

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, FEBRUARY 25, 2021 AT 4:30 PM

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

E1. PC Proof of Publication

- F. Adoption of Minutes**

F1. Planning Commission Meeting - January 28, 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 Planning Commission may, within fifteen (15) days thereafter, appeal there from to the Mayor and City Council by filing with the Planning Commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Commission 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 Planning Commission. 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. 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

2. Resubdivision 2102PC019: **(Tabled to March meeting)**

Resubdivision 2102PC019, by owner Smugglers Cove Investments, LLC, tax parcels 0711I-03-056.000 and 0711I-03-057.000, Divide into two new parcels, 40th Ave, Zoned T3 (Sub-Urban Zone), Ward 2

3. Resubdivision 2102PC020:

Resubdivision 2102PC020, by owners Willie McLeod & George Gilbert, tax parcel 0907E-01-036.000, Divide into four new parcels, Marie Rd, Zoned R-1-15 (Single-family), Ward 6

4. Planning Commission Approval 2102PC021:

Planning Commission Approval 2102PC021, by owners William Brooks & Tina Bender, tax parcel 0708A-01-021.000, Request home occupation for real estate office use, 12993 Sweetwater Trl, Zoned R-1-15 (Single-family), Ward 7

5. Zoning Map Amendment 2102PC022:

Zoning Map Amendment 2102PC022, by agent Mariano Barvie', tax parcels 0910I-03-005.001 and 0910I-03-037.001, Request to rezone from T3 (Sub-Urban Zone) to B-2 (General business), E Pass Rd & E Oak Dr, Ward 2

6. Zoning Map Amendment 2102PC023:

Zoning Map Amendment 2102PC023, by owner Gregory T. Smith, tax parcel 1011D-03-005.000, Request to rezone from T5 (Urban Center Zone) and T4+ (General Urban Zone "Limited") to entirely T4+ (General Urban Zone "Limited"), Phillips Dr, Ward 2

7. Zoning Map Amendment 2102PC024:

Zoning Map Amendment 2102PC024, by owner Gregory T. Smith, tax parcel 1011D-01-040.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), W Cedar Dr, Ward 2

8. 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

9. General Plan 2102PC028:

General Plan 2102PC028, by agent Brown, Mitchell & Alexander, tax parcels 0908C-01-001.000 and 0908C-01-001.037, Approval for General Plan for 17-lot subdivision (Florence Gardens Phase VII), Orchard St, Zoned R-1-7.5, R-1-10, and R-1-15 (Single-family), Ward 6

10. Planning Commission Approval 2103PC031:

Planning Commission Approval 2103PC031, by agent Ashley Zito, Requests a small cell tower, 22nd Ave, Lat 30.368883, Long -89.089169, Zoned T-5 (Urban Center Zone), Ward 2

11. Planning Commission Approval 2103PC032:

Planning Commission Approval 2103PC032, by agent Ashley Zito, Requests a small cell tower, 25th Ave, Lat 30.364842, Long -89.092922, Zoned B-2 (General business), Ward 2

G4. Other Business

H. Adjournment

MEMORANDUM

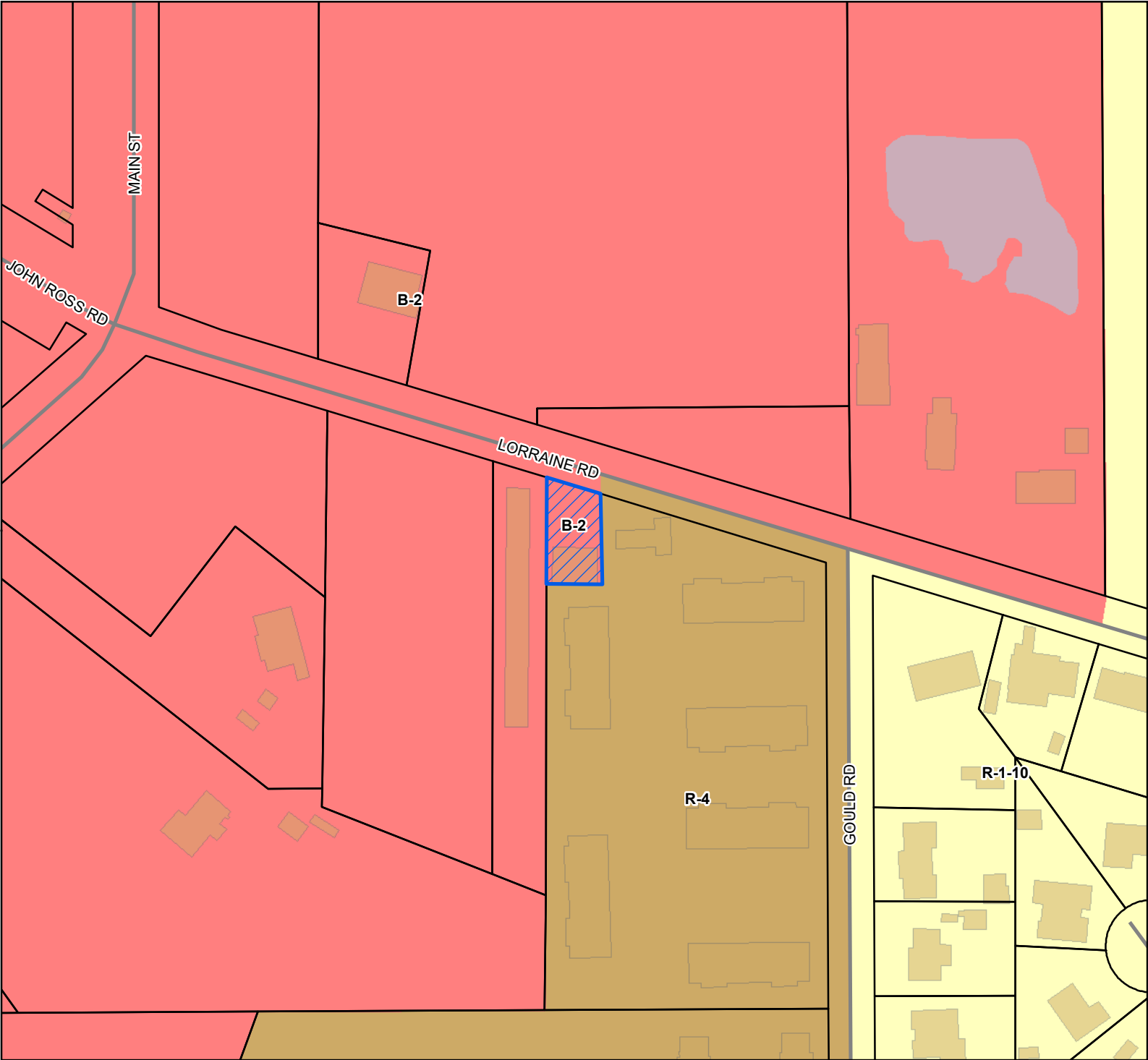
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 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



Site
Site

Street
Street

Parcels
Parcels

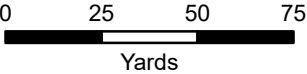
Buildings
Buildings

Water Features
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



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.

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

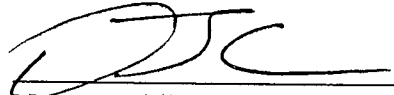
STATE OF MISSISSIPPI

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.



My Commission expires: _____


Notary Public

Printed Name: 

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



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



1st Judicial District
Instrument 2015 6396 D -J1
Filed/Recorded 9/21/2015 02:46 P
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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

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cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of
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UNOFFICIAL
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GULFPORT, MS 39503
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(as to a 66.667% interest) and
RPM INVESTMENTS, LLC, A Mississippi Limited Liability Company
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UNOFFICIAL

UNOFFICIAL

2

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HENRY M. ROLLINS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

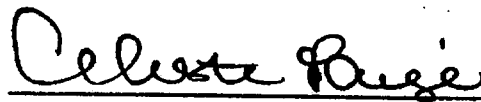
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GIVEN under my hand and official seal on this the 17th day of September, 2015.

(SEAL)

My Commission Expires:




NOTARY PUBLIC

UNOFFICIAL

UNOFFICIAL

3

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Tax Parcel Number: 1008K-03-002.000

UNOFFICIAL

Return to:
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Gulfport, MS 39503
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UNOFFICIAL

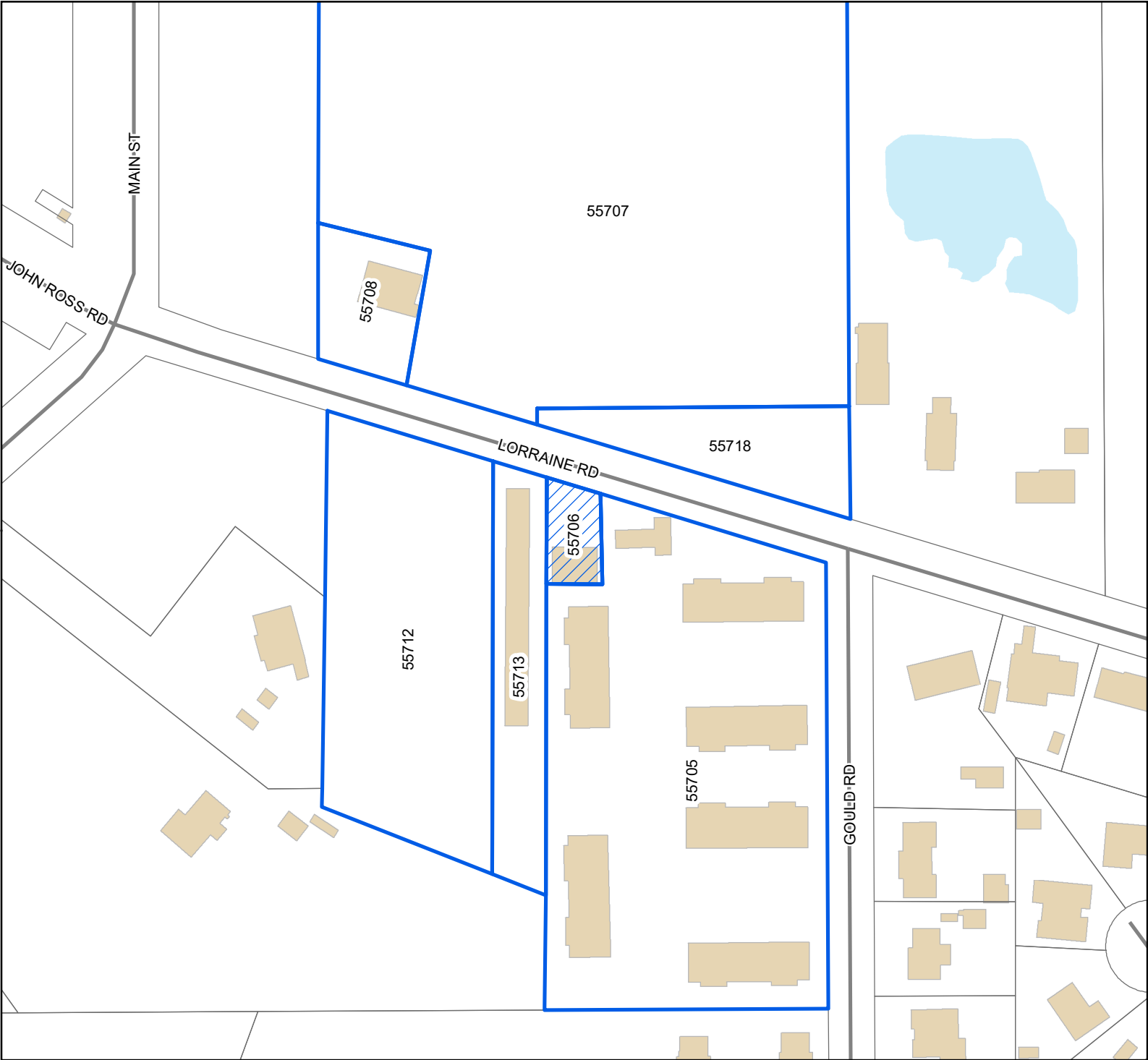
RE: Special Exception 2102SE018, by agents Surjit Singh & Darshan Kaur, tax parcel 1008K-03-002.000, Request liquor sales use, 11594 Lorraine Rd, Zoned B-2 (General business), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

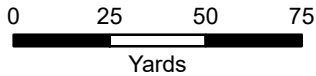
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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

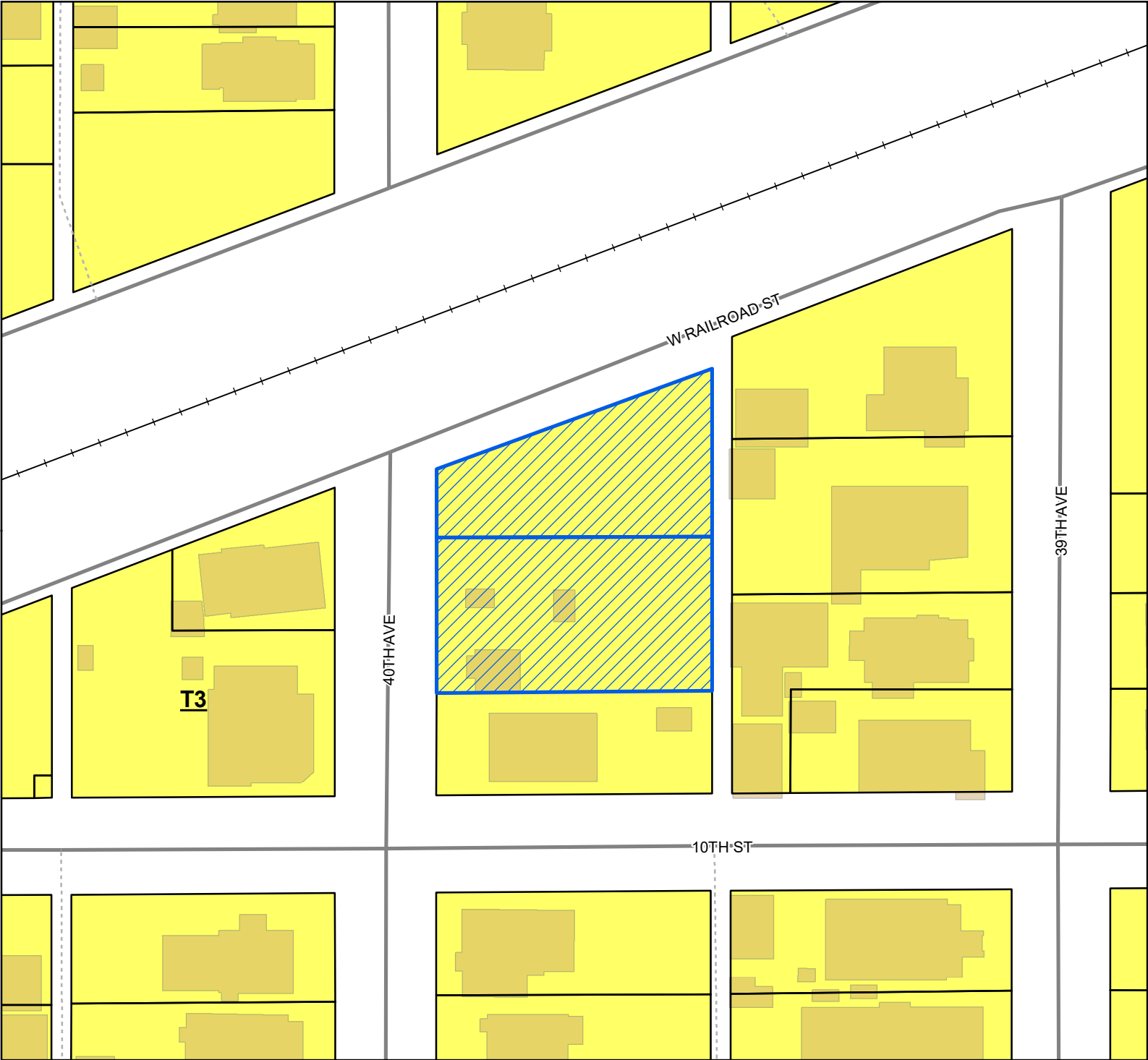
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Resubdivision 2102PC019:
(Tabled to March meeting)

Resubdivision 2102PC019, by owner Smugglers Cove Investments, LLC, tax parcels 0711I-03-056.000 and 0711I-03-057.000, Divide into two new parcels, 40th Ave, Zoned T3 (Sub-Urban Zone), Ward 2



Site

Street

Alley

Railroad

Parcels

Buildings

Smart Code

T3

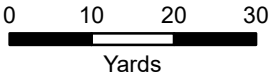
Site Information

07111-03-056.000 and 07111-03-057.000

Zoning: T3 (Sub-urban Zone)

Size: 19,680 Square feet

Flood: X, 0.2%



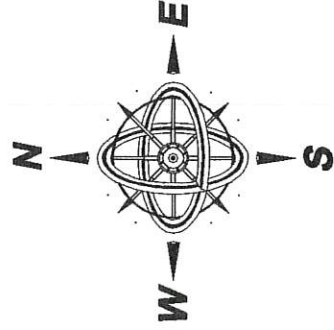
1 inch = 70 feet



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A RESUBDIVISION OF TWO PARCELS, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI, INTO LOTS
"A" AND "B". SAID PARCELS BEING REFERRED
TO AS TAX PARCEL NOS. 07111-03-056.000 AND
07111-03-057.000, ADDRESS-
1008 40TH AVENUE

- LEGEND:
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - LIGHTARD KNOT FOUND
 - LIGHTARD KNOT SET
 - AS PER SURVEY
 - AS PER RECORD
 - AS PER PLAT
 - IRON ROD FOUND
 - IRON ROD SET



REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

SCALE 1" = 30'

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301) NAD 83.
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

CLIENT: SMUGGLERS COVE
INVESTMENTS, LLC
DATE OF FIELD SURVEY:
7/18/2020
DRAWN BY: CAC
JOB NUMBER: 20344.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X500" ACCORDING TO MAP NUMBER 28047C0376G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

REFERENCE MATERIALS:

- 1.) GULFPORT ONLINE ATLAS
- 2.) RECORDED PLAT OF WEST SIDE ADDITION
- 3.) HARRISON COUNTY TAX MAPS
- 4.) INSTRUMENT NO. 2020-6901-D-J-I
- 5.) INSTRUMENT NO. 2020-6904-D-J-I

MINIMUM BUILDING
SETBACKS:

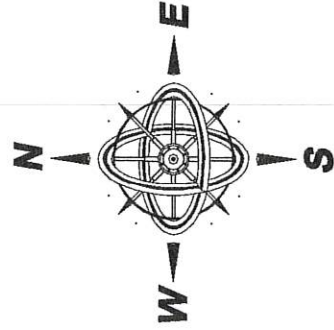
THIS PARCEL OF LAND IS
LOCATED IN SMARTCODE T3 AS
PER CITY OF GULFPORT ONLINE
ATLAS.

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 7/18/2020
TOPCON HIPER VR RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

A RESUBDIVISION OF TWO PARCELS, CITY OF
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 - CONCRETE MONUMENT SET
 - LIGHT TARD KNOT FOUND
 - APR --- AS PER SURVEY
 - APP --- AS PER RECORD
 - IRF --- AS PER PLAT
 - IRS --- IRON ROD FOUND



REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

SCALE 1" = 30'

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CLIENT: SMUGGLERS COVE
INVESTMENTS, LLC
DATE OF FIELD SURVEY:
7/18/2020
DRAWN BY: CAC
JOB NUMBER: 20344.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

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- 2.) RECORDED PLAT OF WEST SIDE ADDITION
- 3.) HARRISON COUNTY TAX MAPS
- 4.) INSTRUMENT NO. 2020-6901-D-J1
- 5.) INSTRUMENT NO. 2020-6904-D-J1

MINIMUM BUILDING
SETBACKS:

THIS PARCEL OF LAND IS
LOCATED IN SMARTCODE T3 AS
PER CITY OF GULFPORT ONLINE
ATLAS.

GPS OBSERVATION
NOTE

DATE OF FIELD WORK: 7/18/2020
TOPCON HIPER VR RECIEVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 07111-03-056.000 AND 07111-03-057.000, LOCATED IN WEST SIDE ADDITION TO GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF 11TH STREET AND ON THE EAST SIDE OF 40TH AVENUE. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

07111-03-056.000 AND 07111-03-057.000. THE CASE FILE NUMBER IS _____

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT SMUGGLERS COVE INVESTMENTS, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 16th DAY OF December, 2020

SMUGGLERS COVE INVESTMENTS, LLC

BY: Slawomira Niesobka

SLAWOMIRA NIESOBKA, MANAGING MEMBER

THE APPLICANTS HEREBY COVENANT AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

SMUGGLERS COVE INVESTMENTS, LLC

BY: Slawomira Niesobka

SLAWOMIRA NIESOBKA, MANAGING MEMBER

THIS 16th DAY OF December, 2020

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED SLAWOMIRA NIESOBKA, MANAGING MEMBER OF SMUGGLERS COVE INVESTMENT, LLC, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

Lauren
NOTARY PUBLIC



MY COMMISSION EXPIRES: 11/5/2024

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 15th DAY OF December, 2020.

Clifford A. Crosby
CLIFFORD A. CROSBY, MS PLS 2539



CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 20____.

BY:

Keith Williams
THE CITY OF GULFPORTS PLANNING COMMISSION CHAIRMAN

Greg Holmes
THE CITY OF GULFPORTS PLANNING DIVISION ADMINISTRATOR

CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL, AT THE REGULAR

MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____.

ATTEST:

Brittany Rodgers

THE CITY OF GULFPORTS CLERK OF COUNCIL

F.B. "Rusty" Walker, IV
THE CITY OF GULFPORTS COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED

AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 20____.

Billy Hewes

THE CITY OF GULFPORTS MAYOR

PREPARED BY:

CLIENT: SMUGGLERS COVE
INVESTMENTS, LLC
DATE OF FIELD SURVEY:
7/18/2020
DRAWN BY: CAC
JOB NUMBER: 20344.dwg

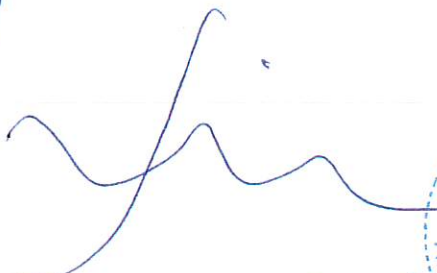
CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

TAX PARCEL # 07111-03-056.000

07111-03-057.000

I, Slawomira Niesobka,
the sole owner & agent of
Smugglers Core Investments LLC
State hereby that there are no
restrictions or protective
covenants prohibiting the resubdivision
of the property.

On the 30th July 2020


Tracy D. Boyd
Notary



SCANNED



Jefferson 1st Judicial District
Instrument 2020 6904 D -J1
Filed/Recorded 6/18/2020 11:45 A
Total Fees \$ 26.00
3 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
RFMG Holding, Inc., a MS Corporation
521 2nd St.
Gulfport, MS 39507
(931) 472-5686

REVIEWED

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
**Smugglers Cove Investments, LLC, a
Mississippi limited liability company**
4215 W Railroad St.
Gulfport, MS 39501
(561) 251-1940

File No. Z208401S

INDEXING INSTRUCTIONS: Lots 13-15, & part of Lot 16, Blk 17, West Side Add, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and 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, **RFMG Holding, Inc., a MS Corporation**, does hereby sell, convey and warrant unto **Smugglers Cove Investments, LLC, a Mississippi Limited Liability Company**, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots 13-15 and South 5 Feet of Lot 16 Blk 17, West Side Addition, a subdivision according to a map or plat thereof which is on file of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, MS, in Plat Book 3, at Page 17, reference to which is hereby made in aid of and as a part of this description.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated 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 Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 15th day of June, 2020.

RFMG Holding, Inc., a MS Corporation

Valencia Daniels
By: Valencia Daniels, President

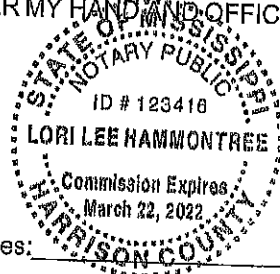
C O R P O R A T E A C K N O W L E D G E M E N T

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of June 2020, within my jurisdiction, the within named **Valencia Daniels**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the person or entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 15th day of June, 2020.

(AFFIX SEAL)



Lori Lee Hammontree
NOTARY PUBLIC

My commission expires: _____

DEED ACCEPTED BY:

Slawomira Niesobska
Smugglers Cove Investments, LLC,
a Mississippi Limited Liability Company, By:
Slawomira Niesobska, Managing Member, Grantee

CORPORATE RESOLUTION

In a duly called meeting of all of the Members/Managers/Shareholders of the below named Company, it was unanimously approved by all of the Members/Managers/Board of Directors that **Valencia Daniels**, President, has complete authority to sell on behalf of the below named company the property located at, or described as:

Property Address: 1008 40th Ave., Gulfport, MS 39501.

Lots 13-15 and South 5 Feet of Lot 16 Blk 17, West Side Addition, a subdivision according to a map or plat thereof which is on file of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, MS, in Plat Book 3, at Page 17, reference to which is hereby made in aid of and as a part of this description.

RFMG Holding, Inc., a MS Corporation.

So approved and acknowledged this, the 15th day of June, 2020.

RFMG Holding, Inc., a MS Corporation


By: Valencia Daniels, President

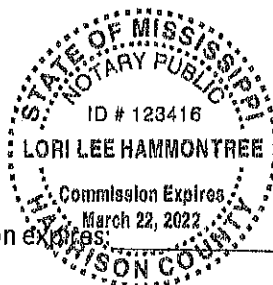
CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **VALENCIA DANIELS**, the duly appointed sole member of **RFMG Holding, Inc., a MS Corporation**, who acknowledged before me that SHE signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of said Company as its own act and deed, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 15th day of June, A.D. 2020.

