 CURTIS RD	SAUCIER	MS	39574
	89521	0707H-03-057.000	BOND JULIANA	16383 S SWAN RD	GULFPORT	MS	39503
	116074	0707H-03-059.000	SANTIAGO CARLOS CANDIDO ETAL	16259 GREENGLADE DR	GULFPORT	MS	39503
	116071	0707G-02-001.006	FERGUSON LARRY & NATALIE	16311 GREENGLADE DRIVE	GULFPORT	MS	39503
	108388	0707G-02-029.000	WHITLOCK THERON L	14115 RIDGEWAY DR	GULFPORT	MS	39503
	116062	0707G-01-004.003	CASTILLO DANIEL J & CASEY DALE	2615 LEJUENE #3303	BILOXI	MS	39531
	93251	0707G-01-002.003	BELLSOUTH	1155 PEACHTREE ST, N.E.	ATLANTA	GA	30367
	116063	0707H-03-061.000	SEYMOUR ROBERT A	16258 GREENGLADE DR	GULFPORT	MS	39503
	116064	0707H-03-063.000	POLZER STEPHEN	14182 OLD HWY 49	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- Water Features



1 inch = 200 feet



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