(AFFIX SEAL)



My commission expires:


NOTARY PUBLIC

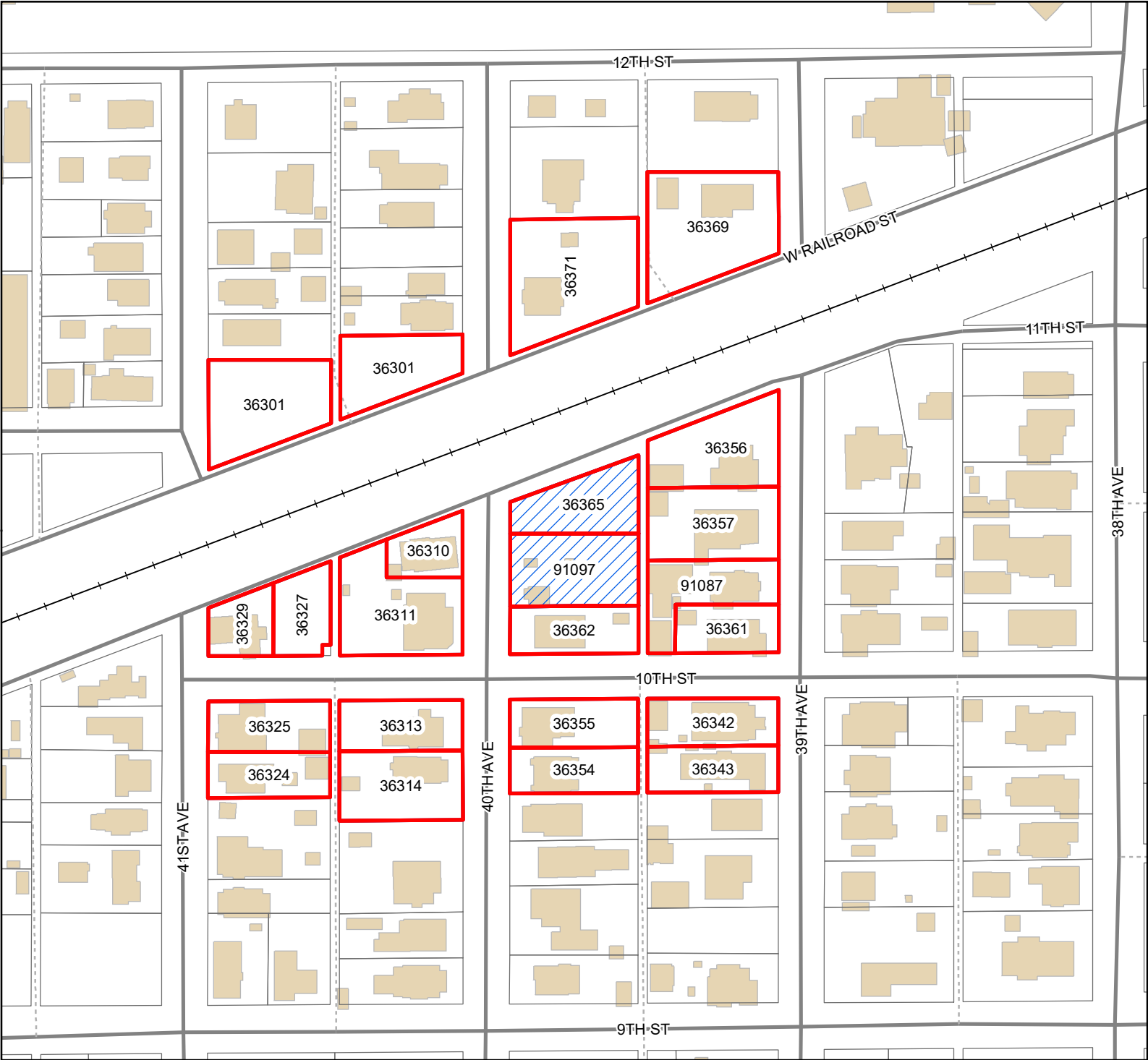
RE: Resubdivision 2102PC019, by owner Smugglers Cove Investments, LLC, tax parcels 0711I-03-056.000 and 0711I-03-057.000, Divide into two new parcels, 40th Ave, Zoned T3 (Sub-Urban Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

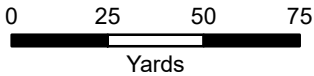
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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 (019)	Name	Address	City	State	ZIP
Y	91097	0711I-03-056.000	SMUGGLERS COVE INVESTMENTS LLC	4215 W RAILROAD ST	GULFPORT	MS	39501
Adjacent Property Owners							
Y	36314	0711I-03-063.000	KERGOSIEN GREGORY G JR & ILONA P	P O BOX 4126	GULFPORT	MS	39502
Y	36310	0711I-03-059.000	BROOKS DENA	1007 40TH AVE	GULFPORT	MS	39501
Y	36356	0711I-03-028.000	YOHO MENDAL L & GENEVIEVE A ETAL	131 POCO MAS DR	BRIDGEPORT	WV	26330
Y	36371	0711I-04-008.000	COE DOUGLAS M & LINDA G	1102 40TH AVE	GULFPORT	MS	39501
N	36365	0711I-03-057.000	SMUGGLERS COVE INVESTMENTS LLC	4215 W RAILROAD ST	GULFPORT	MS	39501
Y	36357	0711I-03-029.000	TENNEY JOSEPH E & SUSAN B	101 MCCAUGHAN AVENUE	LONG BEACH	MS	39560
Y	91087	0711I-03-030.000	BORDEAUX AMELIA S	1007 39TH AVE	GULFPORT	MS	39501
Y	36327	0711I-03-075.000	NEELY WHITES TAX & FINANCIAL LLC	2109 19TH ST	GULFPORT	MS	39501
N	36329	0711I-03-075.001	NEELY WHITES TAX & FINANCIAL LLC	2109 19TH ST	GULFPORT	MS	39501
Y	36362	0711I-03-055.000	NUGENT CAROLYN SUE	1000 40TH AVE	GULFPORT	MS	39501
Y	36355	0711I-03-054.000	KOONCE GARY L	922 40TH AVE	GULFPORT	MS	39501
Y	36343	0711I-03-033.000	JENSEN KATHLEEN M	917 39TH STREET	GULFPORT	MS	39503
Y	36311	0711I-03-061.000	COCHRAN JENNIFER D	4000 10TH ST	GULFPORT	MS	39501
Y	36342	0711I-03-032.000	WELFORD JOAN MARIE	925 39TH AVE	GULFPORT	MS	39501
Y	36324	0711I-03-072.000	INGLES LINDA SUE & RUEGGER RODNEY L	918 41ST AVE	GULFPORT	MS	39501
Y	36354	0711I-03-053.000	HOUSE RICK E & LAURA L	5403 QUAIL CREEK CIRCLE	BILOXI	MS	39532
Y	36361	0711I-03-031.000	RYNNING CAROL E	1001 39TH AVE	GULFPORT	MS	39501
Y	36313	0711I-03-062.000	ROCKY ROBERT G	53485 HWY 433	SLIDELL	LA	70461
Y	36325	0711I-03-073.000	KEOGH JOHN PATRICK JR	924 41ST AVE	GULFPORT	MS	39501
Y	36301	0711I-04-017.000	CARRANZA MERCEDES	16164 ORANGE GROVE RD	GULFPORT	MS	39503
Y	36369	0711I-04-006.000	CHURCH JOSEPH A III & CAROL P	1105 39TH AVE	GULFPORT	MS	39501



Legend

-  Site
-  Adjacent Properties
-  Street
-  Alley
-  Railroad
-  Buildings



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

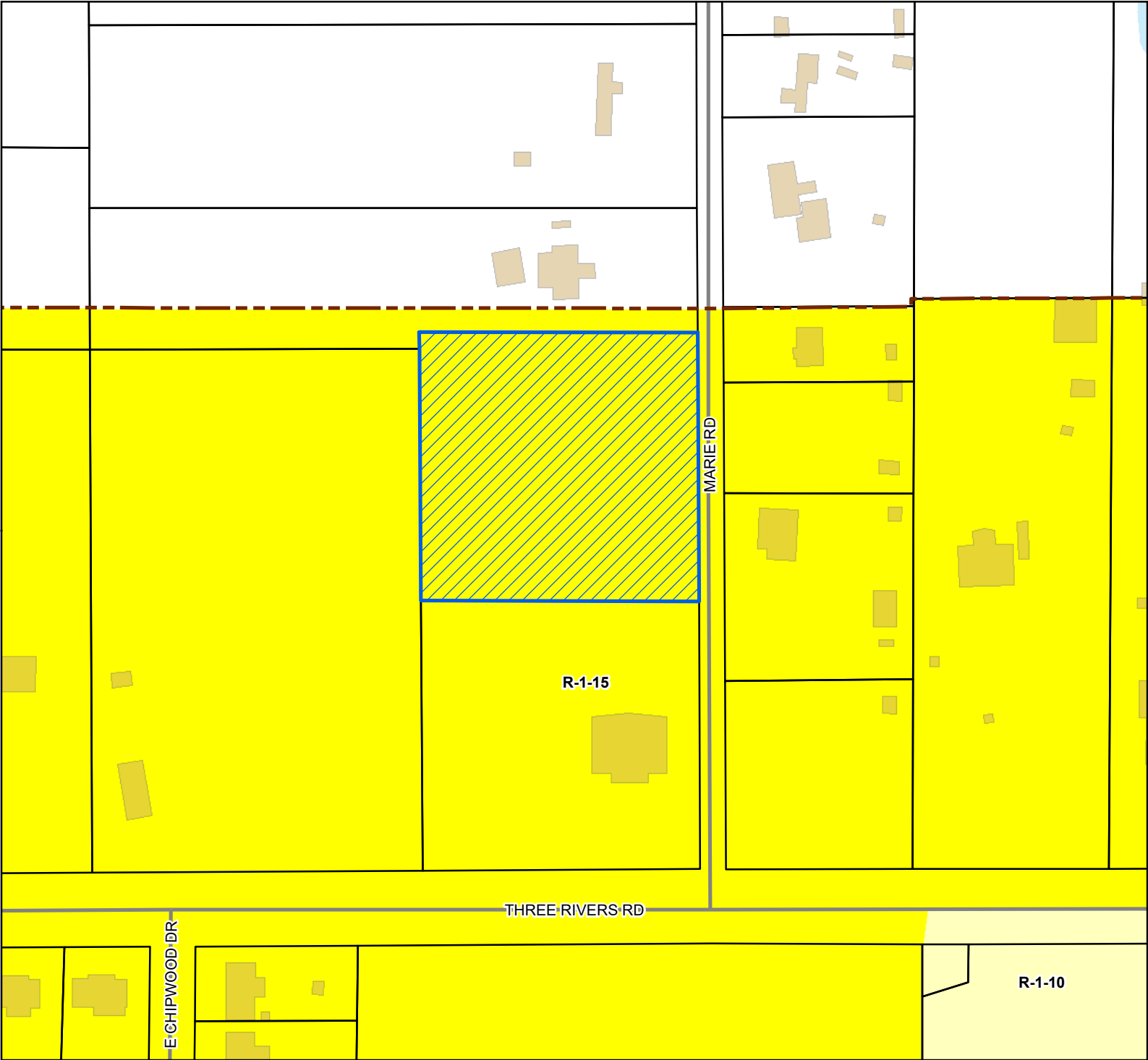
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Resubdivision 2102PC020:

Resubdivision 2102PC020, by owners Willie McLeod & George Gilbert, tax parcel 0907E-01-036.000, Divide into four new parcels, Marie Rd, Zoned R-1-15 (Single-family), Ward 6



Site

Street

Parcels

Buildings

Water Features

City Limit

Zoning

R-1-10 - Single Family Residence (Low Density)

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

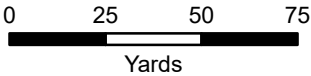
Site Information

0907E-01-036.000

Zoning: R-1-15 (Single-family)

Size: 2.00 acres

Flood: X, 0.2 % Annual



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.

R-23-2020

I Bears Gilbert

certified the above parties covenants
that prohibit the division of the profits

[Signature]

Signed & Sworn before me on this 23rd day
of December 2020

12/23/20

Maude Weir
Notary.



CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0907E-01-036.000
RE-SUBDIVISION OF PART OF SECTION 26, T 6 S, R 11 W



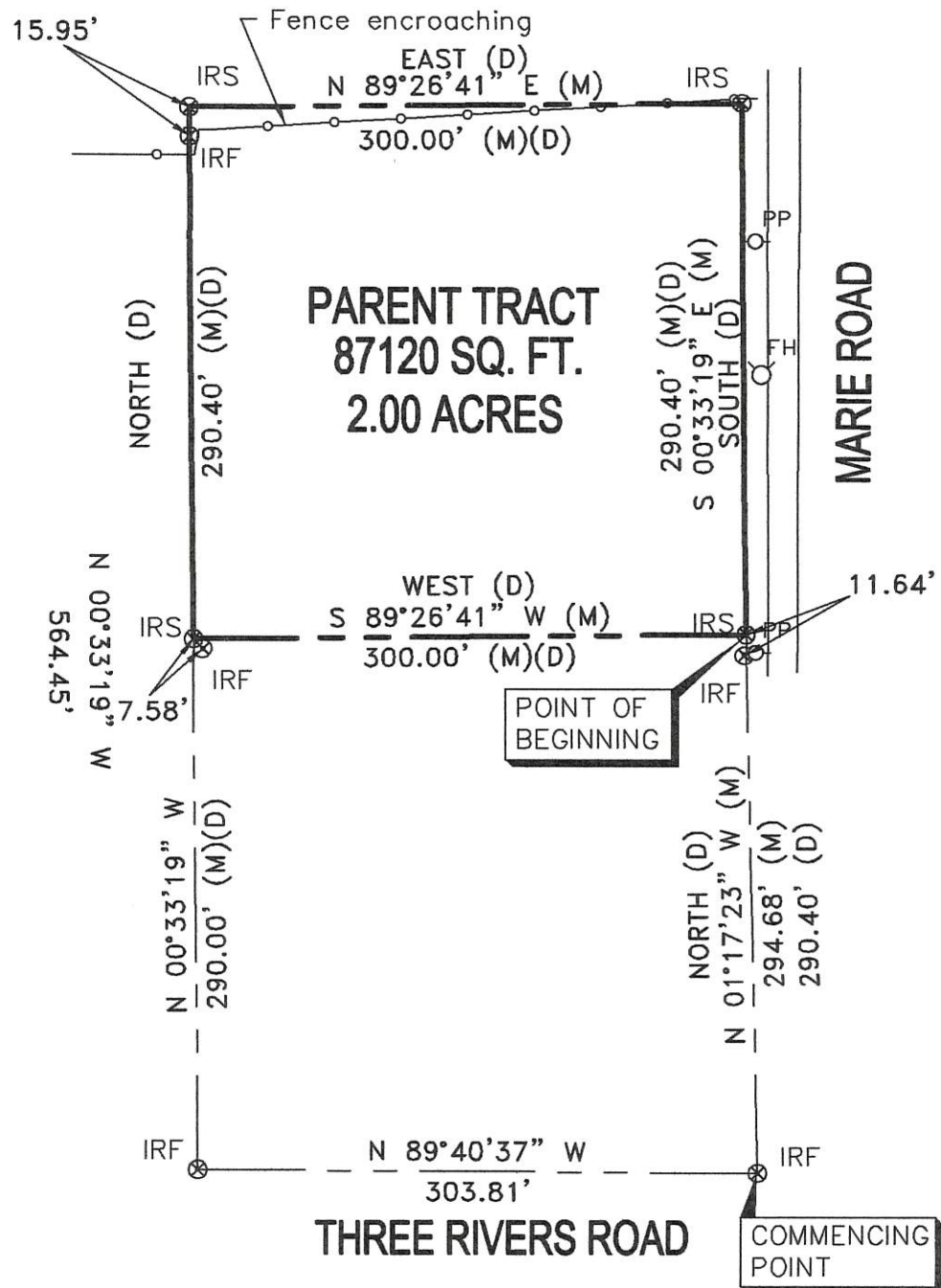
MARIE ROAD
SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, MISSISSIPPI
PARCEL #0907E-01-036.000

SCALE: 1"=100'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 11/19/09

SURVEY BY TERRY
JONES, P.L.S. DATED
07/21/17



LEGAL DESCRIPTION
PARENT TRACT

(DR 2009-7092-D-J1)

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road and thence run North along the West margin of Marcie Road 290.4 feet to the Point of Beginning of that property herein described. From said Point of Beginning thence run West 300.0 feet to an iron rod, thence run North 290.4 feet to an iron rod, thence run East 300.0 feet to an iron rod situated on the West margin of Marcie Road, thence run South along the West margin of Marcie Road a distance of 290.4 feet back to the Point of Beginning. Said parcel contains 2.0 acres, more or less and is situated in Section 26, Township 6 South, Range 11 West, Harrison County, Mississippi.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the west margin of Marie Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0260-H, Revised: 12/21/17.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

Gary A. Durbin, P.L.S. 2401
December 14, 2020

SHEET 1 OF 4 10712

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0907E-01-036.000
RE-SUBDIVISION OF PART OF SECTION 26, T 6 S, R 11 W

MARIE ROAD
SECTION 26, TOWNSHIP 6 SOUTH, RANGE 11 WEST
GULFPORT, MISSISSIPPI
PARCEL #0907E-01-036.000

BUILDING SETBACKS

25' FRONT
15' SIDE
15' REAR

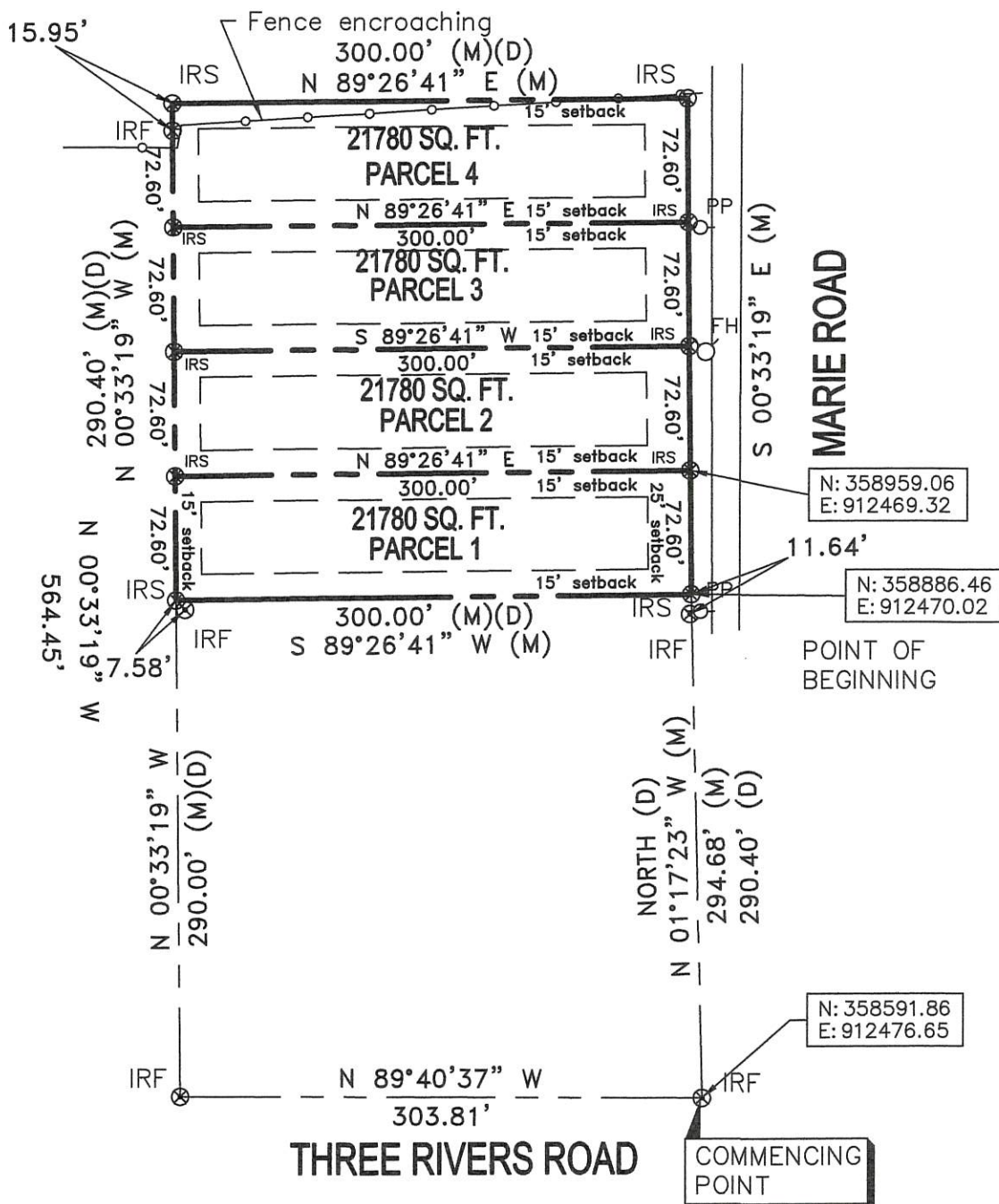


SCALE: 1"=100'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 11/19/09

SURVEY BY TERRY
JONES, P.L.S. DATED
07/21/17



SEE SHEET 3 OF 4 FOR LEGALS



This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the west margin of Marie Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0260-H, Revised: 12/21/17.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

Gary A. Durbin, P.L.S. 2401
December 14, 2020
Revised: December 22, 2020
Revised: December 23, 2020

SHEET 2 OF 4 10712

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokgd@aol.com

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0907E-01-036.000
RE-SUBDIVISION OF PART OF SECTION 26, T 6 S, R 11 W

LEGAL DESCRIPTION
PARCEL 1

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road, said point having Mississippi Coordinates N 358591.86, E 912476.65, and thence run N 01°17'23" W along the West margin of Marcie Road 294.68 feet to the Point of Beginning, thence run S 89°26'41" W 300.00 feet to an iron rod, thence run N 00°33'19" W 72.60 feet to an iron rod, thence run N 89°26'41" E 300.00 feet to an iron rod situated on the West margin of Marcie Road, thence run S 00°33'19" E 72.60 feet along the West margin of Marcie Road to the Point of Beginning. Said parcel contains 21780 square feet or 0.50 acres and is situated in the First Judicial District of Harrison County, City of Gulfport, Mississippi, Section 26, Township 6 South, Range 11 West. Bearings and coordinates based on Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated November 10, 2020..

LEGAL DESCRIPTION
PARCEL 2

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road, said point having Mississippi Coordinates N 358591.86, E 912476.65, and thence run N 01°17'23" W along the West margin of Marcie Road 294.68 feet, thence N 00°33'19" W 72.60 feet to the Point of Beginning, thence run S 89°26'41" W 300.00 feet to an iron rod, thence run N 00°33'19" W 72.60 feet to an iron rod, thence run N 89°26'41" E 300.00 feet to an iron rod situated on the West margin of Marcie Road, thence run S 00°33'19" E 72.60 feet along the West margin of Marcie Road to the Point of Beginning. Said parcel contains 21780 square feet or 0.50 acres and is situated in the First Judicial District of Harrison County, City of Gulfport, Mississippi, Section 26, Township 6 South, Range 11 West. Bearings and coordinates based on Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated November 10, 2020..

LEGAL DESCRIPTION
PARCEL 3

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road, said point having Mississippi Coordinates N 358591.86, E 912476.65, and thence run N 01°17'23" W along the West margin of Marcie Road 294.68 feet, thence N 00°33'19" W 145.20 feet to the Point of Beginning, thence run S 89°26'41" W 300.00 feet to an iron rod, thence run N 00°33'19" W 72.60 feet to an iron rod, thence run N 89°26'41" E 300.00 feet to an iron rod situated on the West margin of Marcie Road, thence run S 00°33'19" E 72.60 feet along the West margin of Marcie Road to the Point of Beginning. Said parcel contains 21780 square feet or 0.50 acres and is situated in the First Judicial District of Harrison County, City of Gulfport, Mississippi, Section 26, Township 6 South, Range 11 West. Bearings and coordinates based on Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated November 10, 2020..

LEGAL DESCRIPTION
PARCEL 4

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road, said point having Mississippi Coordinates N 358591.86, E 912476.65, and thence run N 01°17'23" W along the West margin of Marcie Road 294.68 feet, thence N 00°33'19" W 217.80 feet to the Point of Beginning, thence run S 89°26'41" W 300.00 feet to an iron rod, thence run N 00°33'19" W 72.60 feet to an iron rod, thence run N 89°26'41" E 300.00 feet to an iron rod situated on the West margin of Marcie Road, thence run S 00°33'19" E 72.60 feet along the West margin of Marcie Road to the Point of Beginning. Said parcel contains 21780 square feet or 0.50 acres and is situated in the First Judicial District of Harrison County, City of Gulfport, Mississippi, Section 26, Township 6 South, Range 11 West. Bearings and coordinates based on Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated November 10, 2020..

SHEET 3 OF 4 10712

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0907E-01-036.000
RE-SUBDIVISION OF PART OF SECTION 26, T 6 S, R 11 W

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0907E-01-036.000 of land into Parcels 1,2,3 and 4. Re-subdivision of part of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Old Lorraine Road. The ad valorem tax parcel number of the subject property is 0907E-01-036.000. The case file number is _____

LEGAL DESCRIPTION
PARENT TRACT

(DR 2009-7092-D-J1)

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road and thence run North along the West margin of Marcie Road 290.4 feet to the Point of Beginning of that property herein described. From said Point of Beginning thence run West 300.0 feet to an iron rod, thence run North 290.4 feet to an iron rod, thence run East 300.0 feet to an iron rod situated on the West margin of Marcie Road, thence run South along the West margin of Marcie Road a distance of 290.4 feet back to the Point of Beginning. Said parcel contains 2.0 acres, more or less and is situated in Section 26, Township 6 South, Range 11 West, Harrison County, Mississippi.

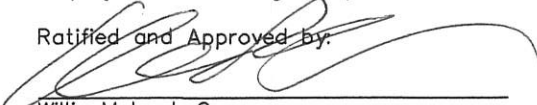
SEE SHEET 3 OF 4 FOR LEGALS

LEGAL DESCRIPTION

SEE SHEET 3 OF 4 FOR DESCRIPTIONS OF PARCELS "1", "2", "3", "4", AND "5"

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and or employees concerning the petition for re-subdivision of the real property described herein.

Ratified and Approved by:

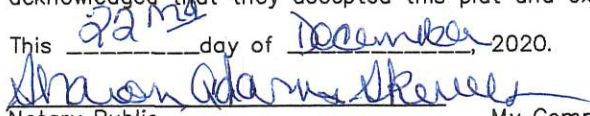

Willie Mcleod, Owner

This 22nd day of December, 2020.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned Mark K. Mohler, who acknowledged that they accepted this plat and executed the foregoing Certificate and dedication for the purpose therein set forth.

This 22nd day of December, 2020.


Notary Public

My Commission Expires:



CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2020.

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

CERTIFICATE OF APPROVAL BY THE COUNCIL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2020.

ATTEST:

ADOPT:

Brittany Rodgers Clerk of Council

F.B. "Rusty" Walker, IV President

CERTIFICATE OF APPROVAL BY THE MAYOR

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____ day of _____, 2020.

Billy Hewes, Mayor

10712

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

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

Indexing Instructions:
Part of the 1/4 of the SW 1/4,
Section 26, T6S, R11W, Harrison
County, 1st JD, MS

File#202441

**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,

**HIEN BUI and VY MAI
19365 WINDWARD COVE
GULFPORT, MS 39503
(228) 346-1982**

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

**WILLIE McLEOD and GEORGE GILBERT
as joint tenants with full rights of survivorship and not as tenants in common
15279 DOBSON ROAD
D'IBERVILLE, MS 39540
(228) 990-6510**

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:

Commence at that point where the West margin of Marcie Road intersects the North margin of Three Rivers Road and thence run North along the West margin of Marcie Road 290.4 feet to the point of beginning of that property herein described. From said point of beginning thence run West 300.0 feet to an iron rod; thence run North 290.4 feet to an iron rod; thence run East 300.0 feet to an iron rod situated on the West margin of Marcie Road; thence run South along the West margin of Marcie Road a distance of 290.4 feet back to the point of beginning. Said parcel contains 2.0 acres more or less and is situated in Section 26, Township 6 South, Range 11 West, Harrison County, Mississippi.

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.

gas and minerals by previous owners of subject property.

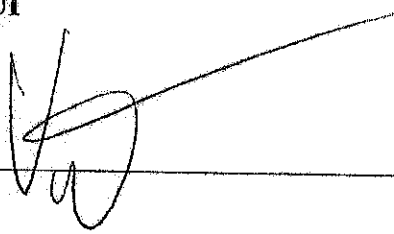
Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any 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 SIGNATURES of the Grantors on this the 3rd day of November, 2020.



HIEN BUI

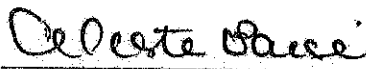


VY MAI

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **HIEN BUI and VY MAI**, who acknowledged that they 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 3rd day of November, 2020.



NOTARY PUBLIC

(SEAL)

My Commission Expires:



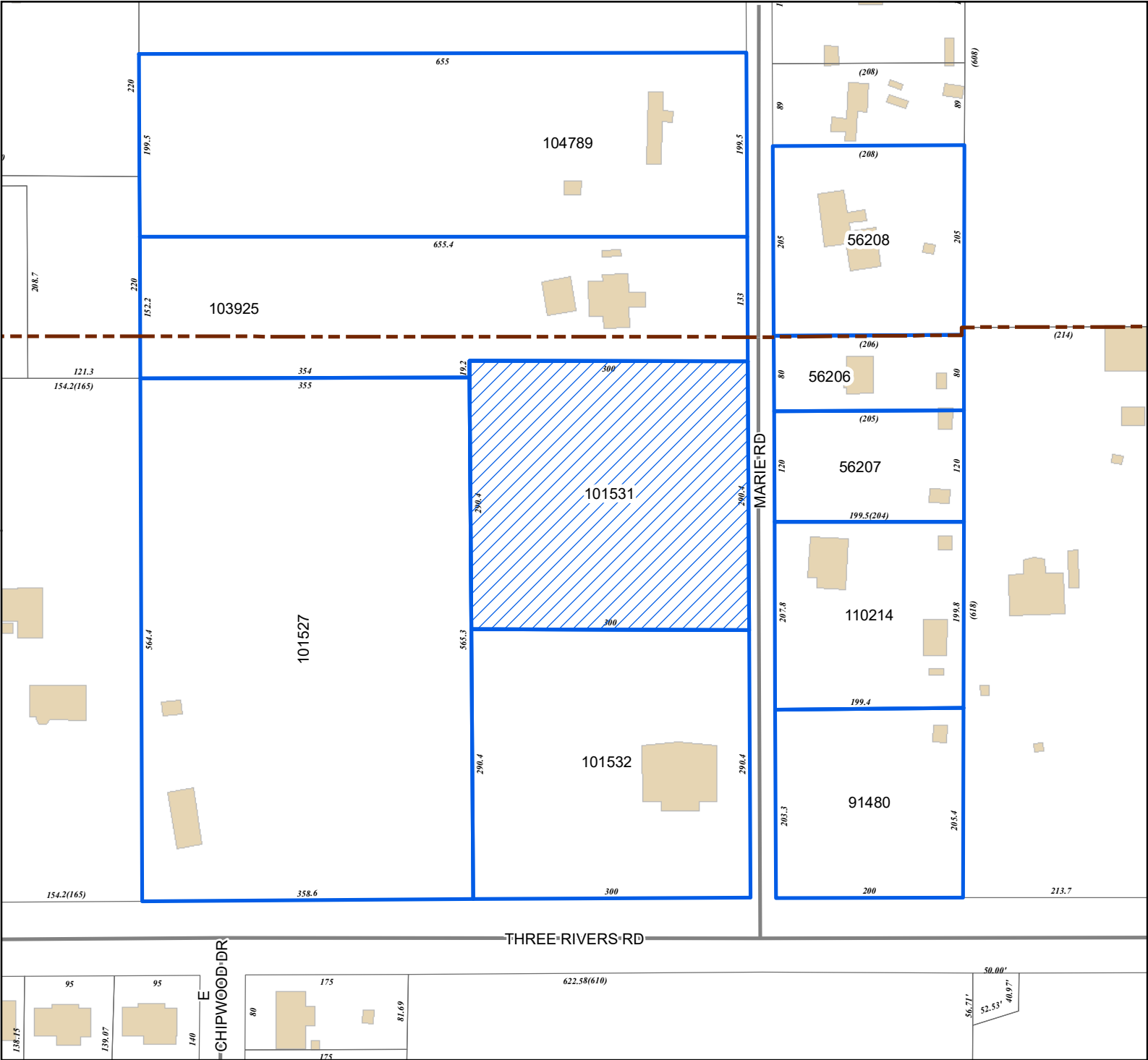
RE: Resubdivision 2102PC020, by owners Willie McLeod & George Gilbert, tax parcel 0907E-01-036.000, Divide into four new parcels, Marie Rd, Zoned R-1-15 (Single-family), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

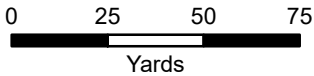
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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
Y	101531	0907E-01-036.000	Willie McLeod (Owner)	15279 Dobson Rd	D'Iberville	MS	39540
Y			George Gilbert (Owner)	3161 Gable Rd	D'Iberville	MS	39540
Adjacent Property Owners							
Y	104789	0907E-01-038.000	BOSARGE CORY D	14081 MARIE RD	GULFPORT	MS	39503
Y	56208	0907F-01-009.000	CROSBY BETTY S	14072 MARIE ROAD	GULFPORT	MS	39503
Y	101527	0907E-01-034.000	HERRINGTON BRIDGET M	13721 THREE RIVERS RD	GULFPORT	MS	39503
Y	56206	0907F-01-008.000	HESTER JIMMY R -ESTATE-	14056 MARIE RD	GULFPORT	MS	39503
Y	56207	0907F-01-007.000	HESTER PAM -ESTATE-	14050 MARIE RD	GULFPORT	MS	39503
Y	103925	0907E-01-037.000	LANGFORD CLAUDE A & MARIE	14069 MARIE RD	GULFPORT	MS	39503
Y	101532	0907E-01-035.000	PERFECT PEACE CHRISTIAN MINISTRIES	P O BOX 2141	GULFPORT	MS	39505
Y	91480	0907F-01-006.000	SAUCIER KEVIN & RUBY JEANNETTE	14040 MARIE RD	GULFPORT	MS	39503
	110214	0907F-01-006.001	SAUCIER KEVIN LEE & RUBY JEANNETTE	14040 MARIE RD	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- Street
- Buildings
- City Limit



1 inch = 150 feet



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MEMORANDUM

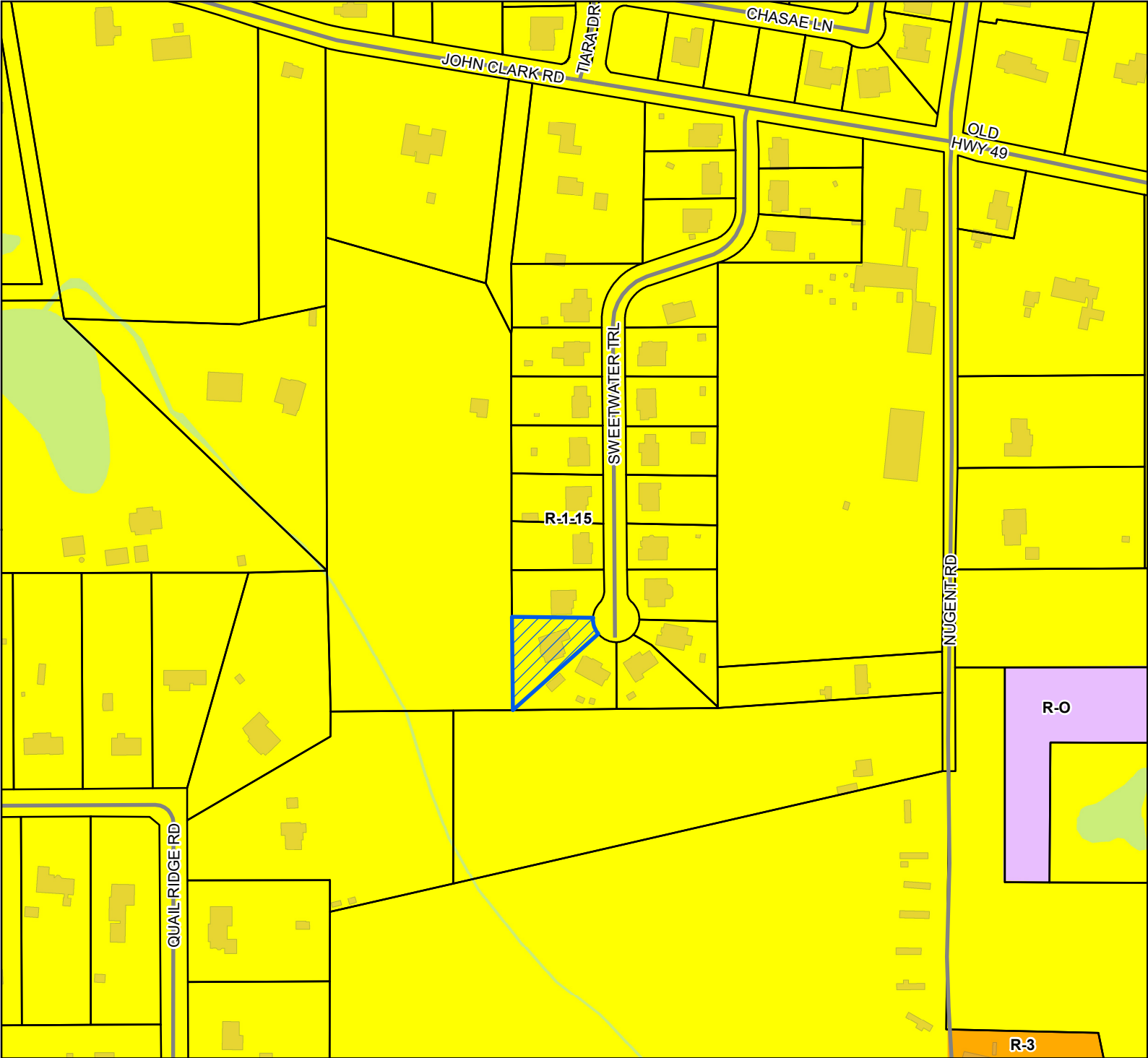
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

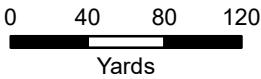
Re: Planning Commission Approval 2102PC021:

Planning Commission Approval 2102PC021, by owners William Brooks & Tina Bender, tax parcel 0708A-01-021.000, Request home occupation for real estate office use, 12993 Sweetwater Trl, 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)
 - R-O - Residence-Office

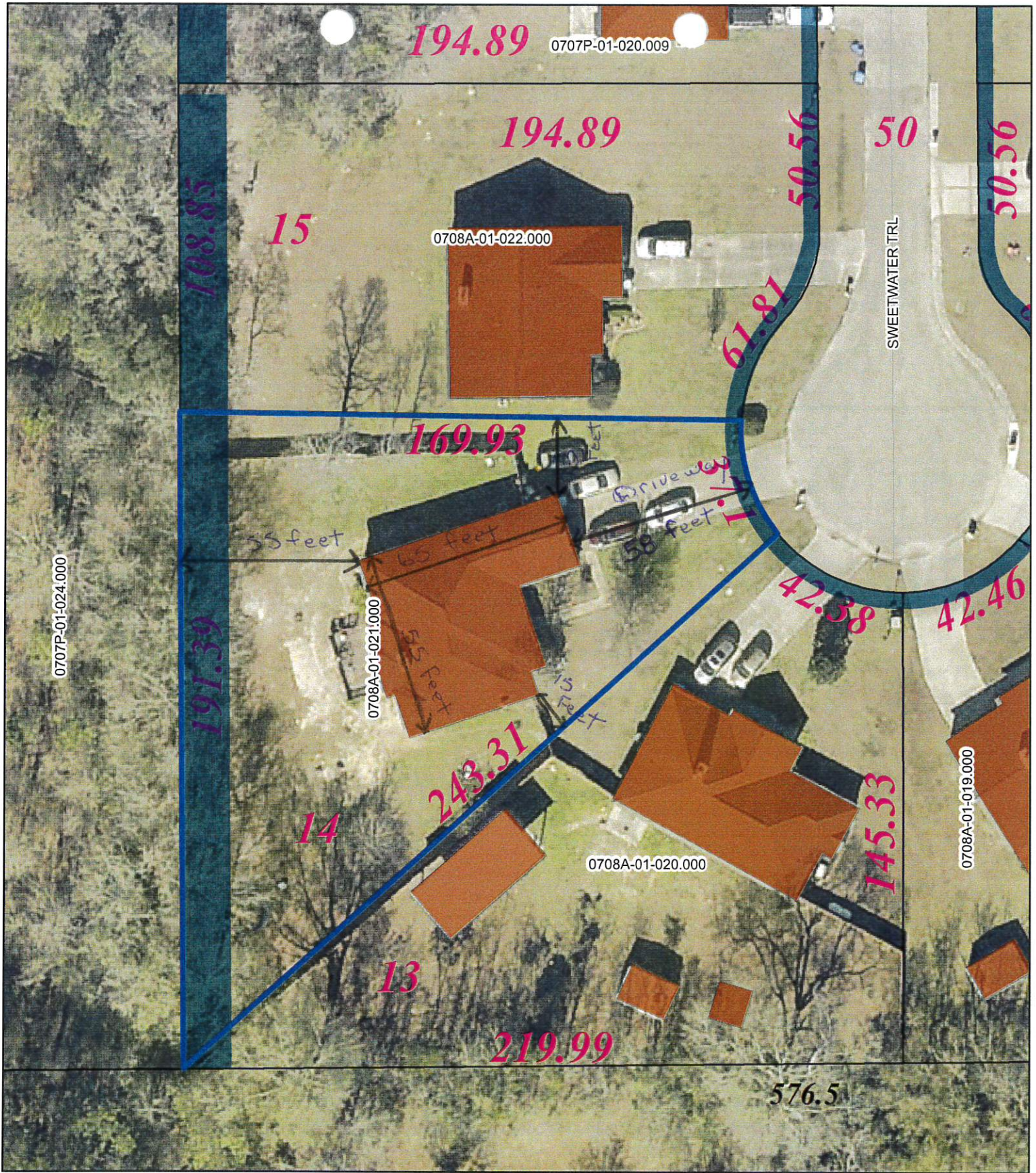
Site Information
0708A-01-021.000
Zoning: R-1-15 (Single-family)
Size: 21,784 sq ft
Flood: X



1 inch = 300 feet



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Area Map



Printed 1/5/2021

1 inch = 40 feet

-  Site
-  Minor/Residential
-  Parcels
-  Easement
-  Building Footprints

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F.

Jina D. Bender
12993 Sweetwater Ln.
Huffport Mo. 39501
benderjinal@gmail.com
228-669-4281

To whom it may concern! My name is Jina Bender, and I'm making application to work from home. My business will not require any extra water, waste disposal, police protection, transportation access, or any other needs other than what I have in my home. There will be no traffic. My work is done mostly virtual, and I go out and show houses. Our contracts are done mostly digital as well.

Thanks

Jina Bender

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: William Brooks / Tina Bender

Address: 12993 Sweetwater Trail

Phone: (Home) 228-669-4281 (Work/Cell) _____

If rented, then the name of owner or manager is required, along with a letter of approval from same: _____

Name of business or service to be used as home occupation: Bender, Bender + Bender Realty

Nature of business: Real Estate Brokerage

Please fill in all the appropriate blanks:

Hours of operation: 8:00 a.m. until 5:00 p.m. ✓

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: ✓

Mail order: _____

Personal computer: ✓

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? NO

If so, specify the number and frequency of deliveries: N/A

Describe size of vehicle making deliveries: N/A

Is service by appointment only or are there drop-by visits by customers or clientele? _____

If needed, strictly appointments but I operate virtually

Specify number and frequency of visits by clients and customers: _____

Is everything made, manufactured, or provided on site? N/A

Is special equipment required in production? No

If so, described it, giving size of motor, etc. N/A

Are sales made from the premises? N/A

If sales are made from other places, indicate on what basis:

Local stores on consignment: N/A

Arts and crafts or flea markets: N/A

Trade shows: N/A

Other: N/A

Is there a Protective Covenant that exists that prohibits a home occupation at the proposed located?

Yes _____ No ☒

I certify the above to be true and accurate as it pertains to this application. I recognize that failure to comply with the assurances made in this application may result in the denial or removal of the permit after due notice and public hearing thereon.

Printed Name: Tina Denise Bender

Signature: Tina D. Bender

Date: 1/4/21



[Signature] 1st Judicial District
Instrument 2016 755 D -J1
Filed/Recorded 2/10/2016 10:23 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Real Estate Development, LLC.,
a Mississippi limited liability company
1244 Kensington Drive
Biloxi, MS 39530
Telephone: (228) 324-3890

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011
File No. Z154737N

Grantee:
William H. Brooks and
Tina D. Bender
12993 Sweetwater Trail
Gulfport, MS 39503
Telephone: (228) 669-4281

INDEXING INSTRUCTIONS: Lot 14, Sweetwater Trail S/D, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and 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, **Real Estate Development, LLC., a Mississippi limited liability company**, does hereby sell, convey and warrant unto **William H. Brooks and Tina D. Bender**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 14, Sweetwater Trails Subdivision, a subdivision according to a map or plat thereof which is on file of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 40, at Page 1, reference to which is hereby made in aid of and as a part of this description.

Harrison Tax Parcel No. 0708A-01-021.000

This being the same property as that conveyed to Real Estate Development, LLC., by Quit Claim Deed recorded as Instrument No. 2015-4886-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to action of the elements since filing of the plat. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated 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 Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 1st day of February, A.D., 2016.

Real Estate Development, LLC.,
a Mississippi limited liability company

By: Kevin C. Moore
It's: Managing Member

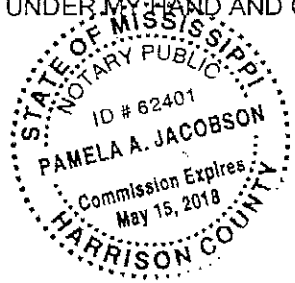
ACKNOWLEDGEMENT

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

Personally appeared before me, the undersigned authority in and for said county and state, within my jurisdiction, the within named **Kevin C. Moore**, who acknowledged that he is **Managing Member** of **Real Estate Development, LLC.**, a Mississippi limited liability company, and that for and on behalf of the said entity, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 1st day of February, A.D. 2016.

(Official Seal)



Pamela A. Jacobson
Pamela A. Jacobson, Notary Public
My commission expires: May 15, 2018

DEED ACCEPTED BY:

William H. Brooks
William H. Brooks, Grantee

Tina D. Bender
Tina D. Bender, Grantee

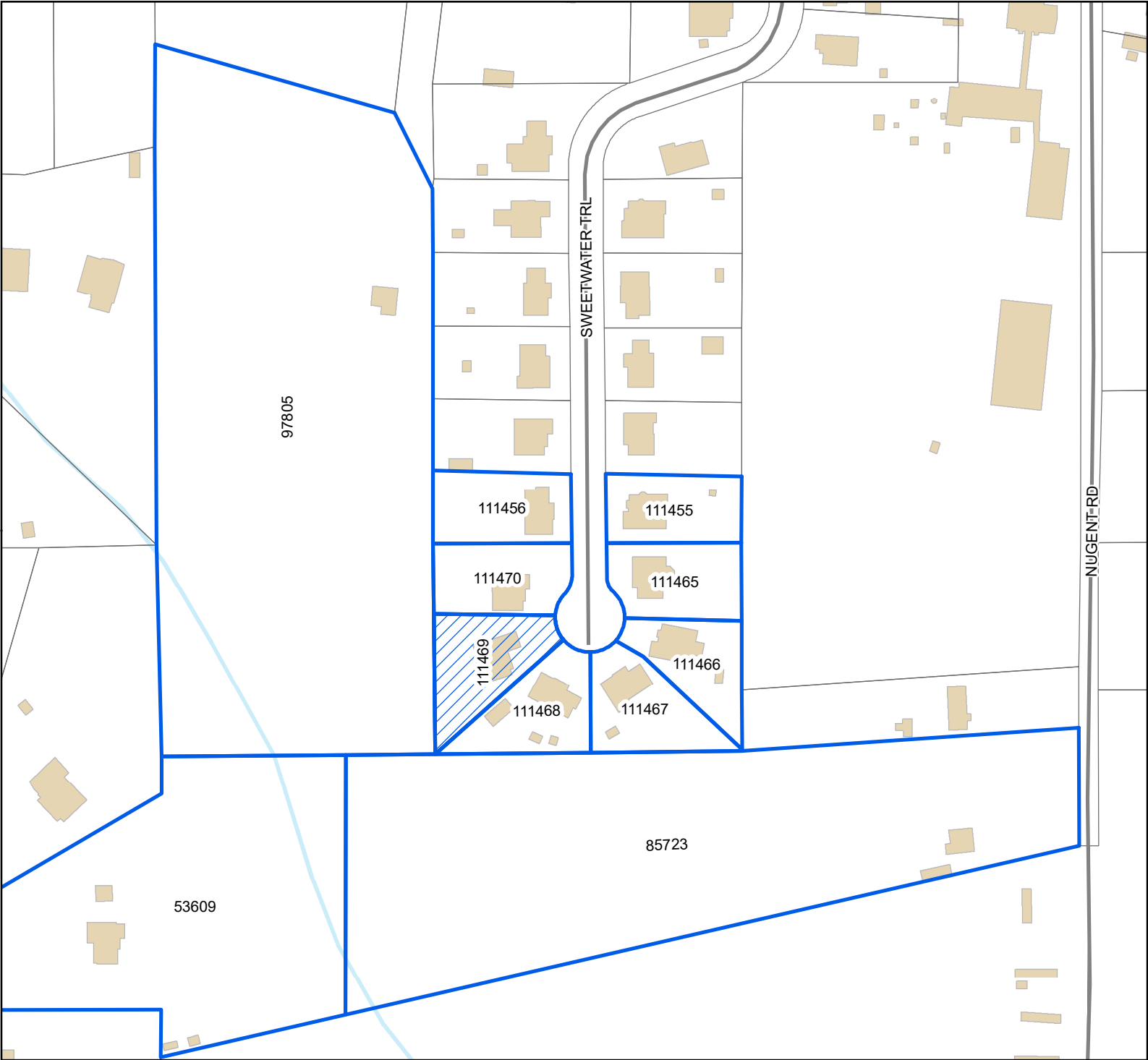
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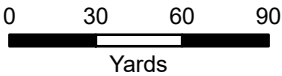
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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
n	111469	0708A-01-021.000	BROOKS WILLIAM H & TINA D BENDER	12993 SWEETWATER TRAIL	GULFPORT	MS	39503
	Adjacent Property Owners						
	111455	0707P-01-020.008	BOGNER MICHAEL C	13008 SWEETWATER TRAILS	GULFPORT	MS	39503
	111468	0708A-01-020.000	BORT CATHY W & MARK D	12989 SWEETWATER TRAILS	GULFPORT	MS	39503
	111467	0708A-01-019.000	DENNIS RICHARD H & ROBIN C	12986 SWEETWATER TRAILS	GULFPORT	MS	39503
	85723	0708A-01-003.000	FRANKLIN WALTER E & SALLIE A	12511 NUGENT RD	GULFPORT	MS	39503
	111465	0708A-01-017.000	HEWITT PATRICIA LOUISE	13000 SWEETWATER TRAIL	GULFPORT	MS	39503
	111456	0707P-01-020.009	HUYNH LOI N	13009 SWEETWATER TRAIL	GULFPORT	MS	39503
	97805	0707P-01-024.000	J CLARK HOLDINGS LLC	P O BOX 2664	GULFPORT	MS	39505
	111466	0708A-01-018.000	KUEHN NANCY M	P O BOX 2844	GULFPORT	MS	39505
	53609	0708B-01-012.000	MCCOY DARRYL G SR	12474 QUAIL RIDGE RD	GULFPORT	MS	39503
	111470	0708A-01-022.000	PARKER TAMMARRA L	12997 SWEETWATER TRAILS	GULFPORT	MS	39503



Legend

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



1 inch = 200 feet



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MEMORANDUM

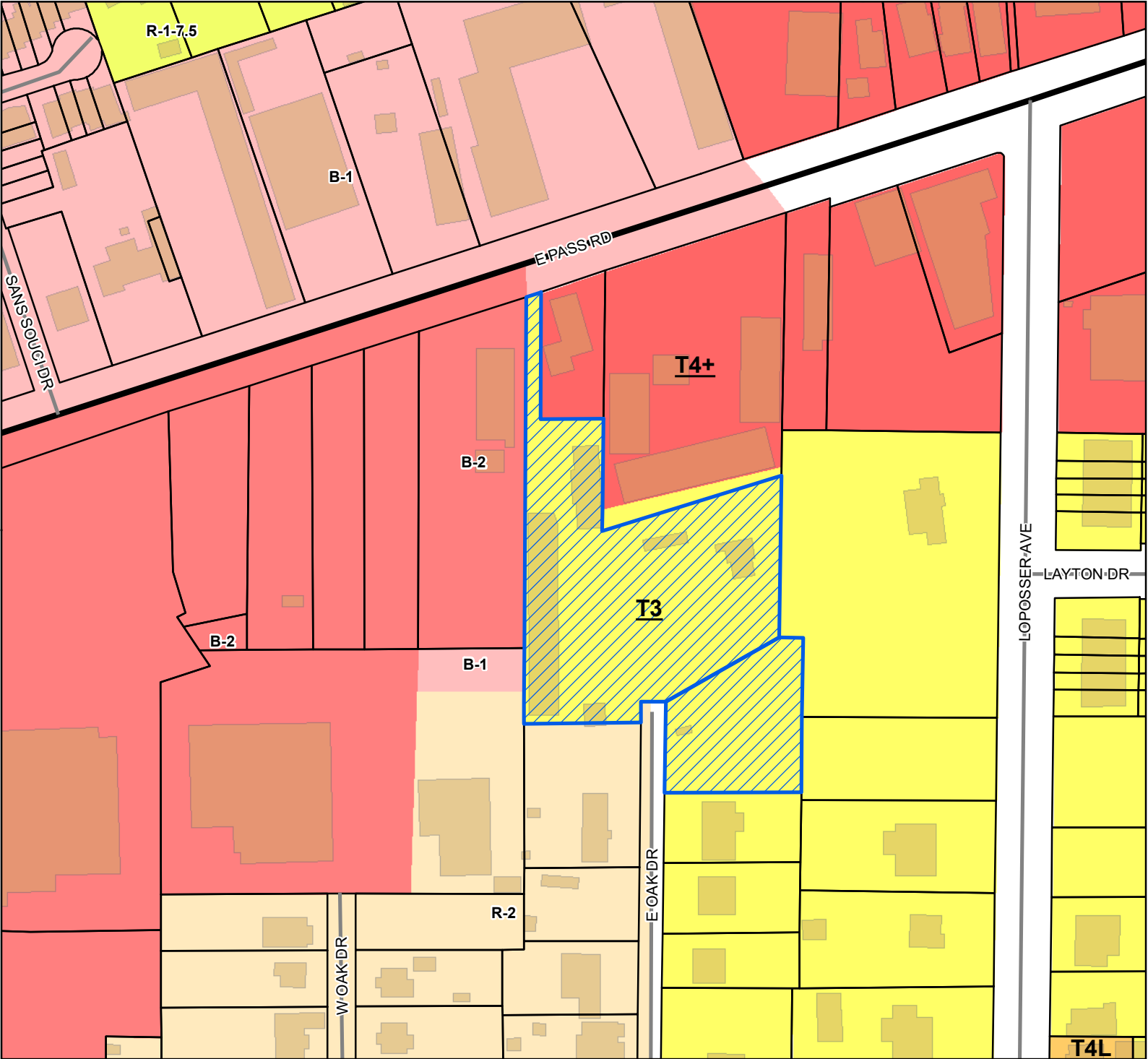
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Zoning Map Amendment 2102PC022:

Zoning Map Amendment 2102PC022, by agent Mariano Barvie', tax parcels 0910I-03-005.001 and 0910I-03-037.001, Request to rezone from T3 (Sub-Urban Zone) to B-2 (General business), E Pass Rd & E Oak Dr, Ward 2



Site

US or State Highway

Street

Parcels

Buildings

Smart Code

T4+

T4L

T3

Zoning

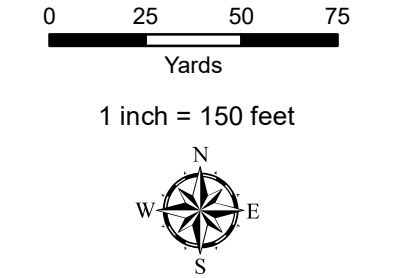
B-1 - Neighborhood Business District

B-2 - General Business District

R-1-7.5 - Single Family Residence District (Low Density)

R-2 - Single Family Residence District (Medium Density)

Site Information
0910I-03-005.001
0910I-03-037.001
Zoning: T3 (Sub-Urban Zone)
Size: 2.03 acres
Flood: X



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HOPKINS, BARVIE & HOPKINS, P.L.L.C.

ATTORNEYS AND COUNSELORS AT LAW

ALBEN N. HOPKINS
AHopkins@Hopkins-Law.com
MARIANO J. BARVIÉ
MBarvie@Hopkins-Law.com
A. NORRIS HOPKINS, JR.
NHopkins@Hopkins-Law.com

2701 24th Avenue
Gulfport, MS 39501-4941
(228)864-2200
Fax (228)868-9358

Mailing Address:
Post Office Box 1510
Gulfport, MS 39502-1510
website: www.hopkins-law.com
FEDERAL TAX ID #64-0934189
OUR FILE NUMBER#

January 5, 2021

City of Gulfport
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501

Re: Change in Zoning from T-3 to B-2
Owner: Lisa P. Dodson
Property Address: 521 East Pass Road
Gulfport, MS 39507

To whom it may concern:

Please accept this correspondence as the Supplemental Application for Zoning Map regarding a change in zoning from T-3 to B-2.

I.

INTRODUCTION

The subject properties consist of approximately a little over two (2) acres located east of the intersection of Pass Road and Courthouse Road. Parcel No.: 0910I-03-005.001 consist of approximately 1.6 acres and Parcel No.: 0910I-03-037.001 consists of approximately .44 acres. The property is currently zoned as a T-3. The request is to re-zone the property from T-3 to B-2. (The subject property had operated for the past twenty-five (25) years as a business known as Eagle Mechanical, Inc., which company was owned in part and operated by James M. Dodson, now deceased. The business operated as a HVAC repair and install business. Eagle Mechanical, Inc. had its offices, as well as, a warehouse on the property). During that time, business also included some construction, plumbing, and electrical. Prior to Eagle Mechanical, the previous owner also operated various businesses on the property.

II.

CHANGE IN CHARACTER OF NEIGHBORHOOD AND PUBLIC NEED

There has been a change in character of the neighborhood coupled with the public need for the re-zoning which together warrant and legally require the requested change in zoning. Recently, the property to the west of the subject property, was re-zoned to a B-2. The following parcels which are known as the Champion Chrysler property on Pass Road have recently been approved for re-zoning as B-2:

0910I-03-026.00; 0910I-03-006.00; 0910I-03-007.00; 0910I-03-008.00;
0910I-03-009.00; 0910I-03-010.00; 0190I-03-011.00

The recent changes in zoning of the Champion Chrysler property which directly abuts the subject property constitute a change of the conditions in that particular area. Making the amendment to the property which directly abuts the Champion Chrysler property would make an Amendment to the Ordinance necessary and desirable. Furthermore, the recent developments within the City of Gulfport, such as the Aquarium, Centennial Plaza, as well as renovation to downtown buildings will require more properties to support businesses opening in Gulfport, Mississippi. More office space and commercial space will be required.

The Applicant's name is Lisa P. Dodson, a Gulfport citizen residing at 5114 Kendall Avenue, Gulfport, Mississippi 39507. The reason for the request for re-zoning is due to change in conditions. At the current time, there are no plans for any development of the property. The amendment is requested so that the subject property would be zoned for the uses to which it has been used for over thirty (30) years similarly to the property directly west (the Champion Chrysler property) and the Applicant would submit that the proposed amendment will not have any significant affect on the use of the land and properties around the subject property.

For the reasons set forth above, the Applicant respectfully requests that the subject property including Parcel Number 0910I-03-005.001 and Parcel No.: 0910I-03-037.001 be amended to B-2 Zoning.

I attach a copy of the Warranty Deed as part of this Application to show proof of ownership by Lisa P. Dodson, as well as, the Zoning Map reflecting the recent changes in zoning to the Champion Chrysler property to B-2 Zoning.

January 5, 2021
Page Three

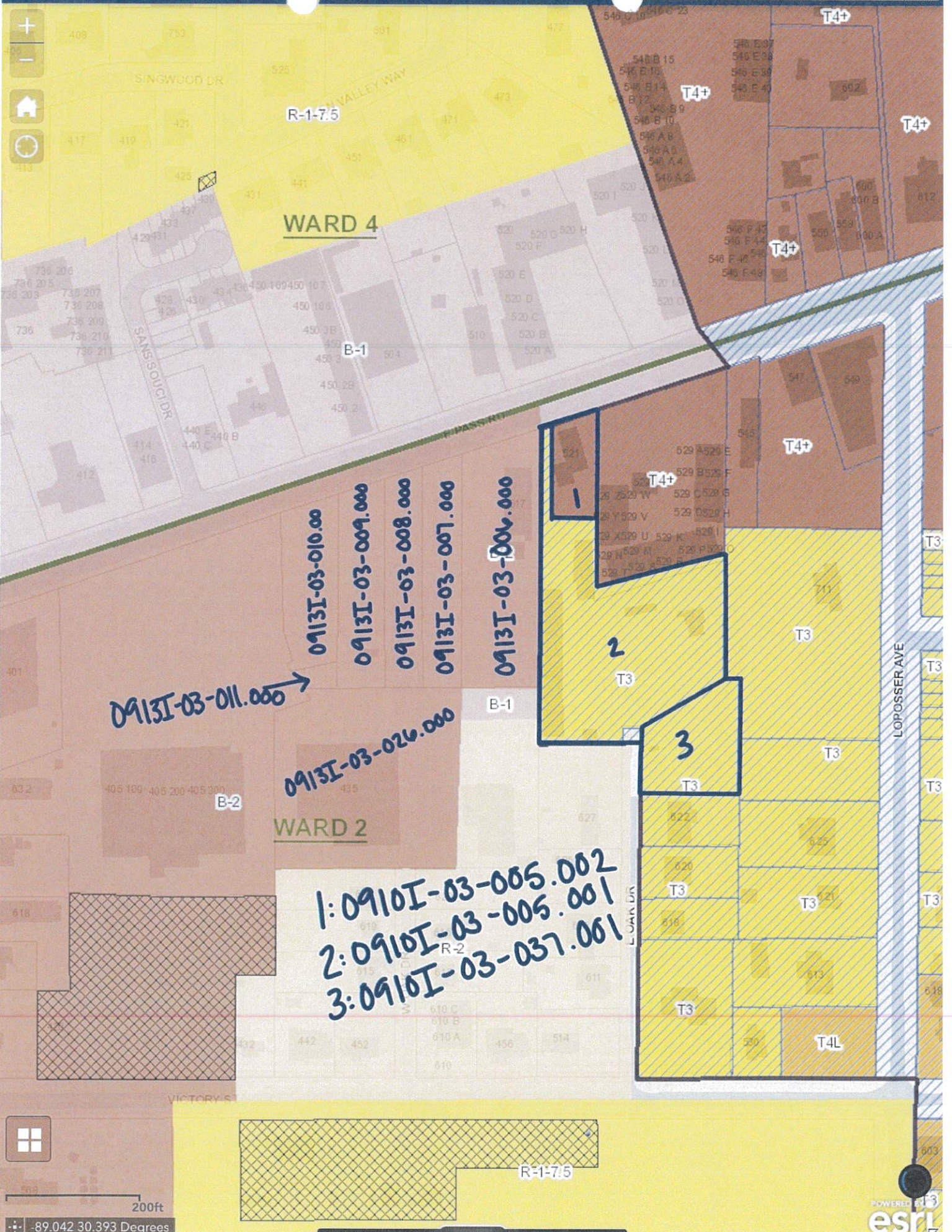
Should you have any additional questions, or require any additional information, please feel free to contact me.

With kindest personal regards, I am

Sincerely,



MARIANO J. BARVIE
MJB:rsb
Enclosures (as stated)



R-1-7.5

WARD 4

B-1

0913I-03-010.000

0913I-03-009.000

0913I-03-008.000

0913I-03-007.000

0913I-03-006.000

0913I-03-011.000 →

0913I-03-026.000

WARD 2

B-2

- 1: 0910I-03-005.002
- 2: 0910I-03-005.001
- 3: 0910I-03-037.001

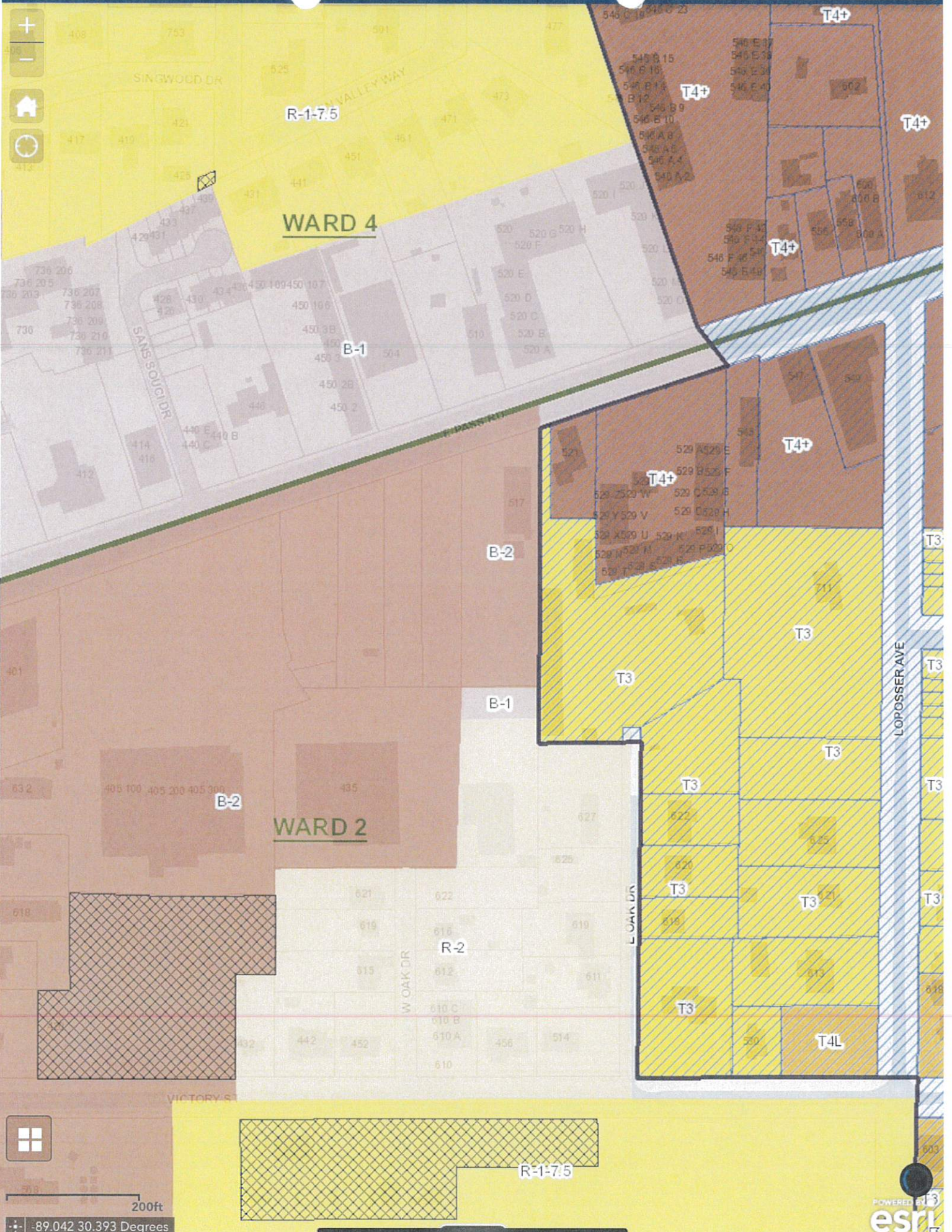
R-1-7.5

200ft

-89.042 30.393 Degrees

POWERED BY

esri



200ft

-89.042 30.393 Degrees

POWERED BY
esri



Designation of Agent

I, LISA P. DODSON, being owner of the property 521 E. PASS Rd.
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize MARIANO BARVIE to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

Such representation shall be for all purposes concerning any manner, right, or obligation relating to this
petition. This designation authorizes my agent to make verbal or written representations and/or
declarations on my behalf, and I shall be legally bound by said verbal or written representations and/or
declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in
approval or denial of said petition.

Lisa P. Dodson
Signature

January 5, 2021
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Rita S. Bort
Notary Public





1st Judicial District
Instrument 2018-8682-D-J1
Filed/Recorded 12/07/2018 10:10 AM
Total Fees \$12.00
4 Pages Recorded

PREPARED BY AND RETURN TO:
JERRY D. RILEY/RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502
228-864-4511/Bar# 5359/File#

GRANTOR: James M. Dodson
P O Box 6826
Gulfport, MS 39506
228-669-0096

GRANTEE: James M. Dodson
Lisa P. Dodson
P O Box 6826
Gulfport, MS 39506
228-669-0096

INDEX: SW 1/4 of NE 1/4 of 36-7-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

W A R R A N T Y D E E D

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 **JAMES M. DODSON** does hereby sell, convey and warrant unto **JAMES M. DODSON AND WIFE, LISA P. DODSON**, as tenants by the entirety with full rights of survivorship, the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

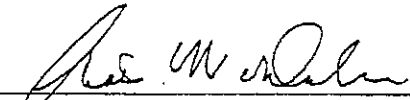
SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of

this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

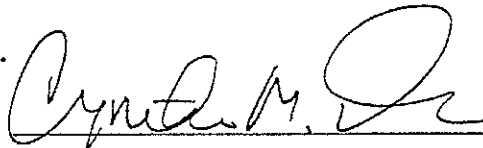
EXECUTED, this the 7th day of December, 2018.


James M. Dodson

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of December, 2018, within my jurisdiction, the within named James M. Dodson, who acknowledged that he executed and delivered the above and foregoing instrument.


Notary Public

My Commission Expires:



EXHIBIT "A"

PARCEL 1:

Commencing at the Northwest corner of that parcel of land described in Deed Book 254 at page 521 of the Land Deed Records of Harrison County, Mississippi, said point being 901 feet, more or less, in a Northeasterly direction along the South line of Pass Christian Road from the West line of the SW 1/4 of the NE 1/4 of Section 36, Township 7 South, Range 11 West; thence S 0 deg. 56 min. 13 sec. E a distance of 146.34 feet to the POINT OF BEGINNING; thence N 88 deg. 03 min. 51 sec. E a distance of 90.10 feet to a point; thence S 0 deg. 47 min. 26 sec. E a distance of 119.49 feet to a point; thence N 71 deg. 09 min. 44 sec. E a distance of 201.9 feet to a point; thence S 0 deg. 38 min. 28 sec. W a distance of 187.30 feet to a point; thence S 61 deg. 48 min. 58 sec. W a distance of 143.42 feet to a point; thence S 89 deg. 46 min. 57 sec. W a distance of 23.29 feet to a point; thence S 0 deg. 16 min. 54 sec. W a distance of 23.0 feet to a point; thence S 89 deg. 46 min. 57 sec. W a distance of 126.0 feet to a point; thence N 0 deg. 16 min. 54 sec. E a distance of 23.0 feet to a point; thence N 0 deg. 54 min. 34 sec. W a distance of 67.61 feet to a point; thence N 0 deg. 56 min. 13 sec. W a distance of 239.26 feet to the point of beginning. Said parcel contains 1.5653 acres, more or less, and is shown as Parcel 2 on survey of James R. Clarke, R.L.S., dated February 2, 1994.

AND ALSO: A parcel of property being twenty-five feet wide and approximately 135 feet long, described as: commencing at the Northwest corner of that parcel of land described in Deed Book 254 at page 521 of the Land Deed Records of Harrison County, Mississippi, said point being 901 feet, more or less, in a Northeasterly direction along the South line of Pass Christian Road from the West line of the SW 1/4 of the NE 1/4 of Section 36, Township 7 South, Range 11 West; thence S 0 deg. 56 min. 13 sec. E a distance of 11.4 feet to the POINT OF BEGINNING; thence S 0 deg. 56 min. 13 sec. E a distance of 134.94 feet to a point; thence N 88 deg. 03 min. 51 sec. E a distance of 25.0 feet to a point; thence N 0 deg. 56 min. 13 sec. W 134.94 feet, more or less, to the South Acquisition line of Pass Christian Road; thence S 72 deg. 11 min. 50 sec. W. 25.0 feet, more or less, back to the point of beginning; said easement being 25 feet wide, more or less, and 135 feet long, more or less, and being situated along the West property line of Parcel No. 1 as shown on survey of James R. Clarke, R.L.S., dated February 2, 1994.

4

EXHIBIT "A" continued

PARCEL 2:

That certain parcel of land described for a place of beginning as commencing at the intersection of the West line of the Southwest quarter of the Northeast quarter of Section Thirty-six (36), Township Seven (7) South, Range Eleven (11) West, with the South line of the old Pass Christian Road as presently laid out and used. Thence run in a Northeasterly direction along the South line of said old Pass Christian Road a distance of 901 feet, more or less, to the northeast corner of the land of John E. Hurlbert, Jr., and Nora Rosa Hurlbert, husband and wife, which corner is marked by an iron pipe, said point being the Northwest corner of the land acquired by Thomas J. Blount, et ux from the City of Gulfport, Mississippi, on April 24, 1943. Running thence South along the East line of the said Hurlbert property for the first 400 feet, a distance of 980 feet to the North line of a newly laid out East and West 60 foot street. Run thence East along the North line of said East and West street a distance of 149 feet to the Southwest corner of Oak Drive and said street (known as Victory Street). Run thence North along the East margin of said Oak Drive a distance of 415 feet to a stake at the place of beginning of the lot herein conveyed.

Run thence East a distance of 148 feet to a stake. Run thence north 165.2 feet to a stake. Run thence West 22 feet to a stake. Run thence Southwesterly to a point on the West margin of Oak Drive which is 98 feet North of the point of beginning. Run thence South along the East margin of Oak Drive a distance of 98 feet to the place of beginning. Said parcel of land being designated as Lot L on the survey prepared by James A. Martin, dated October 21, 1955.

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS



13306526

Amended by authority of Sec.
41-57-13, Miss. Code of 1972

JAN 11 2019

FILING
DATE 12/22/2018

CERTIFICATE OF DEATH STATE OF MISSISSIPPI

STATE FILE
NUMBER 123-2018-022717

1. DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) JAMES MICHAEL DODSON		2. GENDER MALE	3a. HOUR OF DEATH 16:16	3b. DATE OF DEATH (Month, Day, Year) 12/16/2018
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☐ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Guamanian or Chamorro ☐ Other Asia (Specify) _____ ☐ Other Pacific Islander (Specify) _____ ☐ American Indian or Alaska Native (Name of the enrolled tribe or principal tribe) _____ ☐ Other (Specify) _____				
5a. AGE AT LAST BIRTHDAY 63	5b. MONTH 03	5c. DAYS 03	6. DATE OF BIRTH (Month, Day, Year) 02/26/1955	7. BIRTH PLACE (State or Foreign Country) MISSISSIPPI
8. PLACE OF DEATH (Check only one box) ☐ Inpatient ☐ ER/Outpatient ☐ POA ☐ Home ☐ Hospice facility ☐ Nursing Home/Long term care facility ☐ Decedent's home ☐ Other (Specify) _____		9. FACILITY NAME (If not a facility, give street address, route number, or other location) 5114 KENDALL AVENUE		
10. DECEDENT'S EDUCATION - Check the box that best describes the highest degree or level of school completed at time of death. ☐ 8th grade or less ☐ 9th - 10th grade, no diploma ☐ High school graduate or GED completed ☐ Some college, no degree ☐ Associate's degree (e.g., AA, AS) ☐ Bachelor's degree (e.g., BA, AB, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEng, MEd, MEd) ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.S., JD) ☐ Unknown		11. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		
12. SURVIVING SPOUSE (give legal name prior to first marriage) LISA PATTON		13. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) NO		
14. DECEDENT OF HISPANIC ORIGIN? (Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino.) ☒ No, not Spanish/Hispanic/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish/Hispanic/Latino (Specify) _____				
15. SOCIAL SECURITY NUMBER [REDACTED]		16a. USUAL OCCUPATION (Kind of work done most of working life) OWNER		
16b. KIND OF BUSINESS OR INDUSTRY AIR CONDITIONING AND HEATING SERVICE		17a. STREET AND NUMBER OR RURAL LOCATION (Include apartment number) 5114 KENDALL AVENUE		
17b. CITY OR TOWN GULFPORT		17c. ZIP CODE 39507		17d. INSIDE CITY LIMITS (Yes or No) YES
18. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) BINGHAM MAYO DODSON		19. MOTHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) MARTHA ANN KILGO		
20a. INFORMANT - NAME (Type or print) LISA DODSON		20b. RELATIONSHIP TO DECEDENT SPOUSE		
21a. DISPOSITION OF BODY (Specify: Burial, Cremation, Removal, etc.) BURIAL		21b. CEMETERY/CREMATORY - NAME FLORAL HILLS MEMORIAL GARDENS		21c. LOCATION (City and State) GULFPORT, MS
22a. FUNERAL HOME (Where last occurred disposal of body) RIEMANN FUNERAL HOME (24R)		22b. FUNERAL HOME LICENSE NUMBER FE-0603		22c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 2188, GULFPORT, MS 39508
23a. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) MARTINA DAWSON RN		23b. PRONOUNCED DEAD (Month, Day, Year) ON 12/16/2018		23c. PRONOUNCED DEAD (Time) AT 16:16
24a. NAME OF CERTIFYING PHYSICIAN OR CORONER (Type or print) GARY T. HARGROVE		24b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 4036, GULFPORT, MS 39502		
25a. SIGNATURE [Signature]		25b. DATE SIGNED (Month, Day, Year) 12/17/2018		
25c. STATE LICENSE NUMBER MD000		25d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) [REDACTED]		
26. CAUSE OF DEATH PART I - Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS. CARCINOMA OF THE COLON		26b. INTERVAL BETWEEN ONSET AND DEATH UNKNOWN		
26a. IMMEDIATE CAUSE (Final disease or condition resulting in death) CARCINOMA OF THE COLON		26c. INTERMEDIATE CAUSE (Disease or injury that initiated events resulting in death) UNKNOWN		
26b. UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) UNKNOWN		26c. LAST UNKNOWN		
27. PART II: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I.		28a. AUTOPSY (Yes or No) NO		
28b. AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? (Yes or No) NO		28c. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) YES		
29. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		30. IF FEMALE: ☐ NOT pregnant within the past year ☐ Pregnant at the time of death ☐ Pregnant, BUT PRENATAL WITHIN 45 DAYS OF DEATH ☐ Not pregnant, BUT PRENANT 45 DAYS TO 1 YEAR BEFORE DEATH ☐ Unknown if pregnant within the past year		
31. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) [REDACTED]		32. DATE OF INJURY (Month, Day, Year) [REDACTED]		
33. TIME OF INJURY [REDACTED]		34. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED [REDACTED]		
35. IF TRANSPORTATION INJURY, SPECIFY ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____		36. INJURY AT WORK? (Yes or No) [REDACTED]		
37. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) [REDACTED]		38. LOCATION - Street or route number, City or town, State [REDACTED]		

MISSISSIPPI STATE DEPARTMENT OF HEALTH CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

Form 511

1/10/2019

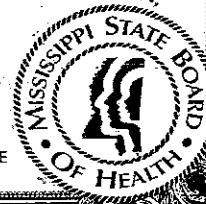
Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

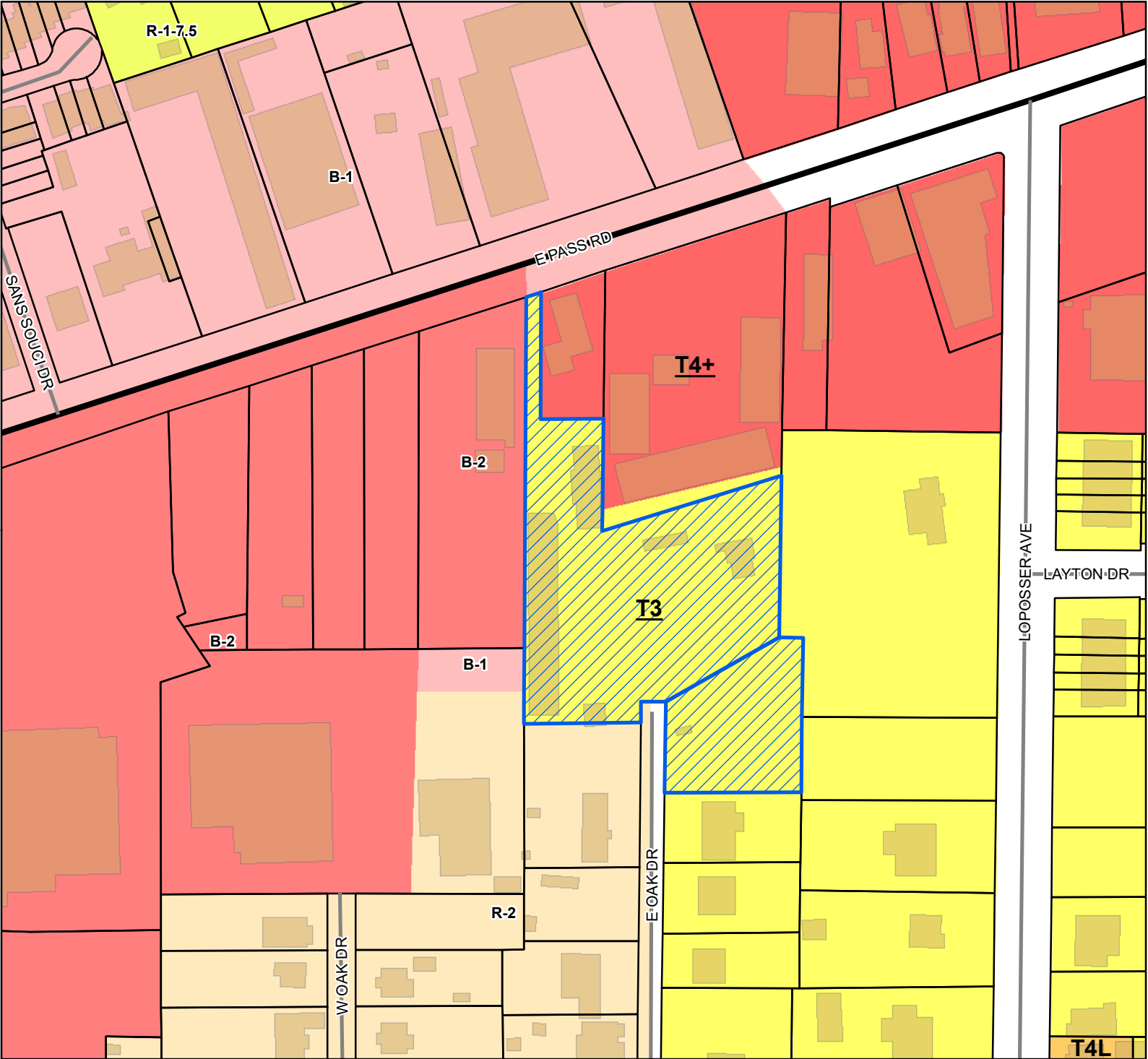
VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.



Site

US or State Highway

Street

Parcels

Buildings

Smart Code

T4+

T4L

T3

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

R-1-7.5 - Single Family Residence District (Low Density)

R-2 - Single Family Residence District (Medium Density)

Site Information

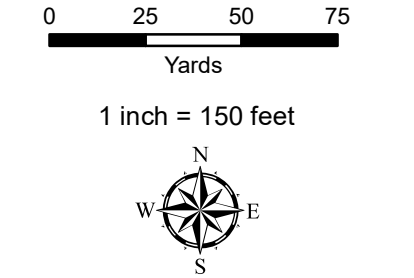
0910I-03-005.001

0910I-03-037.001

Zoning: T3 (Sub-Urban Zone)

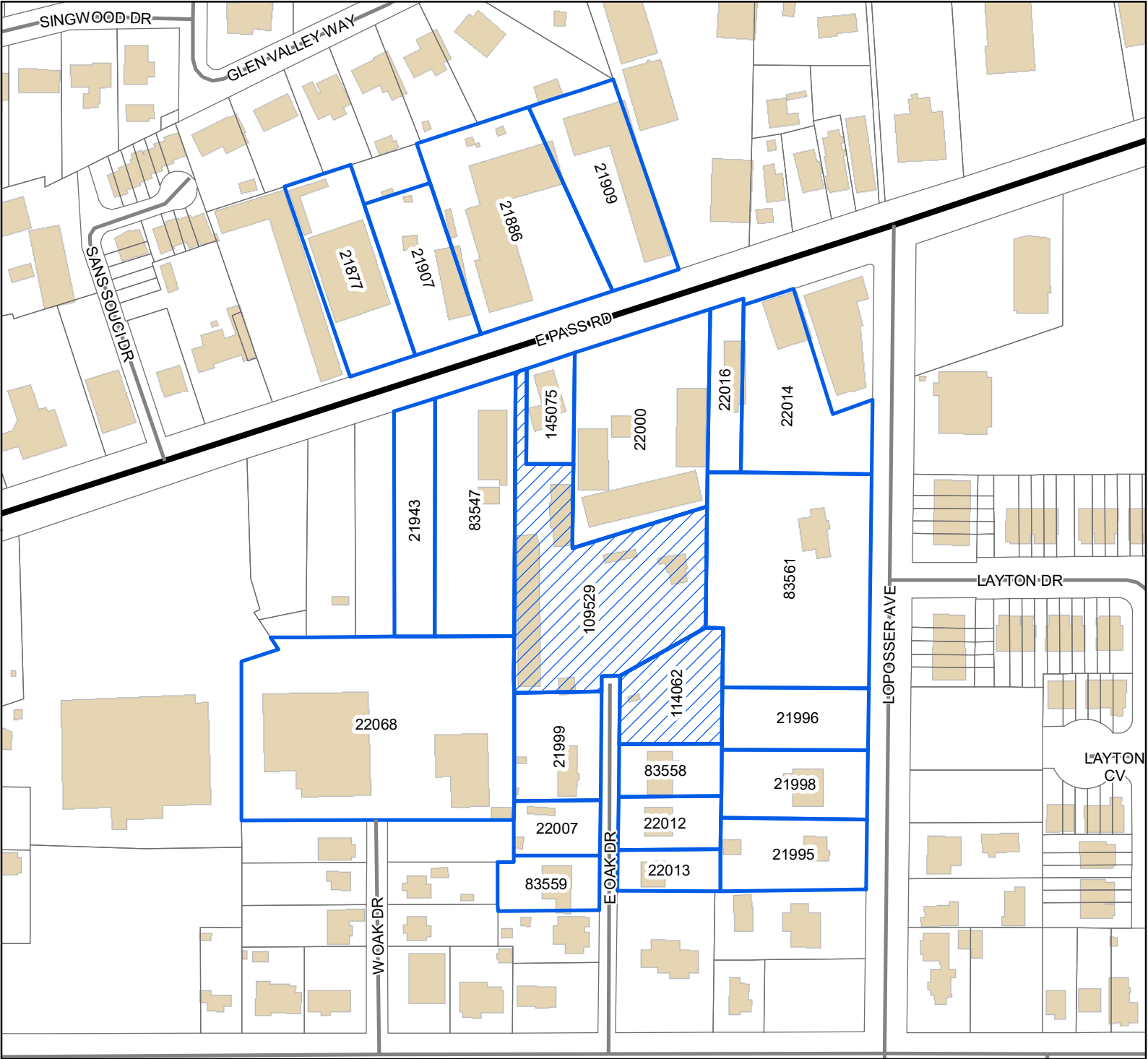
Size: 2.03 acres

Flood: X



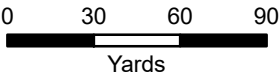
DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	109529	0910I-03-005.001	DODSON LISA P	P.O. Box 7664	GULFPORT	MS	39506
	114062	0910I-03-037.001	DODSON LISA P	5114 KENDALL AVE	GULFPORT	MS	39507
Y			Mariano Barvie' (Agent)	P.O. Box 623	Gulfport	MS	39502
Adjacent Property Owners							
Y	22014	0910I-03-002.000	BANNISTER FOUNDATION INC	545 E PASS RD	GULFPORT	MS	39506
Y	83561	0910I-03-044.000	BAYOU PROPERTIES LLC	10847 WATERSIDE DR	GULFPORT	MS	39503
	21996	0910I-03-043.000	BAYOU PROPERTIES LLC	10847 WATERSIDE DR	GULFPORT	MS	39503
Y	83559	0910I-03-032.000	CRAFT FLORA J	619 E OAK DR	GULFPORT	MS	39507
Y	145075	0910I-03-005.002	DODSON JAMES MICHAEL -ESTATE-	PO BOX 6826	GULFPORT	MS	39506
	83558	0910I-03-037.000	DODSON LISA	5114 KENDALL AVE	GULFPORT	MS	39507
Y	21909	0910I-01-078.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
	21886	0910I-01-079.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
Y	21998	0910I-03-042.000	HYLAND HOMES LLC	11590 STANTON CIRCLE	GULFPORT	MS	39503
Y	83547	0910I-03-006.000	MISS GULF PROPERTIES LLC	435 E PASS RD	GULFPORT	MS	39507
	22068	0910I-03-026.000	MISS GULF PROPERTIES LLC	435 E PASS RD	GULFPORT	MS	39507
	21943	0910I-03-007.000	MISS GULF PROPERTIES LLC	435 E PASS RD	GULFPORT	MS	39507
Y	22000	0910I-03-004.000	PALM VIEW APARTMENTS LLC	P O BOX 7605	GULFPORT	MS	39506
Y	22016	0910I-03-003.000	PELICAN SUITES LLC	P O BOX 7605	GULFPORT	MS	39506
Y	21995	0910I-03-041.000	PULLIS DAVID J	7801 BEATRICE COURT	OCEAN SPRINGS	MS	39564
Y	21907	0910I-01-080.000	RIGGINS SUSAN WARE	P O BOX 7635	GULFPORT	MS	39506
Y	21999	0910I-03-034.000	SELCREST INVESTMENTS LLC	4502 HARRISON AVE	GULFPORT	MS	39507
	22007	0910I-03-033.000	SELCREST INVESTMENTS LLC	4502 HARRISON AVE	GULFPORT	MS	39507
	22013	0910I-03-039.000	SELCREST INVESTMENTS LLC	4502 HARRISON AVE	GULFPORT	MS	39507
Y	22012	0910I-03-038.000	SINCLAIR WILLIAM C	620 E OAK DRIVE	GULFPORT	MS	39507
Y	21877	0910I-01-081.000	SUSAN WARE INC	860 REED LANE	GULFPORT	MS	39507



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Buildings
- City Limit



1 inch = 200 feet



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MEMORANDUM

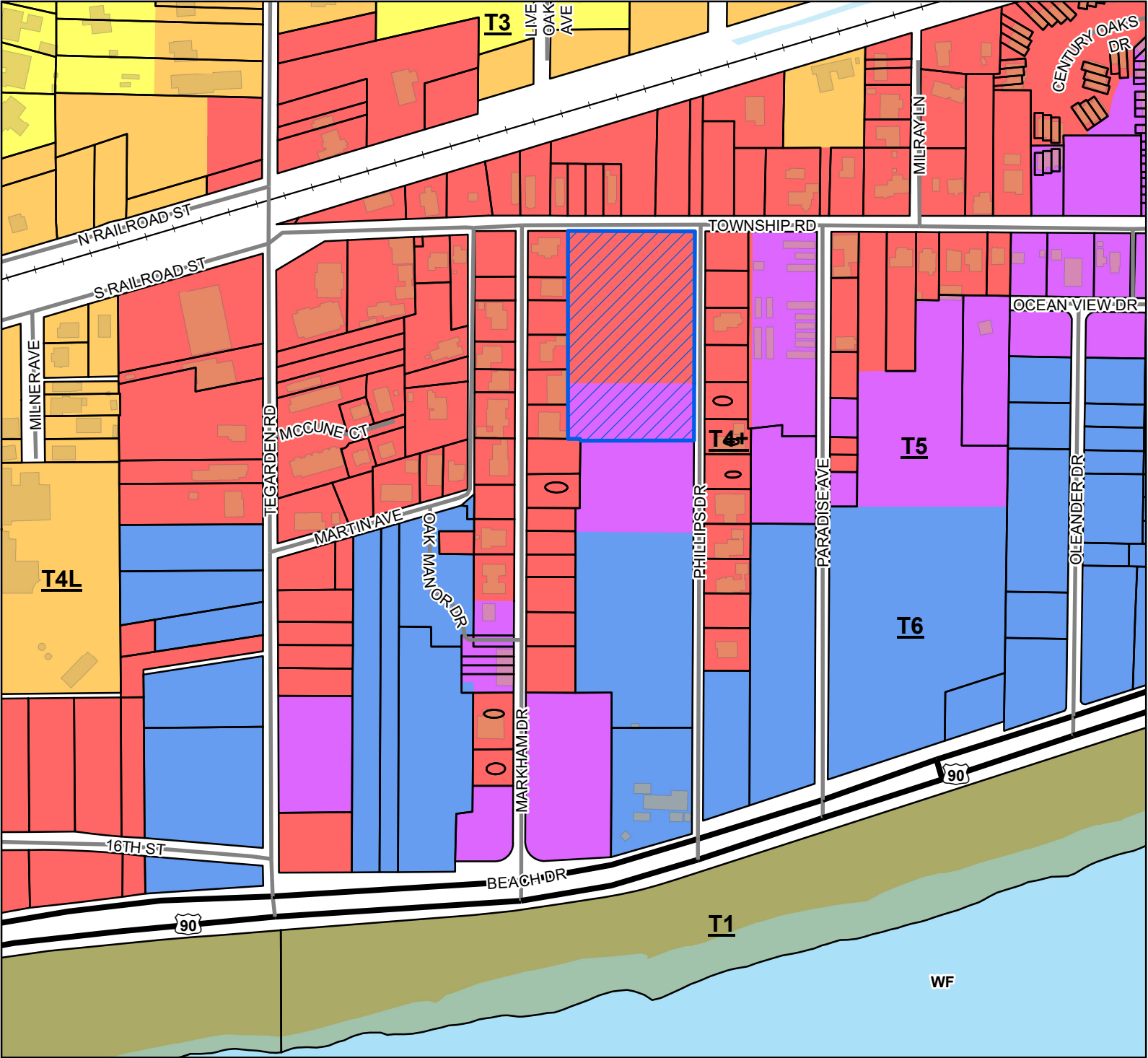
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Zoning Map Amendment 2102PC023:

Zoning Map Amendment 2102PC023, by owner Gregory T. Smith, tax parcel 1011D-03-005.000, Request to rezone from T5 (Urban Center Zone) and T4+ (General Urban Zone "Limited") to entirely T4+ (General Urban Zone "Limited"), Phillips Dr, Ward 2



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

Smart Code

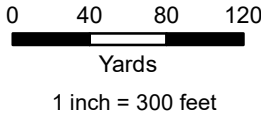
- T6
- T5
- T4+
- T4L
- T3
- T1

Zoning

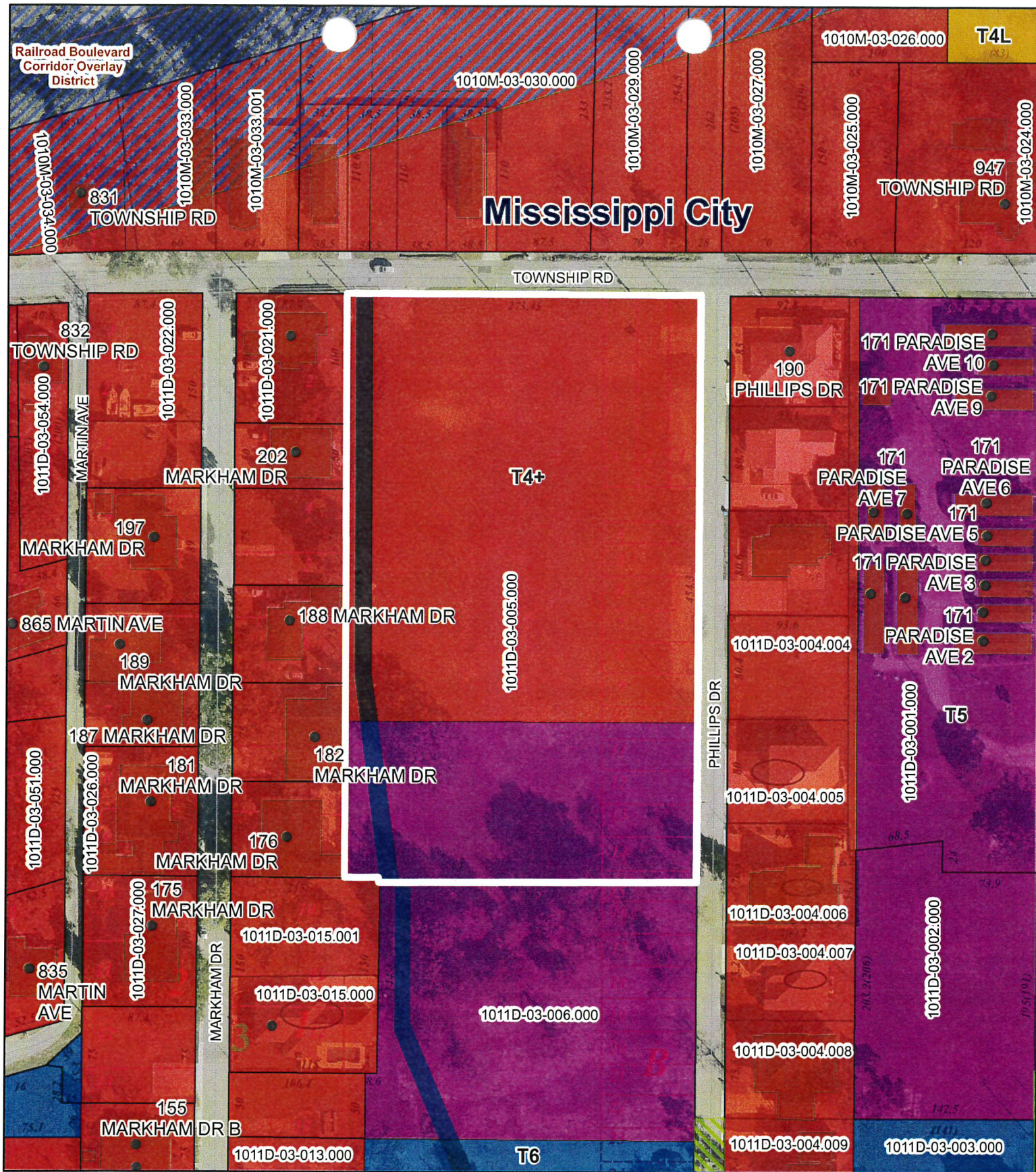
- WF - Water Front

Site Information

1011D-03-005.000
Zoning: T5 (Urban Center Zone)
T4+ (General Urban Zone "Limited")
Size: 2.8 acres
Flood: 0.2%



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ZONING MAP AMENDMENT

916 TOWNSHIP ROAD

GULFPORT, MS 39507

The T5 Zoning for this property should be changed to T4+ because the character of the neighborhood has changed. New residential-single family homes have been built to the East, West, and North of this property.

The property is owned by Gregory T. Smith only. I plan to start development of the property within ninety days.

Changing the zoning to allow single family homes will increase surrounding property values and tax rolls.

Gregory T. Smith

228-263-3456



SCANNED

Return To and Prepared By:
 James C. Simpson, Jr.
 Wise Carter Child & Caraway, P.A.
 2510 14th Street, Suite 1125
 Gulfport, MS 39501
 (228) 867-7141



J. Simpson 1st Judicial District
 Instrument 2020 14743 D -J1
 Filed/Recorded 11/16/2020 04:00 P
 Total Fees \$ 36.00
 4 Pages Recorded

STATE OF MISSISSIPPI
 COUNTY OF HARRISON
 FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: NW 1/4 of Section 6, Township 8 South, Range 10 West,
 First Judicial District of Harrison County, Mississippi

WARRANTY DEED

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

CECILIA SANDERS
14123 LORRAINE RD.
BILOXI, MS 39532
(228) 326-8187

HEATHER SANDERS JENKINS
21038 MYERS LANE
LONG BEACH, MS 39560
(228) 297-7961

JOHNATHAN RILEY SANDERS
2285 FARRINGTON LOOP NORTH
SEMMES, AL 36575
(251) 509-9284

do hereby sell, convey and specially warrant unto:

**GREGORY T. SMITH
PO BOX 7704
GULFPORT, MS 39506
(228) 263-3456**

the following described real property situated and located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Beginning at the Northeast (NE) corner of Block One (1), of GULF SHORE MANOR, said point being on the South margin of Township Road, run thence Easterly along said South margin 273.45 feet to the West margin of dedicated street, run thence Southerly along said West margin 452.78 feet, run thence Westerly 245.41 feet, run thence Northerly 5.81 feet, run thence Westerly 27.6 feet, run thence Northerly 448.46 feet to the point of beginning. Contains 2.85 acres.

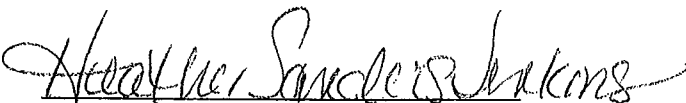
The above described property is no part of the Grantor's homestead.

This conveyance is subject to any and all recorded rights-of-way, easements and prior reservations of any oil, gas, minerals and other rights.

Taxes for the year 2020 are prorated between the Grantors and the Grantee with the Grantee paying same when due.

WITNESS THE SIGNATURE of the Grantor, this the 16th day of November, 2020.

BY: 
CECILIA SANDERS

BY: 
HEATHER SANDERS JENKINS

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Cecilia Sanders, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 16th day of November, 2020.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021



STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Heather Sanders Jenkins, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 16th day of November, 2020.

Lisa M. Verhovshek
NOTARY PUBLIC

My Commission Expires:

Nov 26, 2021



WITNESS THE SIGNATURE of the Grantor, this the 13th day of November, 2020.

BY:

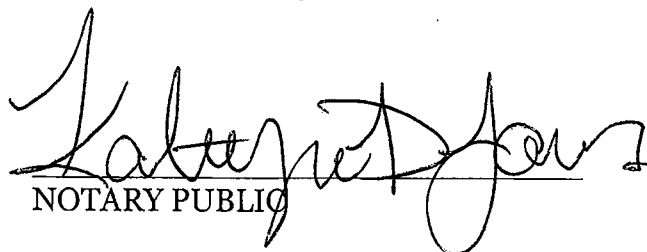

JOHNATHAN RILEY SANDERS

STATE OF ALABAMA

COUNTY OF Mobile

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Johnathan Riley Sanders, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 13th day of November, 2020.


NOTARY PUBLIC

My Commission Expires:

10/20/24

KATHRYN D JONES
NOTARY

MY COMM. EXPIRES OCTOBER 20, 2024

PUBLIC
ALABAMA STATE AT LARGE

RE: Zoning Map Amendment 2102PC023, by owner Gregory T. Smith, tax parcel 1011D-03-005.000, Request to rezone from T5 (Urban Center Zone) and T4+ (General Urban Zone "Limited") to entirely T4+ (General Urban Zone "Limited"), Phillips Dr, Ward 2

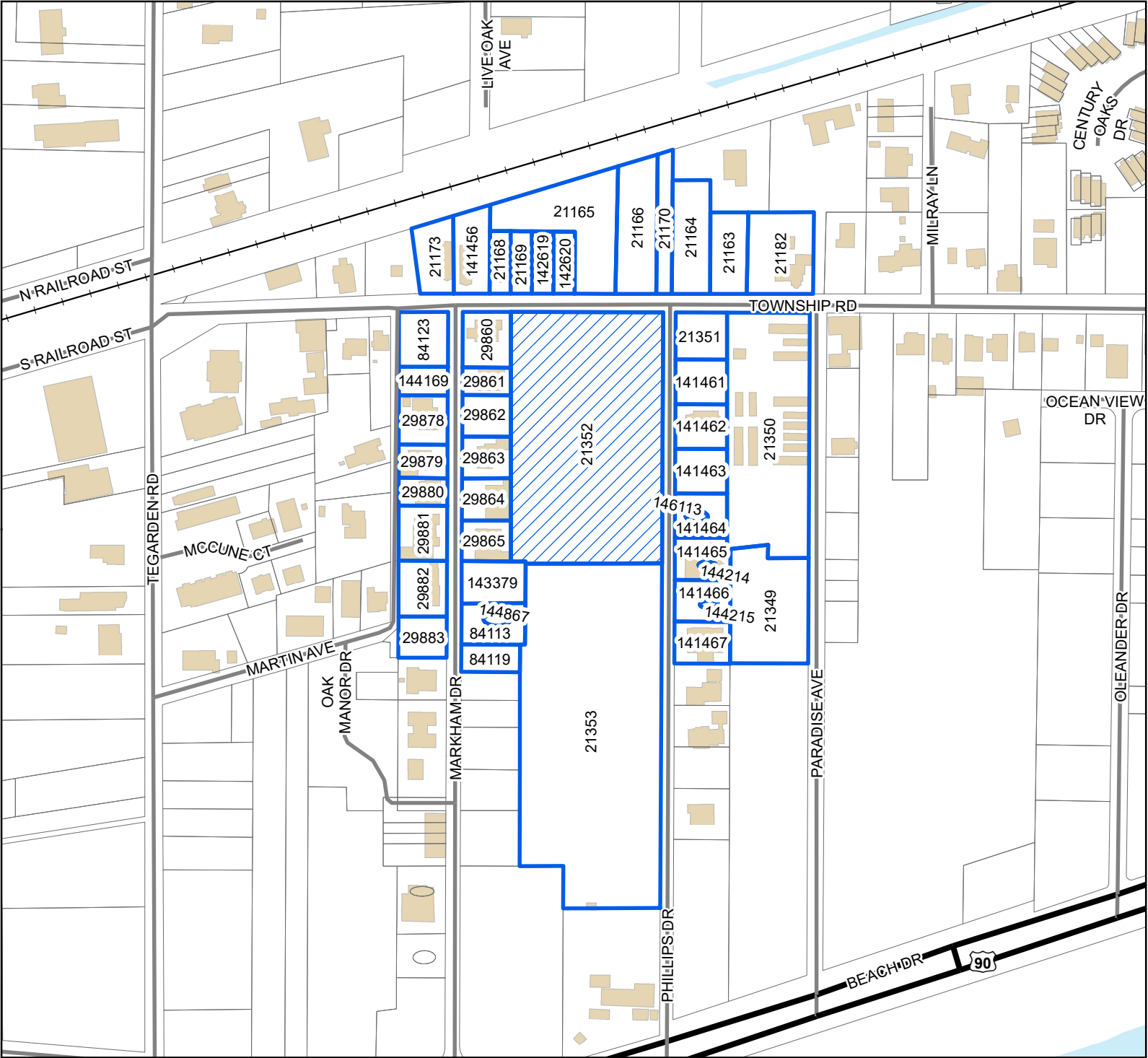
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

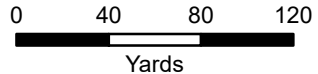
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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
Y			GREGORY T. SMITH (OWNER)	P.O. BOX 7704	GULFPORT	MS	39506
			Adjacent Property Owners				
	29880	1011D-03-025.000	ANDERSON DAVID A	187 MARKHAM DR	GULFPORT	MS	39503
	141467	1011D-03-004.008	ANDERSON MICHAEL ROY	154 PHILLIPS DR	GULFPORT	MS	39507
	29878	1011D-03-023.000	BOOZER JAMIE	197 MARKHAM DR	GULFPORT	MS	39507
	141463	1011D-03-004.004	BOURGEOIS DEAN M & SUSAN R	P O BOX 6062	GULFPORT	MS	39506
N	141464	1011D-03-004.005	BOURGEOIS DEAN M & SUSAN R	P O BOX 6062	GULFPORT	MS	39506
N	146113	1011D-03-004.015	BOURGEOIS DEAN M & SUSAN R	PO BOX 6062	GULFPORT	MS	39506
N	84123	1011D-03-022.000	BROADUS CHARLES	206 MARKHAM DR	GULFPORT	MS	39507
	29860	1011D-03-021.000	BROADUS CHARLES J & BROOKE L	206 MARKHAM DR	GULFPORT	MS	39507
	141466	1011D-03-004.007	CAPRANICA CAROLYN	160 PHILLIPS DR	GULFPORT	MS	39507
N	144215	1011D-03-004.014	CAPRANICA CAROLYN	160 PHILLIPS DR	GULFPORT	MS	39507
	29881	1011D-03-026.000	CARTER JUDY & KENNEDY JANICE	181 MARKHAM DRIVE	GULFPORT	MS	39507
	21182	1010M-03-024.000	CARVER JEROME HAROLD	947 TOWNSHIP RD	GULFPORT	MS	39501
	21349	1011D-03-002.000	CREEL BARNEY	P O BOX 6285	GULFPORT	MS	39506
	142619	1010M-03-031.001	CREEL BARNEY & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
N	142620	1010M-03-031.002	CREEL BARNEY & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
N	21168	1010M-03-032.000	CREEL BARNEY M & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
N	21170	1010M-03-028.000	CREEL BARNEY M & CYNTHIADORA	19536 CHAMPION CR	GULFPORT	MS	39503
N	21165	1010M-03-030.000	CREEL BARNEY M & CYNTHIADORA	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
N	21166	1010M-03-029.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
N	21164	1010M-03-027.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
N	21169	1010M-03-031.000	CREEL BARNEY M & CYNTHIADORA R	19536 CHAMPION CIRCLE	GULFPORT	MS	39503
	141456	1010M-03-033.001	DICKERSON DAVID & JENNY	92 TUSCANY TRAIL	DALLAS	GA	30157
	29864	1011D-03-017.000	JACKSON BILLY B & MICHELLE L -L/E-	182 MARKHAM DR	GULFPORT	MS	39507
	21173	1010M-03-033.000	KNOWLES KATELIN MARIE	901 TOWNSHIP ROAD	GULFPORT	MS	39507
	29882	1011D-03-027.000	LANCE DAVID M JR	175 MARKHAM DR	GULFPORT	MS	39507
	141462	1011D-03-004.003	LANDCO ENTERPRISE LLC	P O BOX 5178	THIBODAUX	LA	70302
	21163	1010M-03-025.000	LOVETT NAN-TRUSTEE & CARVER JEROME	947 TOWNSHIP ROAD	GULFPORT	MS	39507
	29865	1011D-03-016.000	NOLAND ROBERT C JR & PATSY D	111 MAGNOLIA GLEN CIR	MANCHESTER	TN	37355
	21350	1011D-03-001.000	PARADISE BEACH DEVELOPMENTS LLC	122 DESTINY OAKS DR	LONG BEACH	MS	39560
	29862	1011D-03-019.000	PATRICKS FRANCIS L & GAYLE	4808 CHAMBERLAIN AVE	GULFPORT	MS	39507
N	29863	1011D-03-018.000	PATRICKS FRANCIS L & GAYLE	4808 CHAMBERLAIN AVE	GULFPORT	MS	39507
	143379	1011D-03-015.001	REYNOLDS ORVILLE B & HILTON MONROE	778 N CHURCH ST	FLORENCE	MS	39073
	21351	1011D-03-004.000	ROBINSON DAVID M & ELLEN A	190 PHILLIPS DR	GULFPORT	MS	39507
	21352	1011D-03-005.000	SANDERS CECILIA & RILEY L -EST-	14123 LORRAINE RD	BILOXI	MS	39532

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	84119	1011D-03-014.000	SCHLOSSER BRIAN & MELINDA	155 CLOVER ST	BILOXI	MS	39530
	21353	1011D-03-006.000	SEA OAKS PROFESSIONAL PLAZA LLC	13142 W ECHO DR	GULFPORT	MS	39503
	144214	1011D-03-004.013	SIGNS FRED & JENNIFER WEST	164 PHILLIPS DR	GULFPORT	MS	39507
N	141465	1011D-03-004.006	SIGNS FRED E & JENNIFER WEST	164 PHILLIPS DR	GULFPORT	MS	39507
	141461	1011D-03-004.002	THERIOT TIMOTHY J & JENNIFER L	184 PHILLIPS DR	GULFPORT	MS	39507
	84113	1011D-03-015.000	TIMS KENNETH R & CATHERINE B	164 MARKHAM DR	GULFPORT	MS	39507
N	144867	1011D-03-015.002	TIMS KENNETH R & CATHERINE B	164 MARKHAM DR	GULFPORT	MS	39507
	29861	1011D-03-020.000	TORJUSEN ROBERT D & PATRICIA	202 MARKHAM DRIVE	GULFPORT	MS	39501
	144169	1011D-03-022.001	WAYNE STEVEN	197 MARKHAM DR	GULFPORT	MS	39507
	29883	1011D-03-028.000	WILKIN LOUIS J & CAROL N	1405 RIVERWATCH COURT #6109	MURFREESBORO	TN	37128
	29879	1011D-03-024.000	WILKS STEPHEN R & SANDRA C	189 MARKHAM DR	GULFPORT	MS	39507



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



1 inch = 250 feet



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MEMORANDUM

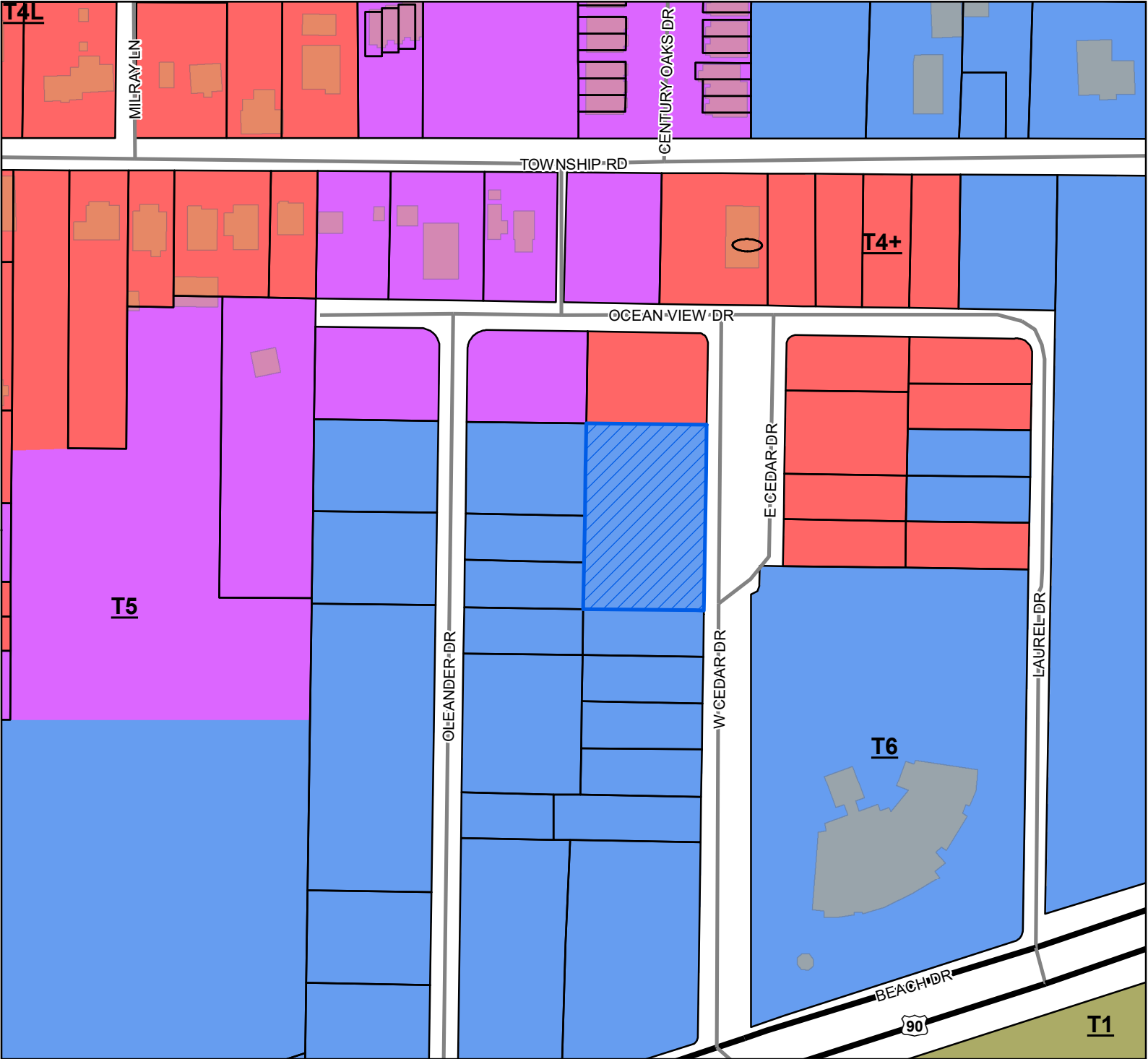
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Zoning Map Amendment 2102PC024:

Zoning Map Amendment 2102PC024, by owner Gregory T. Smith, tax parcel 1011D-01-040.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), W Cedar Dr, Ward 2



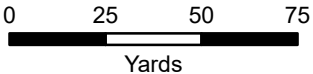
- Site
- US or State Highway
- Street
- Parcels
- Buildings

Smart Code

- T6
- T5
- T4+
- T4L
- 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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ZONING MAP AMENDMENT

LOTS 35, 36, 37, 38 LAKELAND SUBDIVISION

GULFPORT, MS 39507

The ~~T5~~ Zoning for this property should be changed to T4+ because the character of the area is changing. Since being changed to ~~T6~~ 10 years ago, nothing has been built on this property. Zoning changes in this area has resulted in new construction.

This property is solely owned by Gregory T. Smith. I plan to begin construction with 90 days of the zoning change approval.

Changing the zoning will allow single family homes to be built and will increase property values and tax rolls.

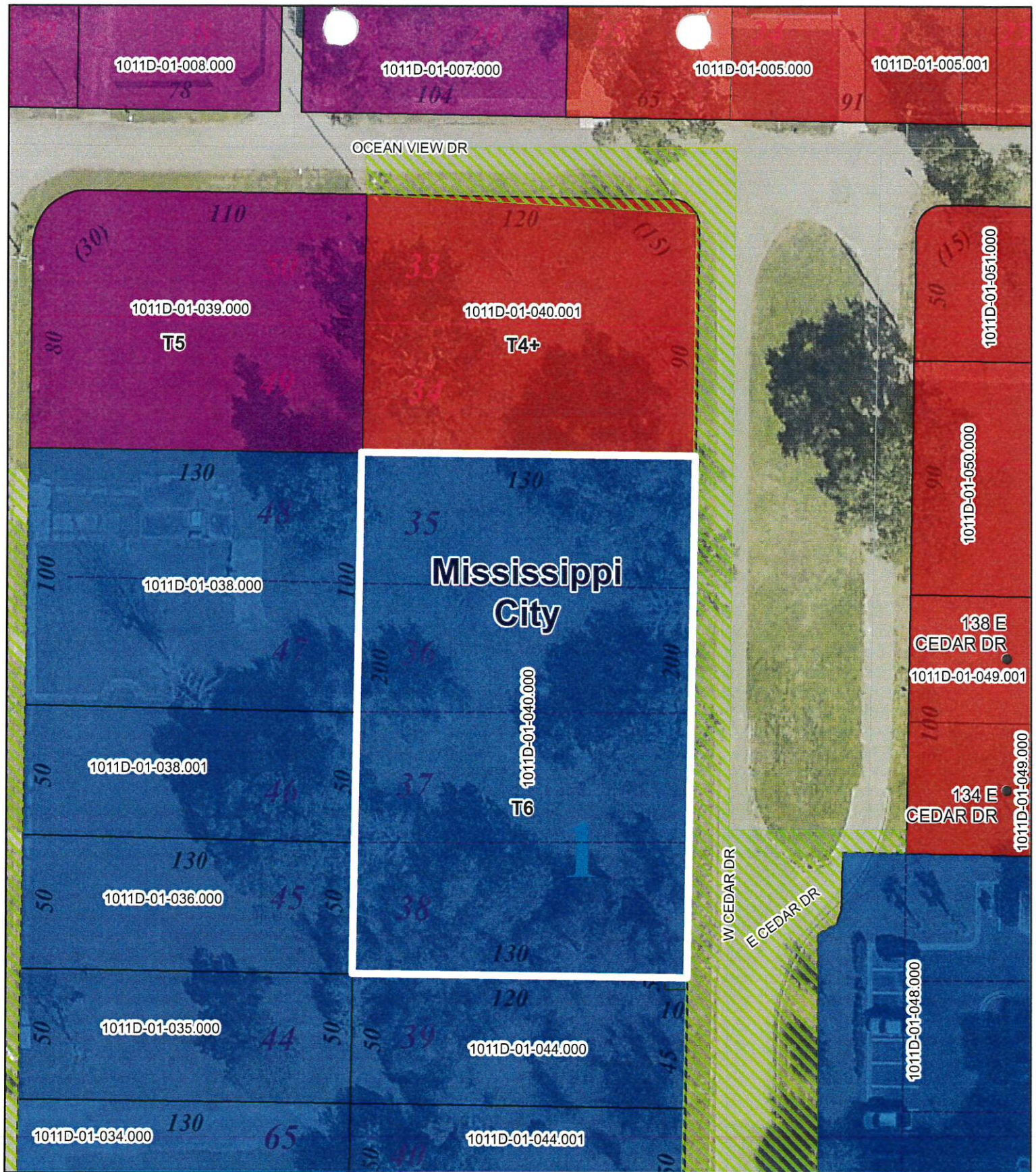
Gregory T. Smith

228-263-3456

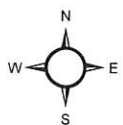
LOTS 35, 36, 37, 38 LAKELAND SUBDIVISION

G.

1. I, Gregory T. Smith, am the sole owner of the property.
2. There has been a change in the conditions in this area since it was rezoned. Commercial development is occurring on Cowan Road and north of Pass Road.
3. I plan to begin Single Family home construction on this Parcel within 90 days.
4. The surrounding area is developing as Residential and this should improve property values and offer more housing with increased taxes for the City.
5. I do not know of any errors in the Ordinance.



Area Map



Printed 1/5/2021

1 inch = 50 feet



Site



Address points



Minor/Residential



Parcels



Building Footprints

Smart Code

TZone

T6

T5

T4+

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Handwritten signature

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-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:

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MS Bar No. 9274
2635 Pass Road
Biloxi, MS 39531
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COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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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.

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Our File No. 320-6362

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

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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.

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Stephanie Baro
Notary Public

My Commission Expires:



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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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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.

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Peter M. Skrmetta Sr.

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Jacquelin E. Skrmetta

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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:



RE: Zoning Map Amendment 2102PC024, by owner Gregory T. Smith, tax parcel 1011D-01-040.000, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), W Cedar Dr, Ward 2To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

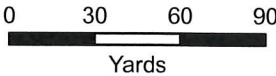
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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 (024)	Name	Address	City	State	ZIP
Y	31502	1011D-01-040.000	SMITH GREGORY (Owner)	PO BOX 7704	GULFPORT	MS	39506
Adjacent Property Owners							
Y	84098	1011D-01-048.000	CHATWORTH INVESTMENTS LLC	3908 TENNESSEE AVE	CHATTANOOGA	TN	37409
Y	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
Y	31496	1011D-01-005.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
Y	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
Y	31498	1011D-01-007.000	WARREN BENJAMIN MICHAEL	150 GREEN BAY CIRCLE	DAPHNE	AL	36526
Y	84035	1011D-01-028.000	TANNER RICHARD M	3631 PERRYMAN RD	OCEAN SPRINGS	MS	39564
Y	31523	1011D-01-035.000	PERKINS WILLIAM W & BETTY-TRUSTEES-	415 NATCHEZ RD	BROOKHAVEN	MS	39601
Y	31519	1011D-01-044.000	PERKINS WILLIAM W JR	405 PERKINS DRIVE	BROOKHAVEN	MS	39601
Y	118610	1011D-01-038.001	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
Y	31513	1011D-01-027.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
Y	21337	1011D-01-013.000	MAPP SUSAN W AKA SUSAN HOPKINS WEST	1016 TOWNSHIP RD	GULFPORT	MS	39507
Y	84025	1011D-01-012.000	SMITH ROBERT E JR	142 BENACHI AVE	BILOXI	MS	39530
Y	21342	1011D-01-011.000	SMITH ROBERT E JR	PO BOX 444	BILOXI	MS	39533
Y	31501	1011D-01-010.000	TILLINGHAST RENA OLIVIA	20589 SCARBOROUGH RD	SAUCIER	MS	39574
Y	21340	1011D-01-024.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
Y	31510	1011D-01-039.000	CHAVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
N	31485	1011D-01-049.000	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506
Y	21345	1011D-01-014.000	SALNIKOV VALERI	1012 TOWNSHIP RD	GULFPORT	MS	39507
Y	31511	1011D-01-025.000	MOZINGO JOHN C III & MARY EVELYN	167 OLEANDER DR	GULFPORT	MS	39507
Y	31488	1011D-01-050.000	BROOKS M DENNIS & BECKY M	525 GLEN VALLEY WAY	GULFPORT	MS	39507
Y	31509	1011D-01-038.000	NELSON LINDA G	2501 GULF AVE #19	GULFPORT	MS	39501
N	31491	1011D-01-051.000	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506
Y	31507	1011D-01-036.000	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
N	84039	1011D-01-034.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
Y	31520	1011D-01-045.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
Y	31521	1011D-01-046.000	DEES JOHNETTE & STEPHENS DURWOOD W	1004 WEST CENTRAL AVE	WIGGINS	MS	39577
Y	31512	1011D-01-026.000	DEXTER DENNIS & MILLEUR M -TRUSTEES	609 SW ARBORETUM CIR	PORTLAND	OR	97221
Y	127444	1011D-01-044.001	PERKINS DON D	830 BROOKWAY BLVD	BROOKHAVEN	MS	39601
Y	96807	1011D-01-040.001	PECOUL LAURA ANGELIC	424 COVE DR	BILOXI	MS	39531
N	142796	1011D-01-005.001	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
N	146202	1011D-01-049.001	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506



Legend

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



1 inch = 200 feet



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MEMORANDUM

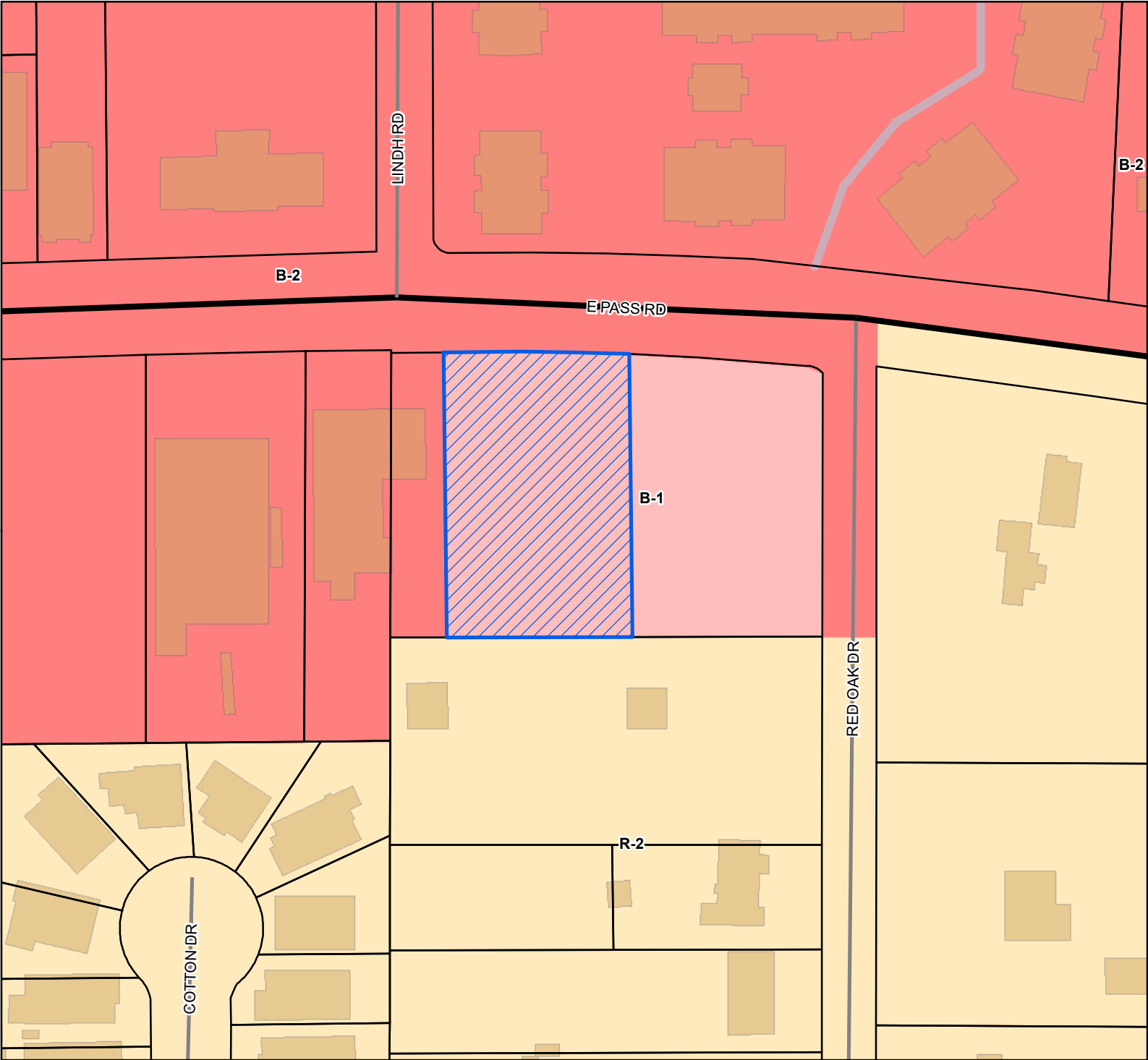
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 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

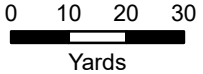
- Site
- US or State Highway
- Street
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- Water Features

Zoning

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

Site Information

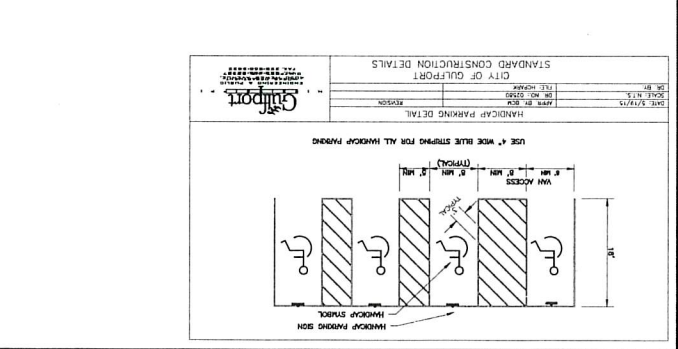
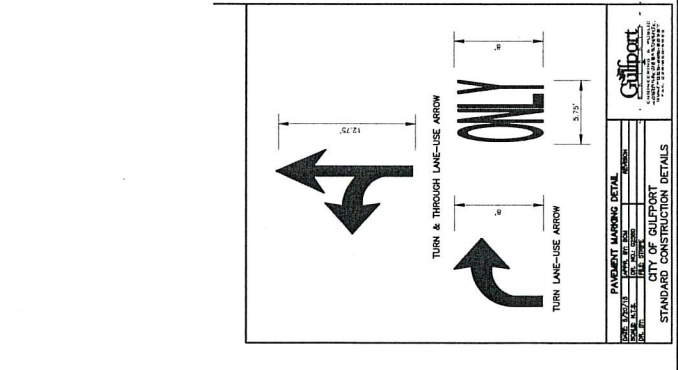
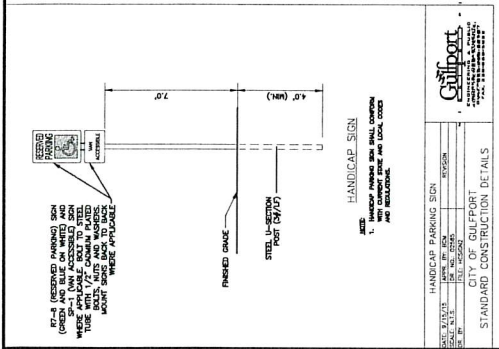
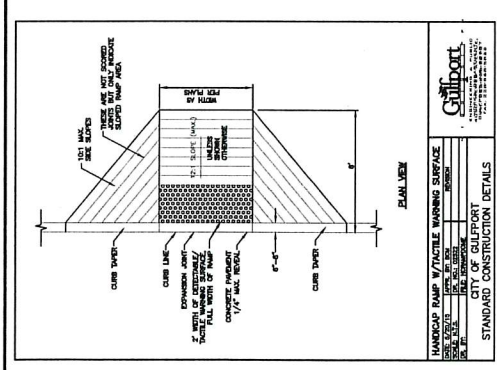
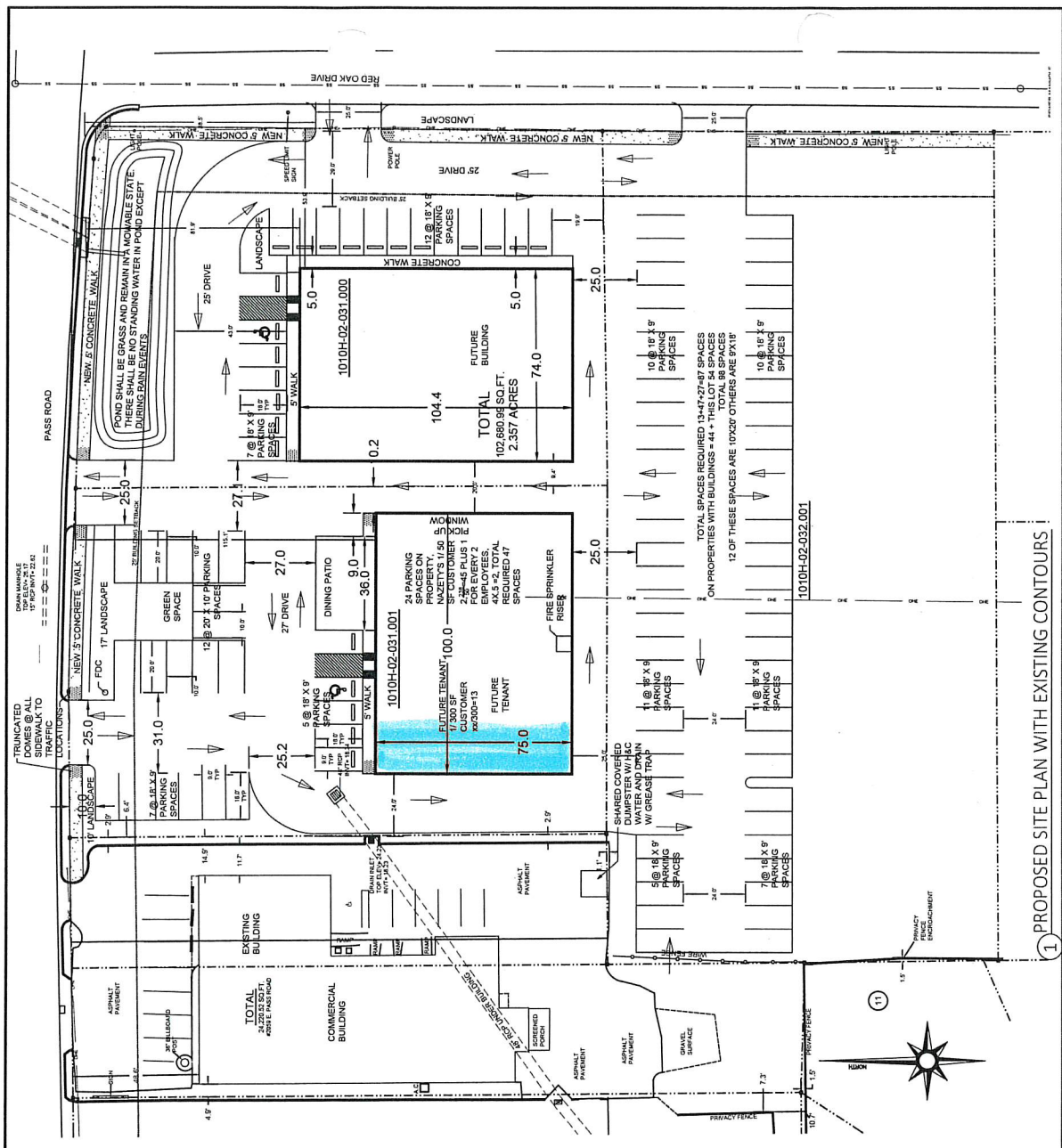
1010H-02-031.001
Zoning: B-1 (Neighborhood business)
Size: 27,463 square feet
Flood: X



1 inch = 100 feet



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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

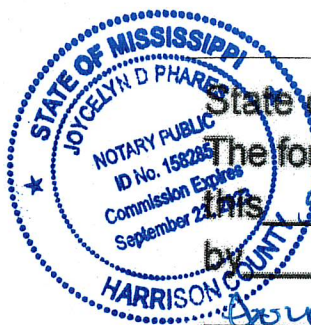
Date

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



[Signature] 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 ½ 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...

2

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:

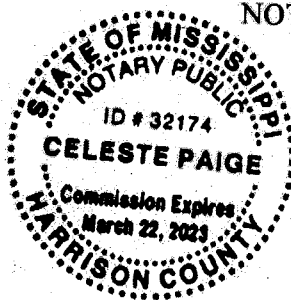


EXHIBIT "A"

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 ½ of the SW 1/4 of the SE 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 ½ of the SW 1/4 of the SE 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 ½ of the SW 1/4 of the SE 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

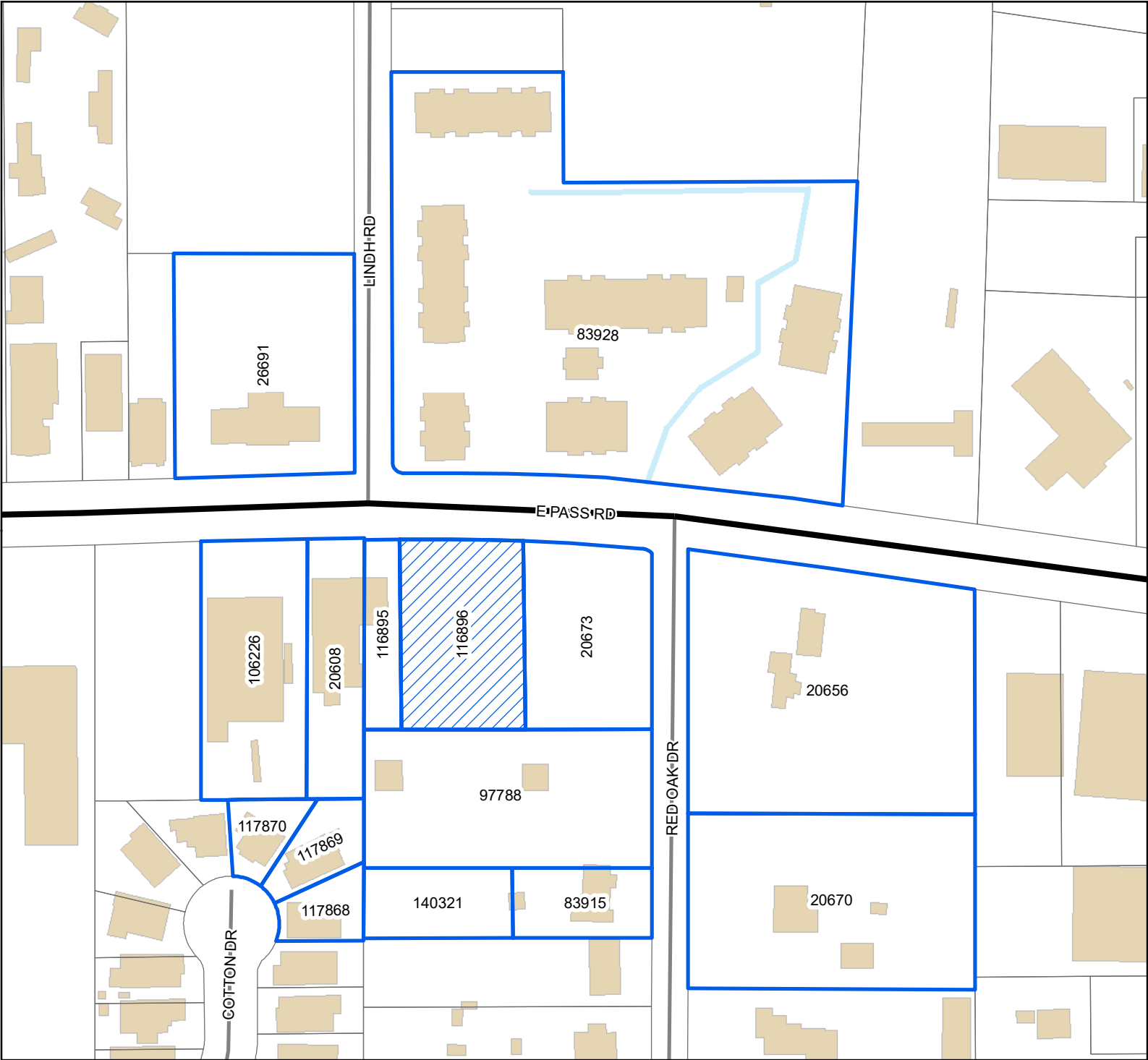
RE: Special Exception 2102SE026, by owner JSP LLC, tax parcel 1010H-02-031.001, Request liquor sales use, 2079 E Pass Rd, Zoned B-1 (Neighborhood business), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

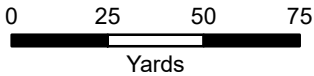
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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
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



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MEMORANDUM

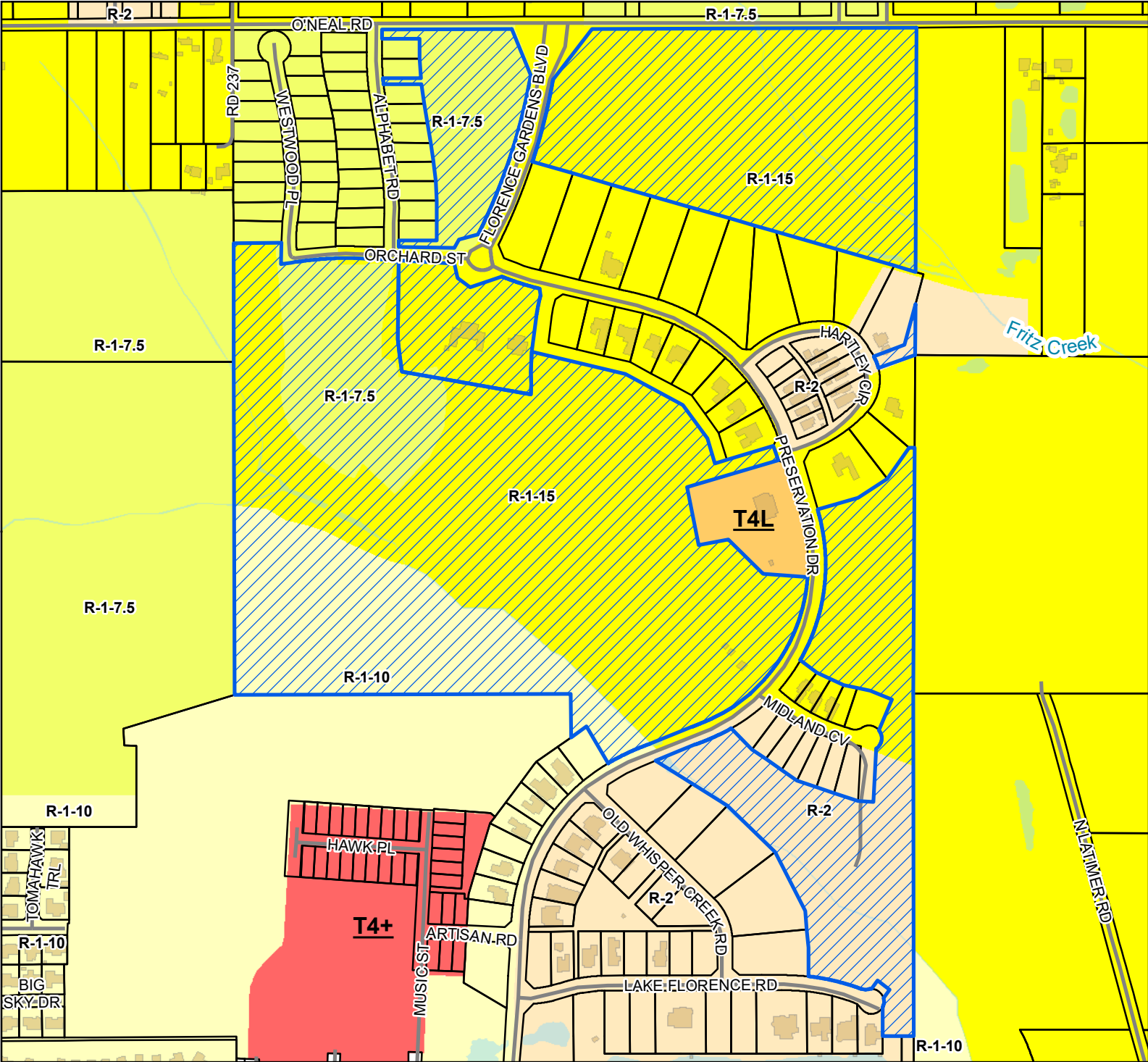
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: General Plan 2102PC028:

General Plan 2102PC028, by agent Brown, Mitchell & Alexander, tax parcels 0908C-01-001.000 and 0908C-01-001.037, Approval for General Plan for 17-lot subdivision (Florence Gardens Phase VII), Orchard St, Zoned R-1-7.5, R-1-10, and R-1-15 (Single-family), Ward 6



Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Smart Code

- T4+
- T4L

Zoning

- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)

Site Information

0908C-01-001.000
0908C-01-001.037
Zoning: R-1-15, R-1-10, R-1-7.5 (Single-family)
Size: 122+ acres
Flood: X, AE

0 90 180 270
Yards
1 inch = 550 feet

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December 22, 2020

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Authority to Act as Agent
Florence Gardens (Tax Parcel: 908C-01-001.037)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Martin Goldin, currently owns property, more specifically located south of the roundabout at the intersection of Florence Gardens Boulevard and Orchard Street and Preservation Boulevard, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.037).

With this letter, Martin Goldin, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining General Subdivision Plan approval with the City of Gulfport.

Sincerely,



Martin Goldin
12503 Preservation Drive
Gulfport, MS 39503


NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF HARRISON

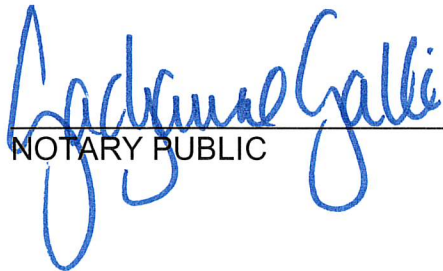
I, Nick Gant, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908C-01-001.000 or 0908C-01-001.037.


BROWN, MITCHELL & ALEXANDER

DATE: 01/01/2021

PROJECT ENGINEER
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 5th day of January, 2021.


NOTARY PUBLIC



January 4, 2021

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Covenants
Florence Gardens (Tax Parcel: 0908C-01-001.000 and 0908C-01-001.037)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; South of Orchard Street, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.000 and 0908C-01.001.037).

With this letter, Brown, Mitchell, & Alexander, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Brown, Mitchell, & Alexander, Inc.
131 Rue Magnolia
Biloxi, MS 39530
(228) 436-7612


NOTARY PUBLIC

LIMITED LIABILITY COMPANY AUTHORIZING RESOLUTION

I, Martin C. Goldin, certify that I am the manager of the below named limited liability company organized under the laws of Mississippi, Federal Employer I.D. No. 41-2163665, engaged in business under the trade name of FLORENCE GARDENS LLC, and that the following is a correct copy of the resolution adopted at a duly and properly called meeting held on June 20, 2018 of all managers/members of the limited liability company as provided in the operating agreement:

1. The persons named below, so long as they act in a representative capacity as agents of this limited liability company, are authorized to sign any and all documents necessary to effectuate the sale and purchase of property located in Harrison County, Mississippi, including but not limited to agreements, closing statements, contracts for the sale of real estate, and warranty deeds.
2. The persons named below, so long as they act in a representative capacity as agents of this limited liability company, are authorized to sign any and all documents necessary to effectuate borrowing money for real estate ventures for property located in Harrison County, Mississippi, including but not limited to notes, deeds of trust, joint venture agreements, and Letters of Credit.
3. This resolution shall continue to have effect until express written notice of its rescission or modification.

AGENTS:

Martin C. Goldin	12321 Preservation Drive	Gulfport, MS 39503
Alan H. Goldin	12321 Preservation Drive	Gulfport, MS 39503
Ryan M. Goldin	12321 Preservation Drive	Gulfport, MS 39503
Ana L. Johnson	12321 Preservation Drive	Gulfport, MS 39503

IN WITNESS WHEREOF, I have hereunto subscribed my named and affixed the seal of this Limited Liability Company on June 20, 2018.


Martin C. Goldin, Member/Manager

ATTEST:


Alan H. Goldin, Member

SITework PLANS

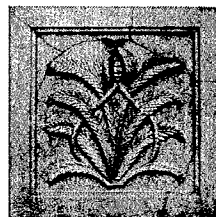
FOR

FLORENCE GARDENS

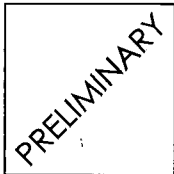
PHASE VII

GULFPORT, MISSISSIPPI

PREPARED FOR



FLORENCE GARDENS, LLC
12321 PRESERVATION DRIVE, GULFPORT, MS 39503
PH (228) 539-5039



JANUARY, 2021

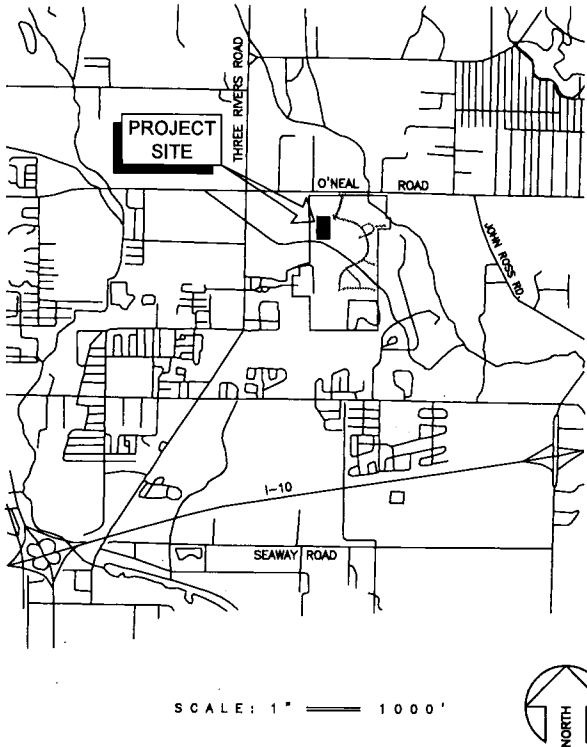
bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Bloss, MS 39530
(228)436-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

LOCATION MAP



SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
GENERAL NOTES & LEGENDS	C-002
EXISTING CONDITIONS / DEMOLITION PLAN	C-111
SITE LAYOUT PLAN	C-121
ALPHABET ROAD RIGHT-OF-WAY	C-122
GRADING & DRAINAGE PLAN	C-131
EROSION CONTROL PLAN	C-141
SITE UTILITY PLAN	C-151
PLAN / PROFILE - ALPHABET ROAD	C-201
PLAN / PROFILE - ALPHABET ROAD	C-202
PLAN / PROFILE - WESTWOOD PLACE	C-203
PLAN / PROFILE - WESTWOOD PLACE	C-204
PLAN / PROFILE - SEWER EXTENSION	C-205
PLAN / PROFILE - SEWER EXTENSION	C-206
TYPICAL STREET SECTIONS	C-301
CONSTRUCTION DETAILS	C-501
CONSTRUCTION DETAILS	C-502
CONSTRUCTION DETAILS	C-503

BMA No. 13-3405A-21 SET NO. _____

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

GENERAL NOTES

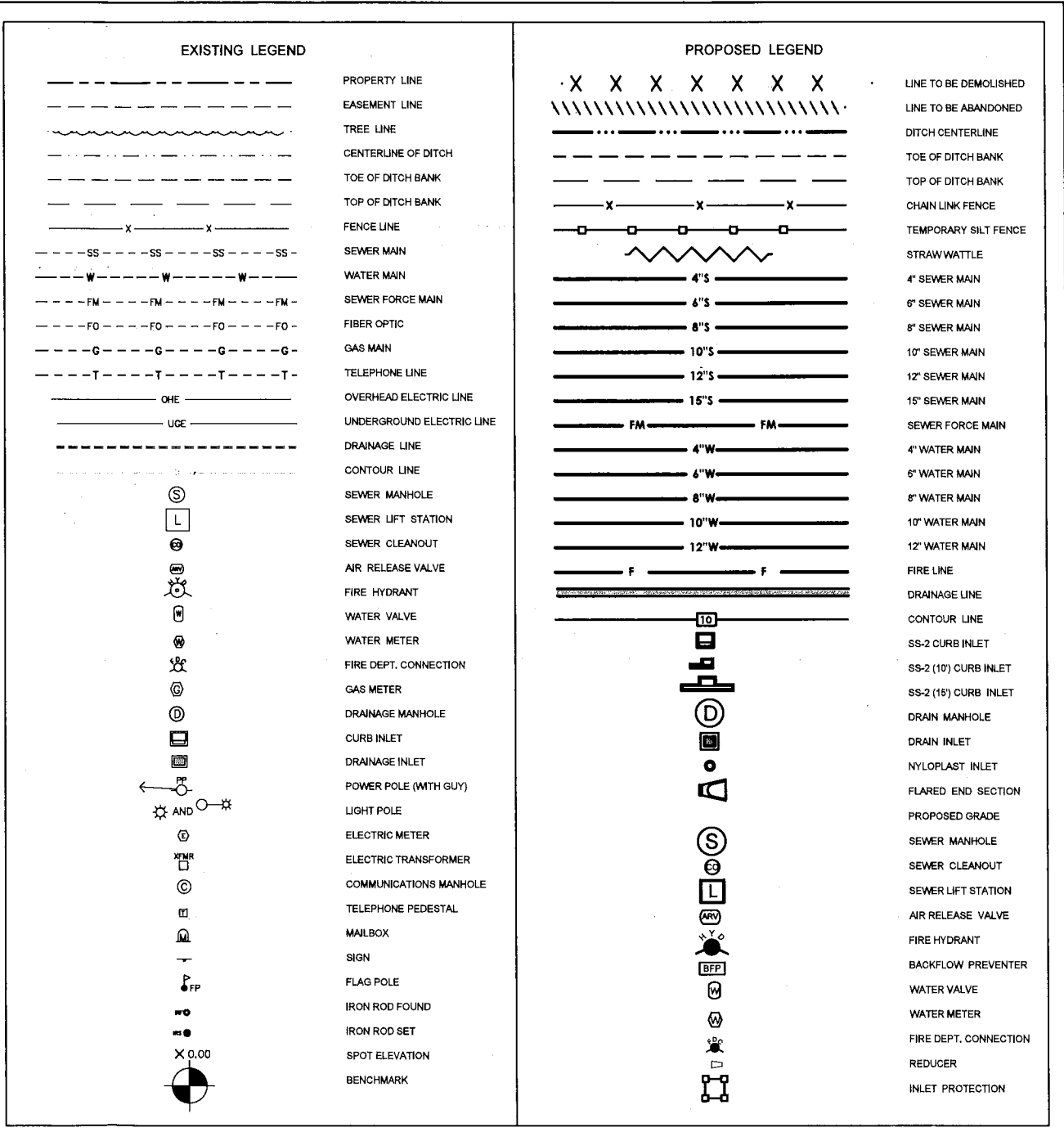
- CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) OR (811) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. THE OWNER MUST BE CONTACTED SEPARATELY TO LOCATE THEIR PRIVATELY OWNED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO UTILITIES THAT RESULT FROM CONTRACTOR'S WORK. ANY COST ASSOCIATED WITH REPLACING/REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.
 - EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC AND PRIVATE UTILITIES, SEE BELOW:

AT&T (BELL SOUTH)	228-557-6123
MISSISSIPPI POWER COMPANY	228-867-6343
COAST ELECTRIC	228-832-1761
CENTERPOINT	228-896-7500
CABLE ONE	228-374-5900
CITY OF GULFPORT PUBLIC WORKS	228-868-5742
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES WITHIN THE PROJECT LIMITS LOCATED AND THOSE LOCATIONS UPDATED AS NECESSARY DURING THE PROJECT.
 - ADJUSTMENTS TO PRIVATE UTILITIES (I.E. GAS, POWER, ELECTRIC, COMMUNICATION, ETC.) SHALL BE MADE BY OTHERS BUT SHALL BE COORDINATED BY CONTRACTOR.
 - CONTRACTOR SHALL DISPOSE OFF-SITE ALL MATERIAL, MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ANY LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, CODES, RULES OR REGULATIONS THAT APPLY TO ANY PORTION OF CONSTRUCTION OF THIS PROJECT.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY LOCAL, STATE AND FEDERAL PERMITS OR LICENSES REQUIRED FOR CONSTRUCTION OF THIS PROJECT, OTHER THAN THOSE OBTAINED BY THE OWNER.
 - BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
 - THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE ENGINEER.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH AROUND SUBSURFACE STRUCTURES AND LINES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES OR LINES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A SAFE AND HEALTHY WORK SITE.
 - THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS, EQUIPMENT, AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE
 - THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL MEANS & METHODS, AS WELL AS, PROPER CONSTRUCTION SEQUENCING. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A PROGRESS SCHEDULE OUTLINING THE INTENDED SEQUENCE OF CONSTRUCTION.
 - ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT GULFPORT CONSTRUCTION STANDARDS.
- ROADWAY & CONCRETE WORK**
- BASE AND PAVEMENT FOR STREET INTERSECTION AND ADJACENT ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY.
 - WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.
 - CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.
 - ALL RADI ARE TO BE FIELD DETERMINED. RADI SHOWN ON THE PLANS ARE APPROXIMATE.
 - ALL CONCRETE SHALL BE CLASS "B", 3,000 PSI UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¼", UNLESS OTHERWISE NOTED. MATERIALS, PLACEMENT AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
 - EDGES OF ASPHALT AND CONCRETE TO BE REMOVED SHALL BE CUT AT ADJACENT PAVEMENT, WALKWAYS AND DRIVEWAYS. OTHER SURFACES TO REMAIN MUST BE SAW CUT. SAW CUTTING OF ASPHALT AND CONCRETE SHALL BE ABSORBED IN THE APPLICABLE DEMOLITION PAY ITEM.
 - CRUSHED STONE BASE WILL BE PAID BASED ON THE LINES AND GRADES SHOWN ON THE PLANS.
- EARTHWORK**
- ALL SOILS DISTURBED SHALL BE COMPACTED TO 95% PER ASTM D 1557 IN 4" LIFTS BENEATH ROADWAY AND 92% PER ASTM D 1557 IN 8" LIFTS FOR DISTURBED SOILS BEYOND THE ROADWAY.
- SURFACE DRAINAGE & GRADING**
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE SITE AT ALL TIMES DURING THE COURSE OF THE PROJECT.
 - CONTRACTOR SHALL PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. CONTRACTOR SHALL NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. CONTRACTOR SHALL REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERGROUND FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADE AND FOUNDATIONS. CONTRACTOR SHALL PROVIDE AND MAINTAIN PUMPS, WELL POINTS, SUMPS, SUCTION AND DISCHARGE LINES, AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONTRACTOR SHALL ESTABLISH AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. CONTRACTOR SHALL NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES, DEWATERING SYSTEMS AND ESTABLISHMENT AND MAINTENANCE OF TEMPORARY DRAINAGE SHALL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHOULD BE ABSORBED IN OTHER BID ITEMS.
 - THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND ELEVATIONS FOR TIE IN POINTS TO EXISTING PAVEMENT AND NOTIFY ENGINEER OF ANY VARIATIONS GREATER THAN 0.1' TWO (2) WEEKS PRIOR TO ANY FINAL GRADING, BASE, OR PAVEMENT CONSTRUCTION TO ALLOW FOR NECESSARY REVISIONS TO THE GRADING PLAN BY THE ENGINEER.
 - IF SPECIFIC GRADES OR SLOPES ARE NOT SHOWN FOR WORK IN ANY AREA, CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS ACHIEVED AND TIE INTO EXISTING CONDITIONS WITH A MINIMUM SLOPE OF 1% IN GRASSED AREAS AND 0.5% ON PAVED SURFACES, UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
 - AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.
- SUBSURFACE DRAINAGE**
- TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
 - ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE "G" GEOTEXTILE FABRIC, 24" WIDTH. ALL REINFORCED PIPE (ROUND AND ARCH) SHALL BE SUPPLIED WITHOUT LIFTING (PICK-UP) HOLES.
 - FLARED END SECTIONS (ALL SIZES) MAY BE FURNISHED WITH EITHER BELL & SPIGOT OR TONGUE & GROOVE JOINTS.
 - ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS, AND DEPTH OF PIPE.
 - PIPE LENGTHS ARE MEASURED FROM INSIDE FACE OF BOX TO INSIDE OF BOX.
 - ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
 - CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 60" X 40" AND SMALLER, SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AND THE COST SHALL BE ABSORBED.
 - NO IMPROVEMENT SHALL INTERFERE OR BLOCK DRAINAGE.
 - TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADE SHALL BE FIELD DETERMINED AT NO ADDITIONAL COST TO MATCH FINISH GRADE AND PROVIDE PROPER DRAINAGE.
 - PAYMENT FOR STEPS AND INSTALLATION OF STEPS IN DRAINAGE STRUCTURES SHALL BE AN ABSORBED ITEM. STEPS ARE REQUIRED IN ANY BOX DEEPER THAN 3'.
 - REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
 - RECONNECTING EXISTING PIPES TO NEW DRAINAGE STRUCTURES SHALL BE ABSORBED, INCLUDING ANY DISCOVERED PIPES THAT NEED TO BE CONNECTED.
- UTILITIES GENERAL**
- CONTRACTOR SHALL EXPLORE AHEAD (SURFACE AND SUBSURFACE) 200 FEET OF THE PIPE BEING LAID SO THAT NECESSARY ADJUSTMENTS CAN BE MADE IN THE ALIGNMENT OF THE PIPE IN CASE OF CONFLICTS WITH EXISTING STRUCTURES, UTILITIES, OR ANY OTHER KNOWN OR UNKNOWN OBSTRUCTIONS.
 - CONTRACTOR SHALL CAREFULLY CHECK ALL WATER, SEWER, DRAINAGE AND UNDERDRAIN CROSSINGS AND SHALL INSTALL ALL WATER SERVICES, SEWER SERVICES, WATER PIPE(S), ETC. AT AN ELEVATION WHICH WILL AVOID ALL CONFLICTS AND IN ACCORDANCE WITH MINIMUM COVER AND SLOPE REQUIREMENTS.
 - CONTRACTOR SHALL COORDINATE CONNECTION TO EXISTING WATER AND SEWER SYSTEM WITH THE OWNER OF THE UTILITIES AND ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGED SANITARY SEWER PIPES AND APPURTENANCES, STORM DRAIN PIPES AND APPURTENANCES, WATER PIPES AND APPURTENANCES, DRAINAGE STRUCTURES, OR ANY OTHER EXISTING STRUCTURES OR OBSTRUCTION WHICH, IN THE OPINION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, WAS DAMAGED BY THE CONTRACTOR. CONTRACTOR SHALL HAVE ON HAND AT ALL TIMES THE NECESSARY FITTINGS AND ACCESSORIES NEEDED TO PERFORM EMERGENCY REPAIR ON ANY EXISTING SANITARY SEWER PIPE, WATER PIPE, STORM DRAIN, FORCE MAIN, SERVICES, ETC. SHOULD THE PIPE(S) OR SERVICE(S) BE DAMAGED DURING CONSTRUCTION.
 - AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8" INCH SHEET RUBBER.
- WATER UTILITIES**
- IF WATER PIPE(S) CROSSING SANITARY SEWERS CANNOT MAINTAIN 18" VERTICAL SEPARATION ABOVE THE SEWER PIPE OR IF IT CROSSES UNDER SEWER PIPE, THE WATER PIPE MUST BE DUCTILE IRON. (PER THE SPECIFICATIONS AND DETAILS)
- SEWER UTILITIES**
- THE CONTRACTOR SHALL NOT OPERATE ANY VALVE OR PUMP STATION, PLUG ANY SEWER PIPE OR DISCONTINUE ANY SERVICE WITHOUT SPECIFIC PERMISSION FROM THE OWNER OR HIS AUTHORIZED REPRESENTATIVE.
 - ALL MANHOLES SHALL BE A MINIMUM FOUR FEET (4') IN DIAMETER UNLESS OTHERWISE NOTED ON THE DRAWINGS. LARGER DIAMETER MANHOLES SHALL BE USED WHERE PIPE DIAMETER, DEPTH OF CUT OR THE CONNECTION OF AN INTERIOR DROP ASSEMBLY DICTATE. LARGER MANHOLES SHALL BE USED ON ANY MANHOLE SIXTEEN FEET (16') OR GREATER IN DEPTH.
 - CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL SEWER MANHOLES AT NO ADDITIONAL COSTS.
 - ALL MANHOLES WITHIN THE FLOOD ZONE SHALL HAVE WATERTIGHT MANHOLE CASTINGS.
 - CONTRACTOR SHALL VIDEO INSPECT NEW SANITARY SEWER MAINS AND SERVICES INSTALLED AS PART OF THE PROJECT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- EROSION CONTROL**
- CONTRACTOR SHALL STRICTLY ADHERE TO THE STORMWATER POLLUTION PREVENTION PLAN AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) PERMIT. OMISSIONS TO THESE PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING PROTECTION OF ONSITE AND OFFSITE DRAINAGE SYSTEMS FROM SEDIMENT TRANSPORT. ANY FAILURES OF THE PROTECTIVE MEASURES SHOWN ON THESE PLANS OR IN THE SPECIFICATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ANY CORRECTIVE MEASURES REQUIRED TO STAY IN COMPLIANCE OF THE MDEQ PERMIT SHOULD BE COORDINATED WITH THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO INSPECT AND SUBMIT REPORTS ON SITE CONDITIONS PER THE STORMWATER PERMIT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN EROSION CONTROL PLAN BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT SAID PLAN TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED EROSION CONTROL PLANS NOTING FAILURE AND CORRECTIVE ACTIONS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO THE REQUIREMENTS OF THE GENERAL STORMWATER PERMIT.
 - THE CONTRACTOR SHALL MONITOR THE SITE FOR COMPLIANCE WITH THE CNCR AND SHALL PRODUCE REPORTS IN ACCORDANCE WITH THE CNCR.
 - THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF ANY TEMPORARY EROSION CONTROL MEASURE(S) NECESSARY TO CONTROL SILTATION.
 - CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SILTATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING. THE USE OF HAY BALES IS PROHIBITED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS DURING THE ENTIRE COURSE OF THE PROJECT PER ACCEPTABLE/APPROVED STORMWATER BEST MANAGEMENT PRACTICES. THE (BMPS) SHALL BE IN ACCORDANCE WITH MDEQ'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.
 - SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
 - ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY, EASEMENTS AND/OR PROJECT LIMITS SHALL BE GRASSED PER THE SPECIFICATIONS. ACCEPTANCE SHALL BE BASED ON SATISFACTORY GROWTH AND COVERAGE OF SEED(S) PLANTED.
 - EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
 - WHERE APPLICABLE ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION ENTRANCE. A CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
 - CONTRACTOR SHALL KEEP ALL ADJACENT ROADWAYS CLEAN OF DIRT AND DEBRIS AT ALL TIMES AND SHALL SWEEP STREETS DAILY, IF NECESSARY.
 - TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN IMMEDIATELY WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOURTEEN DAYS OR MORE.
 - TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
 - ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE PERFORMED OFFSITE.
 - RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.

- TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK. IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES, ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
- ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
- ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ONE-HALF THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
- EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
- ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.
- ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

- MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, MAINTENANCE LESTONE, TRAFFIC CONTROL DEVICES, SUPERVISION, AND OTHER ITEMS CONCERNING TRAFFIC CONTROL. THERE SHALL BE NO OTHER PAYMENTS MADE FOR THIS WORK. TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD).
- CONTRACTOR SHALL INVENTORY ALL EXISTING SIGNS AND LOCATIONS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REMOVE, SAFELY STORE TO PREVENT DAMAGE AND REINSTALL ANY STREET SIGNS IMPACTED BY THE PROJECT. ONLY SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REMOVED. ANY SIGNS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO MUTCD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST MUTCD BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED TRAFFIC CONTROL PLANS.
- STRIPED MARKINGS ON BARRICADES WITH STRIPE ANGLING DOWNWARD ON A 45-DEGREE ANGLE DOWN AWAY FROM THE OBSTRUCTION OR ANGLE DOWN IN THE DIRECTION OF TRAFFIC DETOUR IS EXPECTED TO FOLLOW.
- ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND REMAIN IN PLACE FOR THE EXTENT OF THE PROJECT.
- REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. LOST OR DAMAGED SIGNS SHALL BE REPLACED IMMEDIATELY. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.
- ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THE PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR. COST TO BE ABSORBED IN MAINTENANCE OF TRAFFIC.
- WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
- ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUNDS.
- ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
- ALL PLASTIC DRUMS AND CONES SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
- ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.



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FLORENCE GARDENS
PHASE VII
GULFPORT, MISSISSIPPI

GENERAL NOTES & LEGENDS

CAD
ENG
DATE
SCALE
BMA #
FILE \3405\21\3405-21 SITE

NLG
BJS
12.10.20
NONE
3405

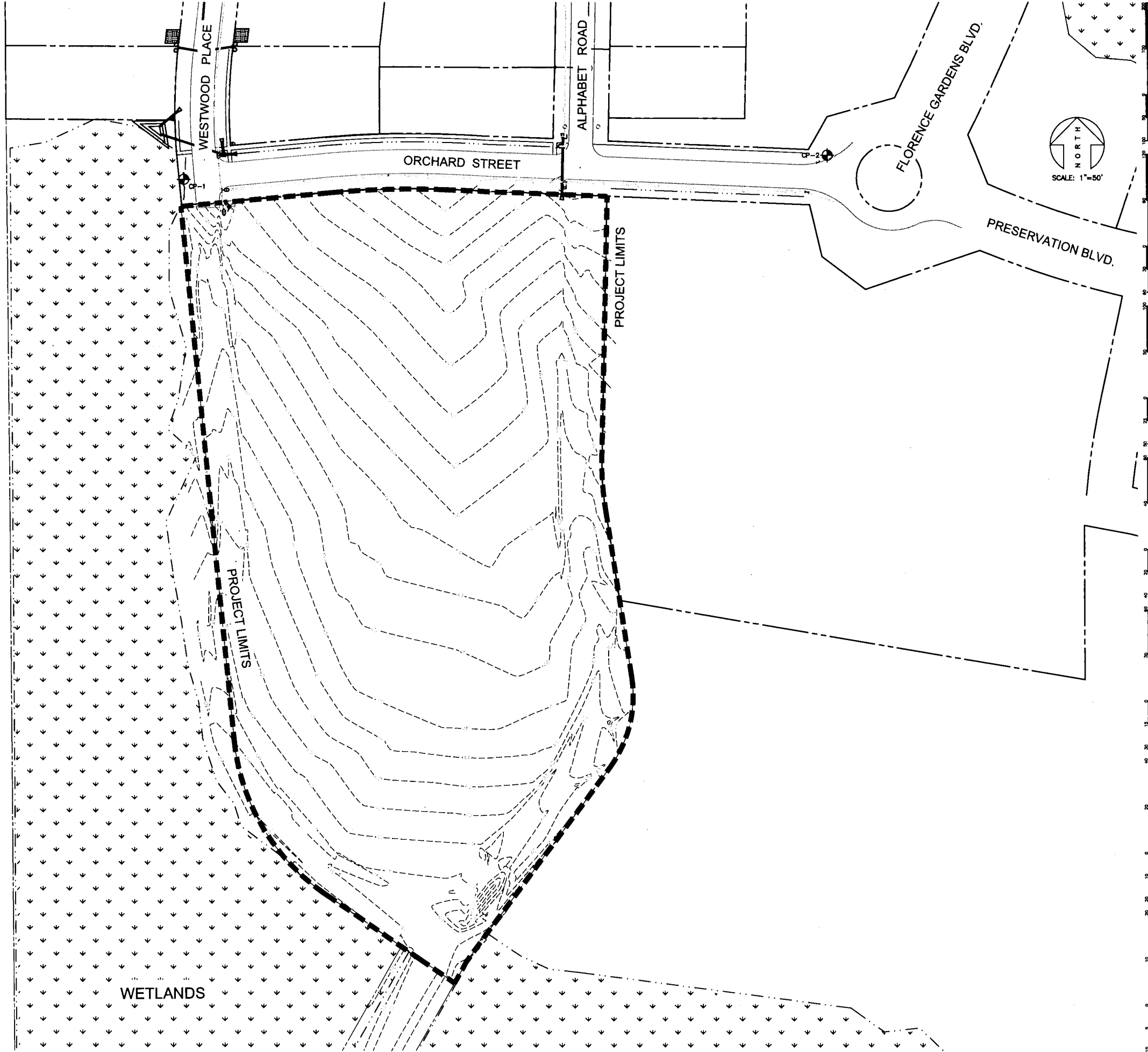
SHEET
C-002

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CP-1	DESCRIPTION
	IRON ROD SET
ELEV.	N=352473.78
SLO.07	E=912647.07

CP-2	DESCRIPTION
	IRON ROD SET
ELEV.	N=352500.10
54.33	E=913392.91





SEAL

PRELIMINARY

REV _____ DATE BY _____

FLORENCE GARDENS
PHASE VII
GULFPORT, MISSISSIPPI

EXISTING CONDITIONS & DEMOLITION PLAN

CAD: NLG
ENG: BJS
DATE: 1.4.2021
SCALE: 1"=50'
BMA#: 3405-21
FILE: \\3405-21\3405-21 SITE

SHEET

C-111

BROWN, MITCHELL
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(228)436-7612

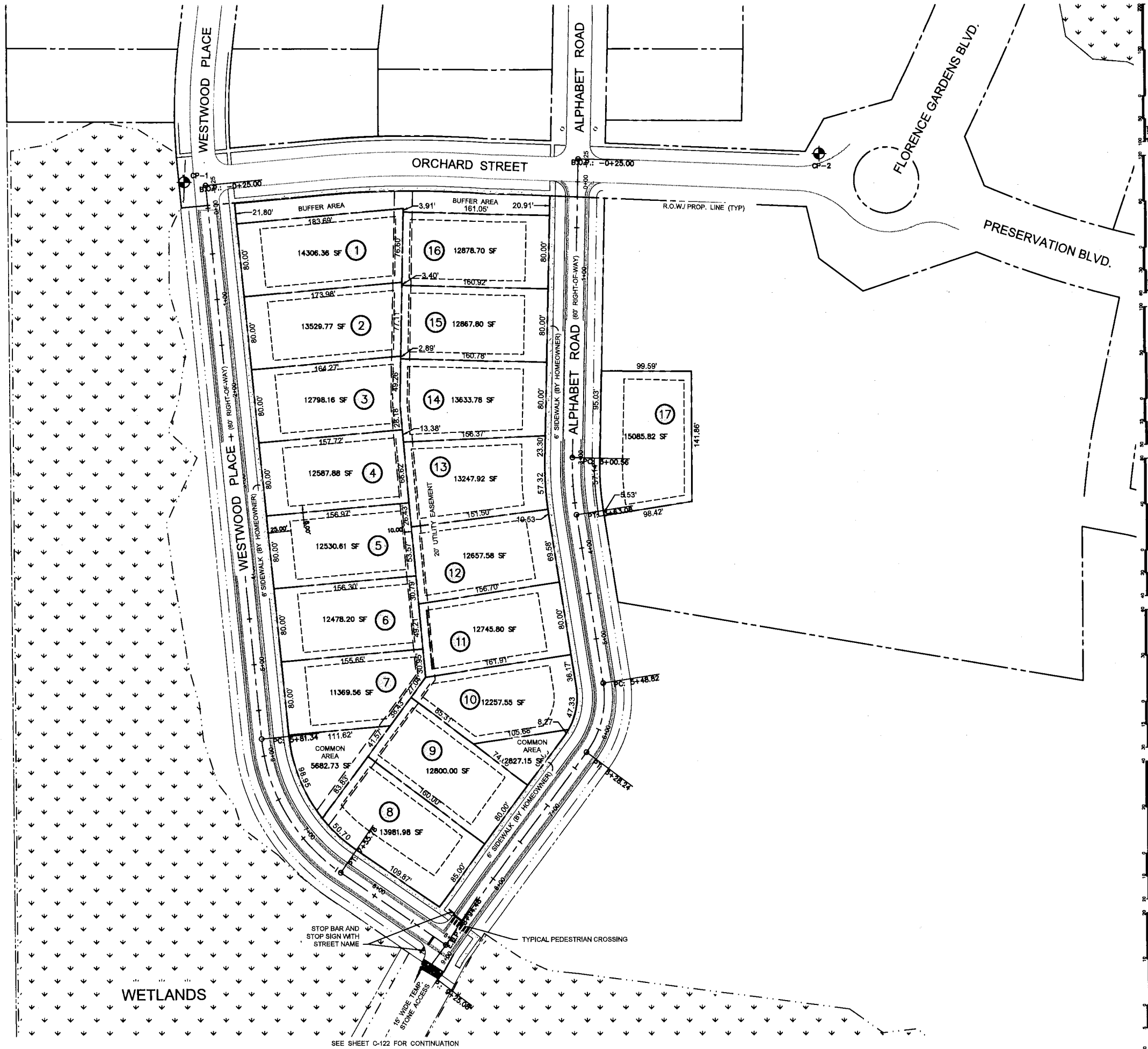
5221 Market Street
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CP-1	DESCRIPTION	CP-2	DESCRIPTION
IRON ROD SET ELEV. 90.07	N=352473.78 E=812847.07	IRON ROD SET ELEV. 94.33	N=352900.10 E=813392.91

NOTE: SEE SHEET C-301 FOR TYPICAL STREET SECTIONS



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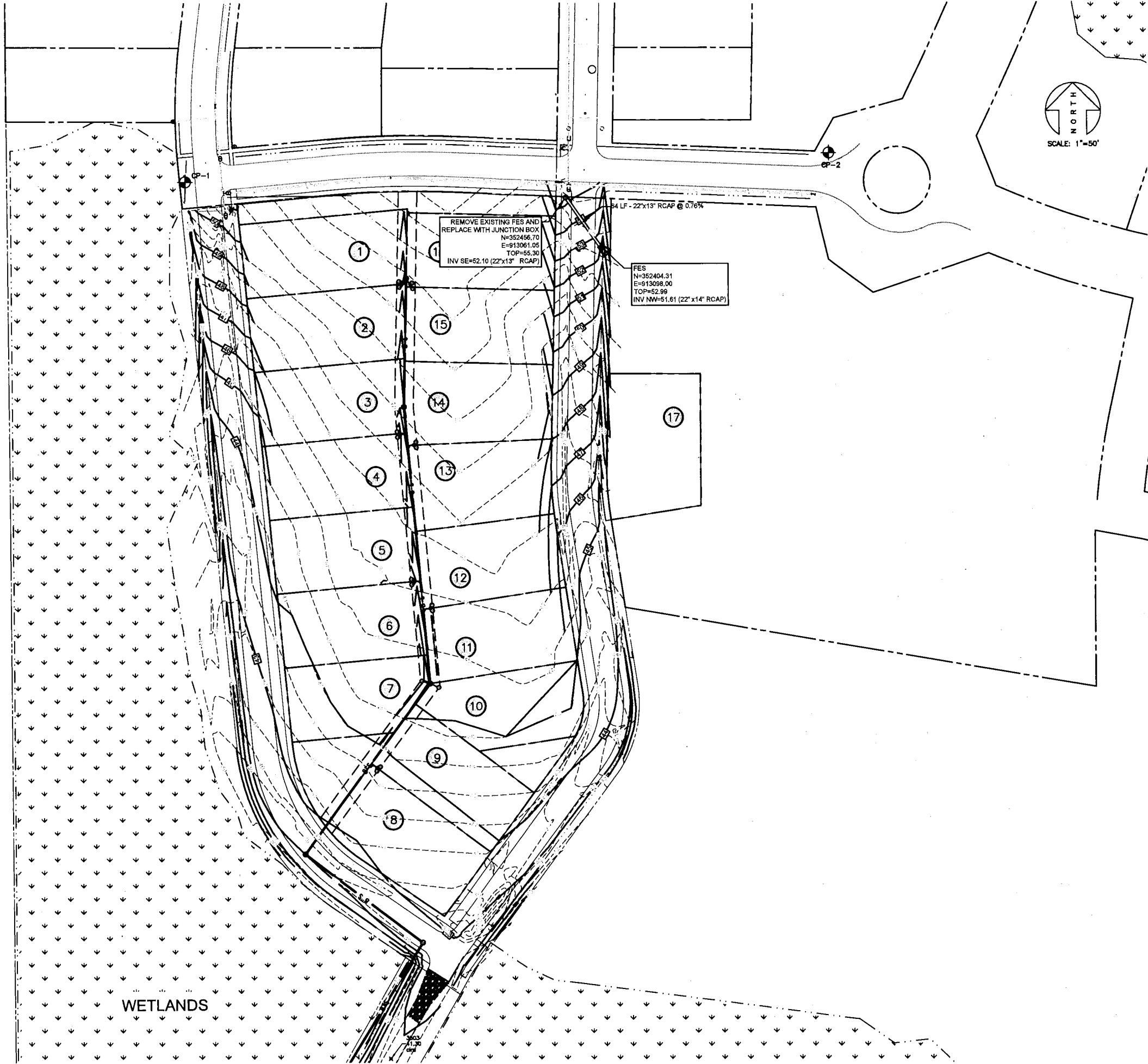
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ENG: BJS
DATE: 1.4.2021
SCALE: 1"=50'
BMA#: 3405-21
FILE: 3405-21 SITE

SHEET
C-121

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CP-1	DESCRIPTION
IRON ROD SET	
ELEV.	N=352473.78
	E=912847.07

CP-2	DESCRIPTION
IRON ROD SET	
ELEV.	N=352500.10
	E=913352.51



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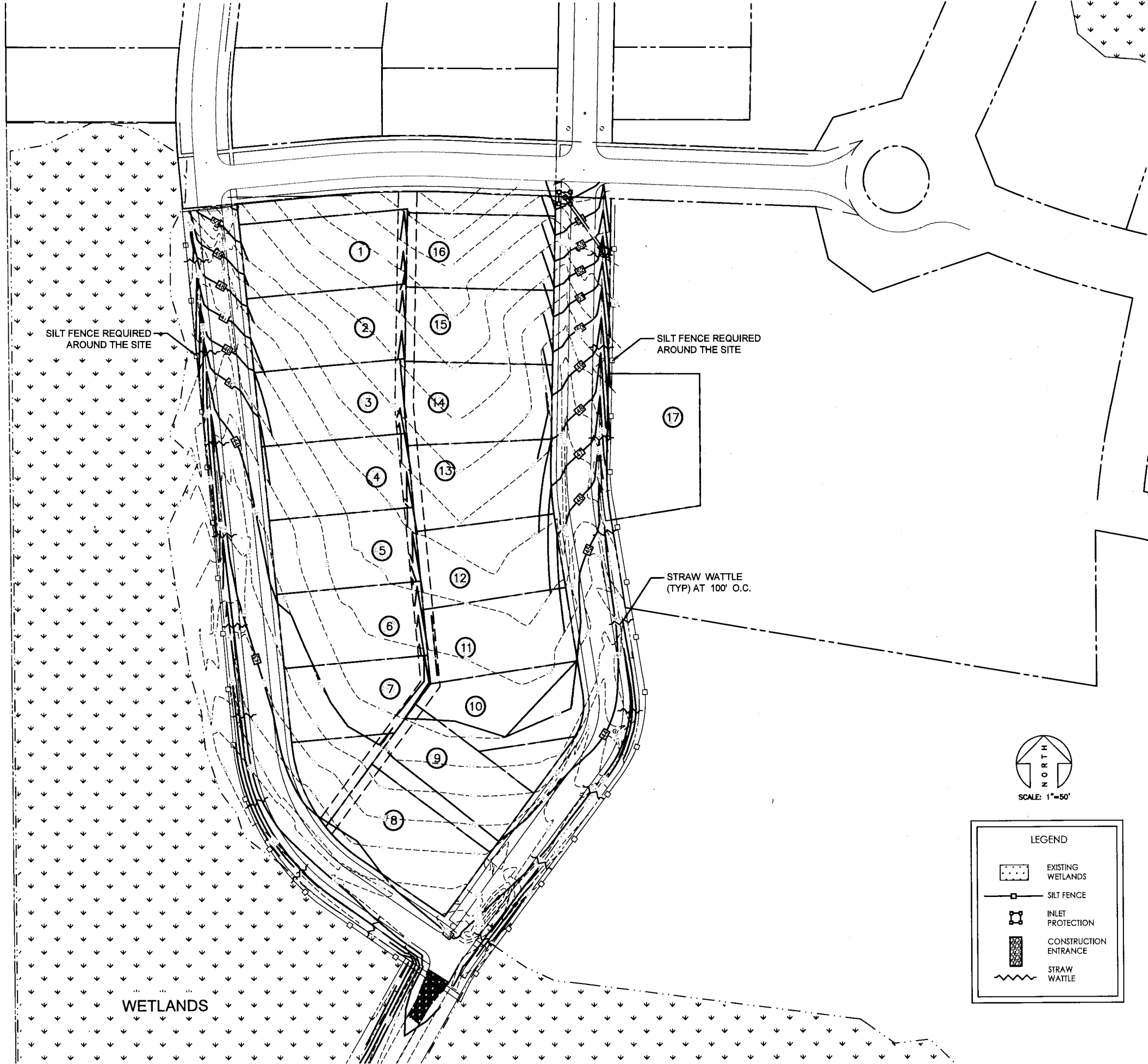
GRADING AND DRAINAGE PLAN

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DATE 1.4.2021 BUS
SCALE 1"=50'
BMA# 3405-21
FILE 3405-21 SITE

SHEET

C-131

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LEGEND

- EXISTING WETLANDS
- SILT FENCE
- INLET PROTECTION
- CONSTRUCTION ENTRANCE
- STRAW WATTLE



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DATE 1.4.2021
SCALE 1"=50'
BMA # 3405-21
FILE 3405-21 SITE

NLG
BJS
1.4.2021
1"=50'
3405-21
3405-21 SITE

SHEET

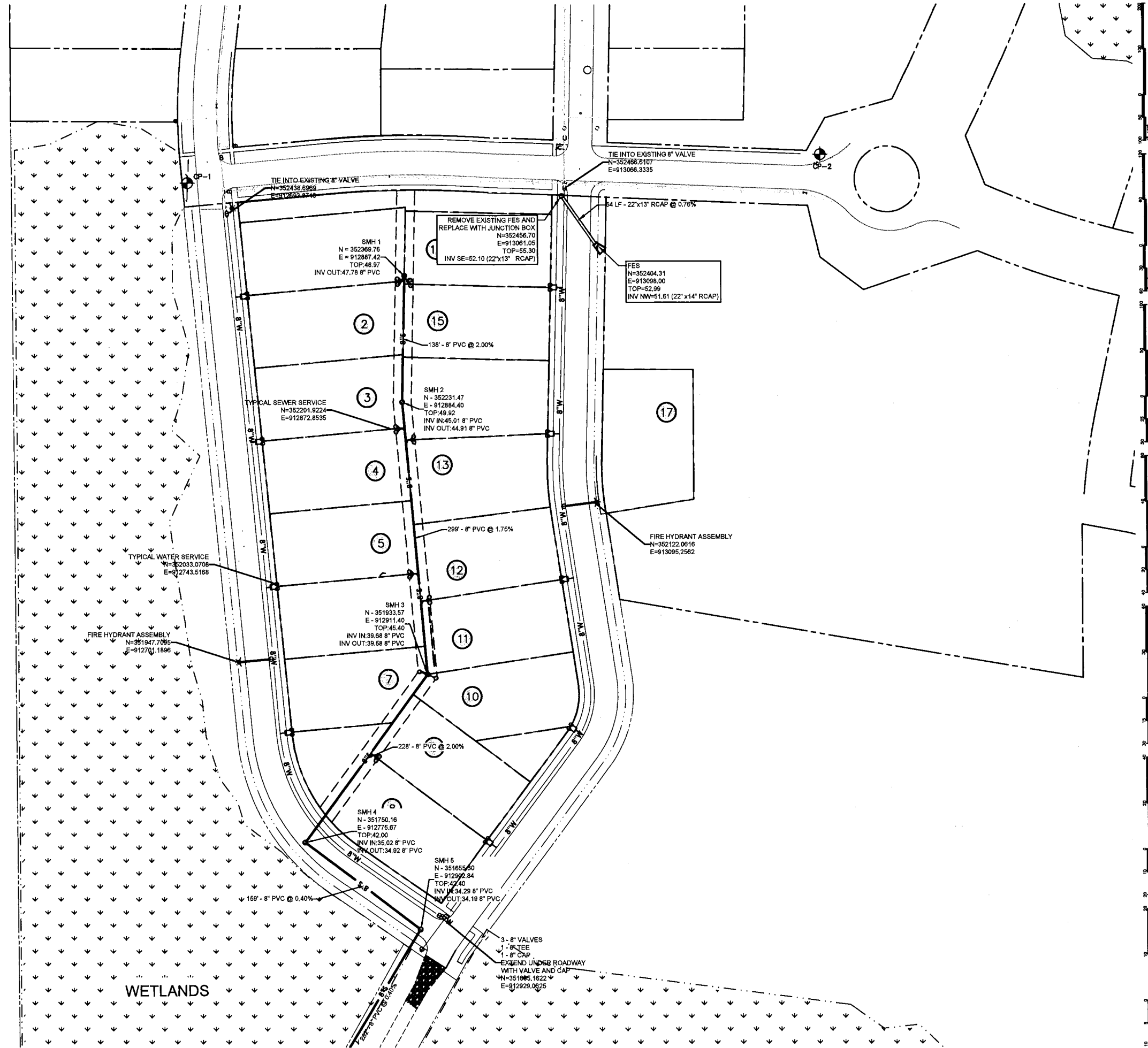
C-141

EROSION CONTROL PLAN

X



CP-2	DESCRIPTION
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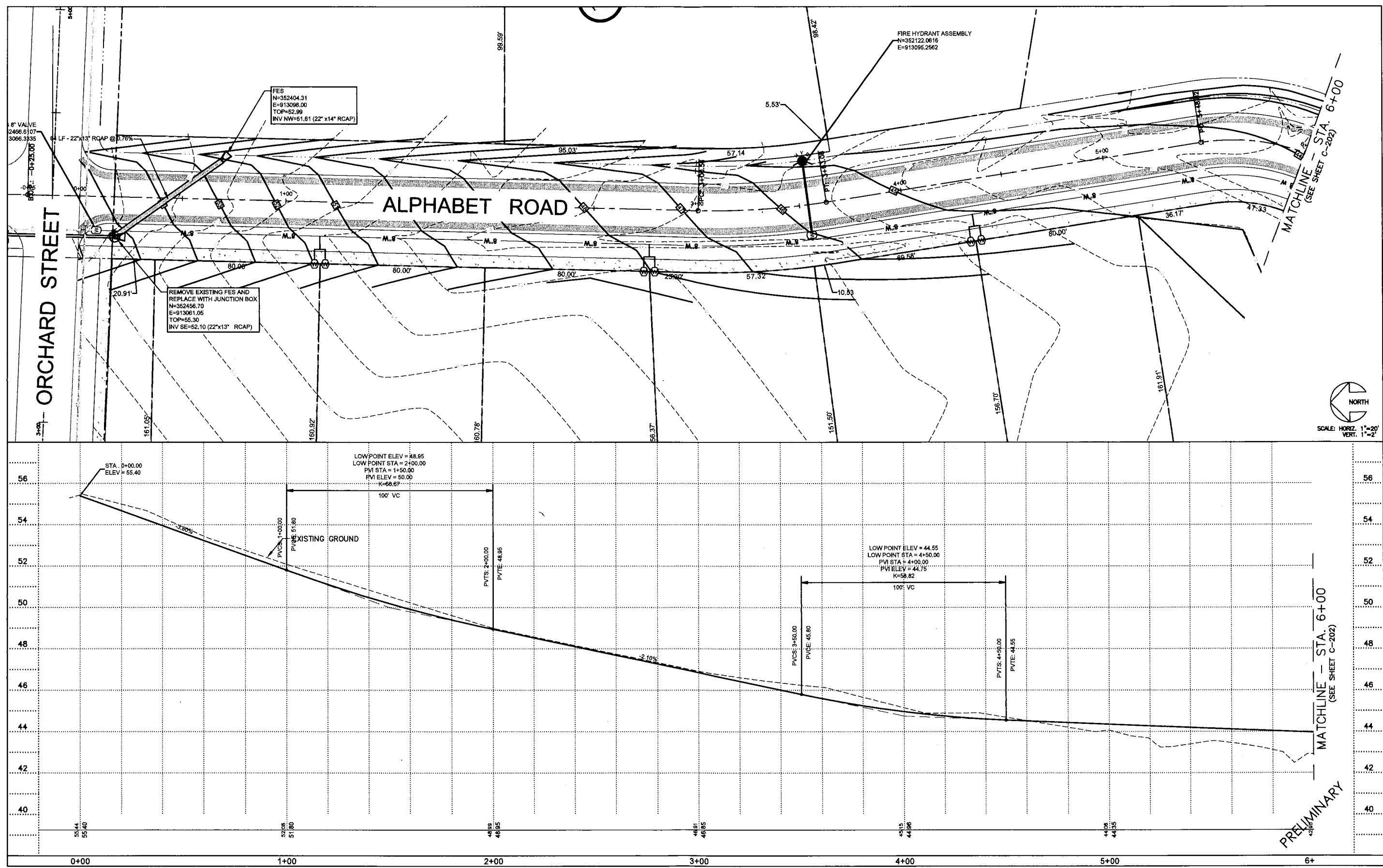


FLORENCE GARDENS PHASE VII GULFPORT, MISSISSIPPI SITE LAYOUT PLAN	CAD _____ NL ENG _____ B. DATE 1.4.2022 SCALE 1"=5' BMA# 3405- FILE 3405-21 SITE
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SEAL _____ REV _____ DATE _____ BY _____	bma BROWN, MITCHELL & ALEXANDER, INC. CONSULTING ENGINEERS
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401 Cowan Road, Sunnyvale, MS 39507 (228)864-7612 131 Rue Magnolia Biloxi, MS 39530 (228)436-7612	5251 Archer Street Ocean Springs, MS 39567 (228)864-7612 www.bmaengineers.com
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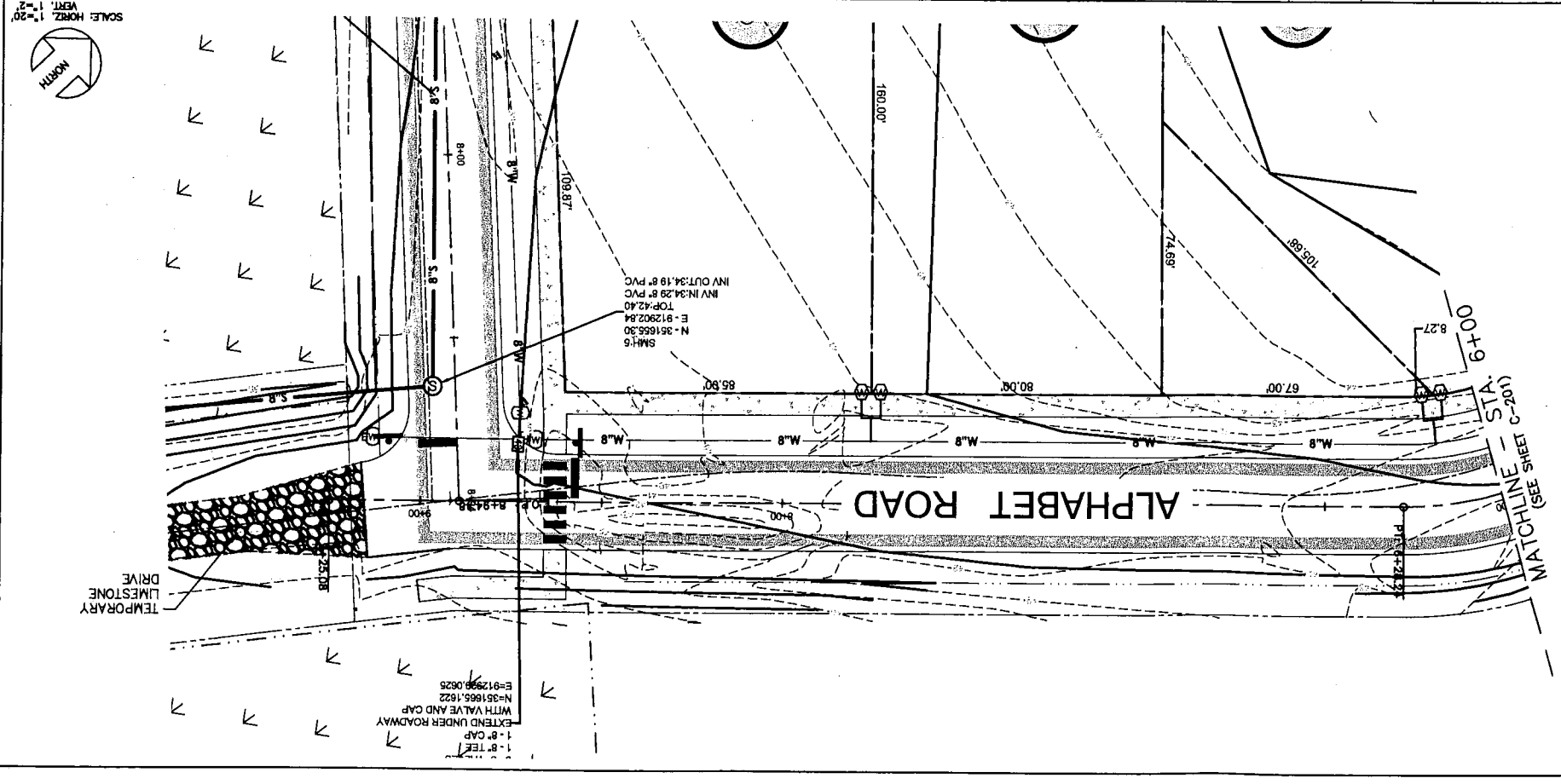
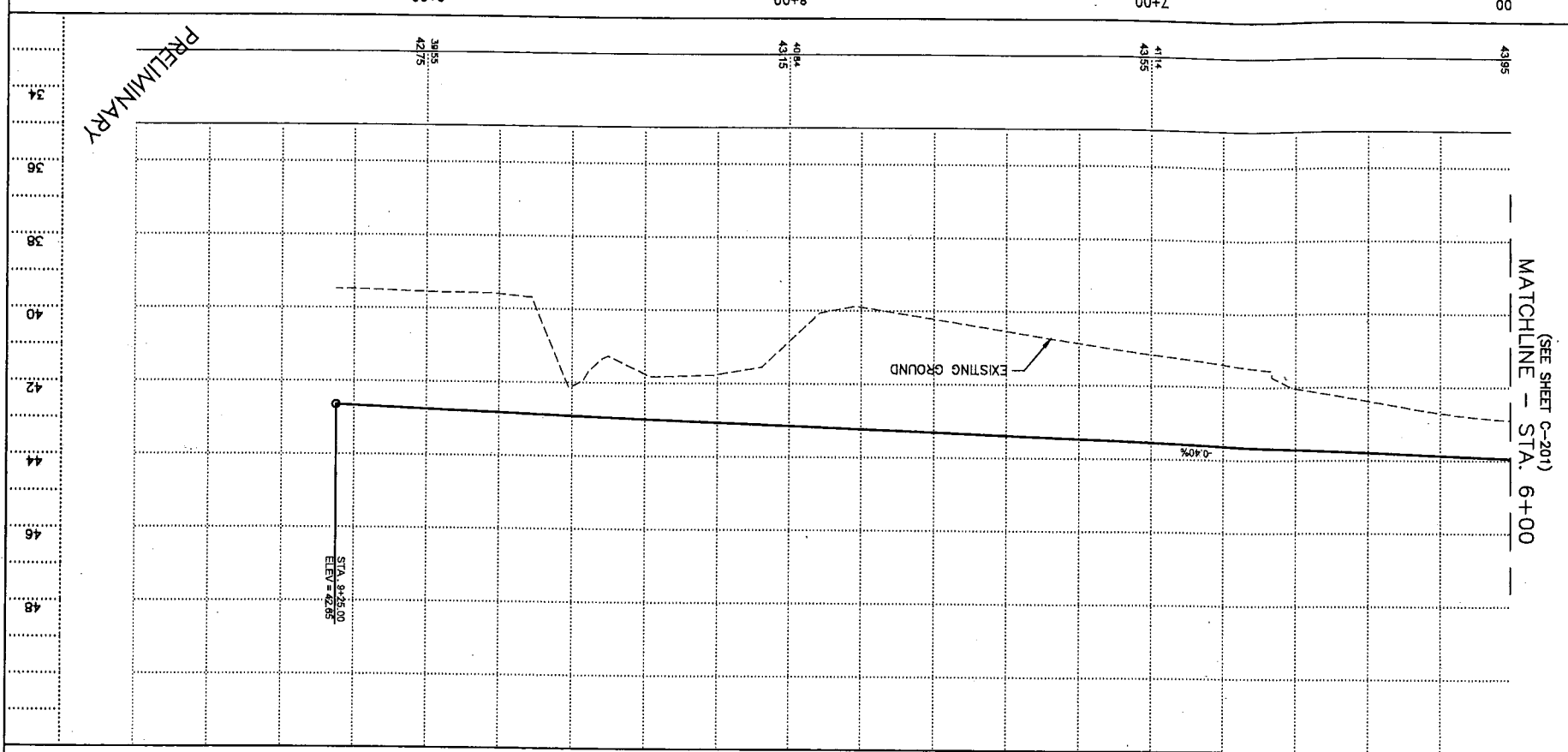
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALLEN, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



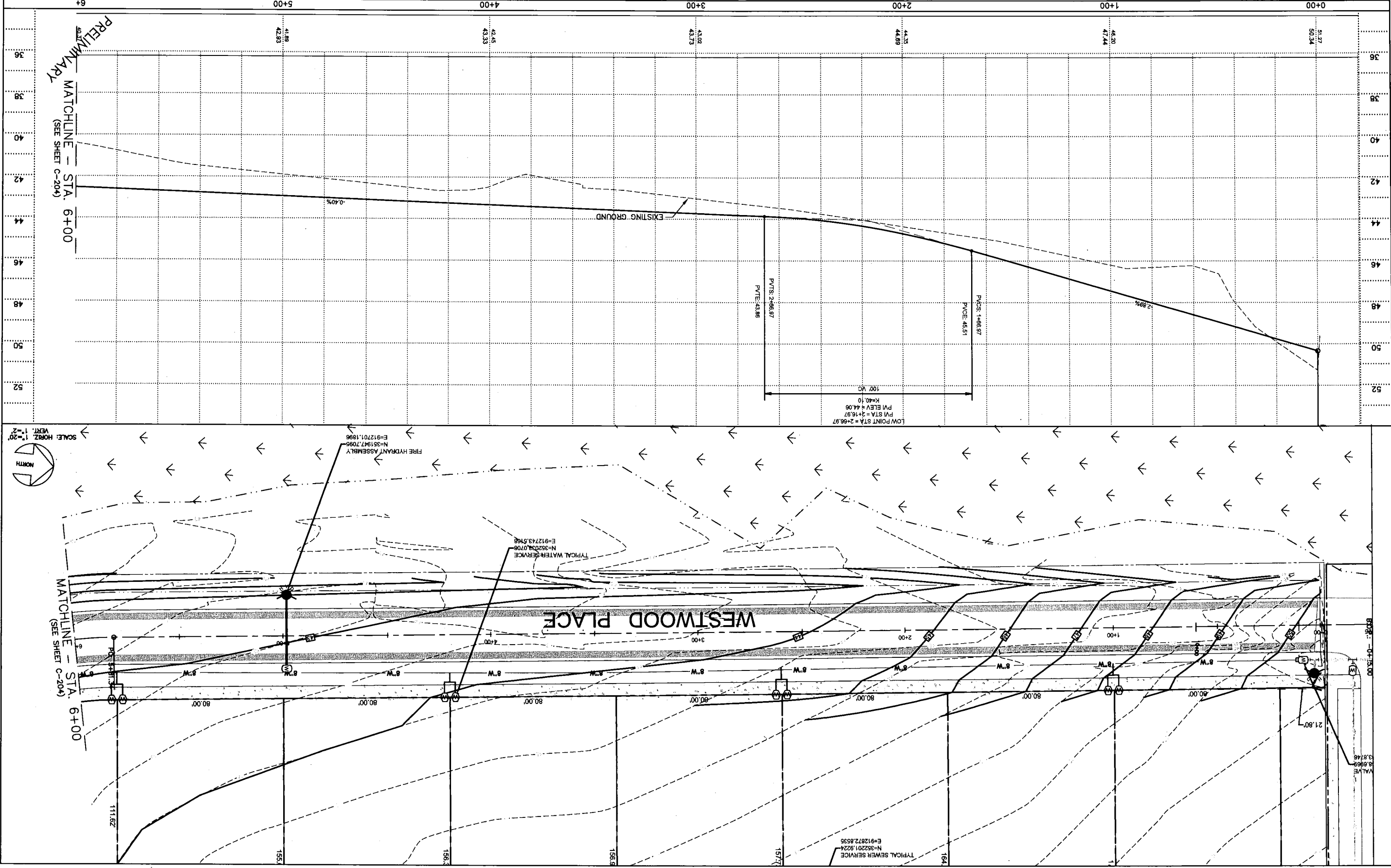
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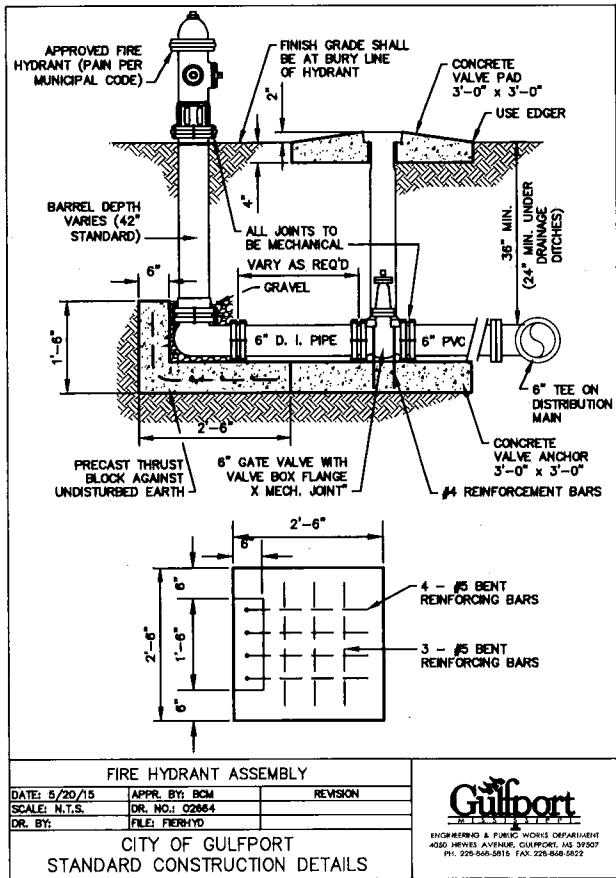
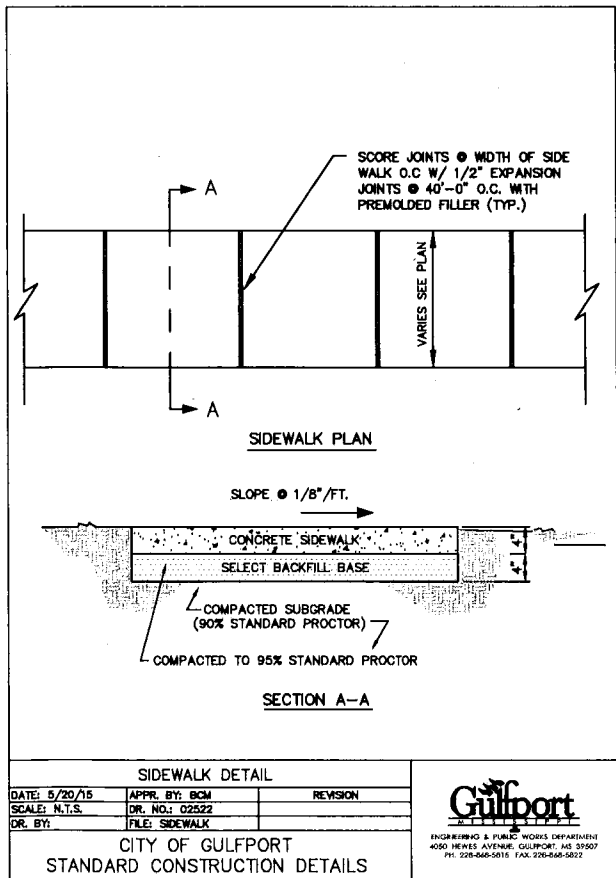
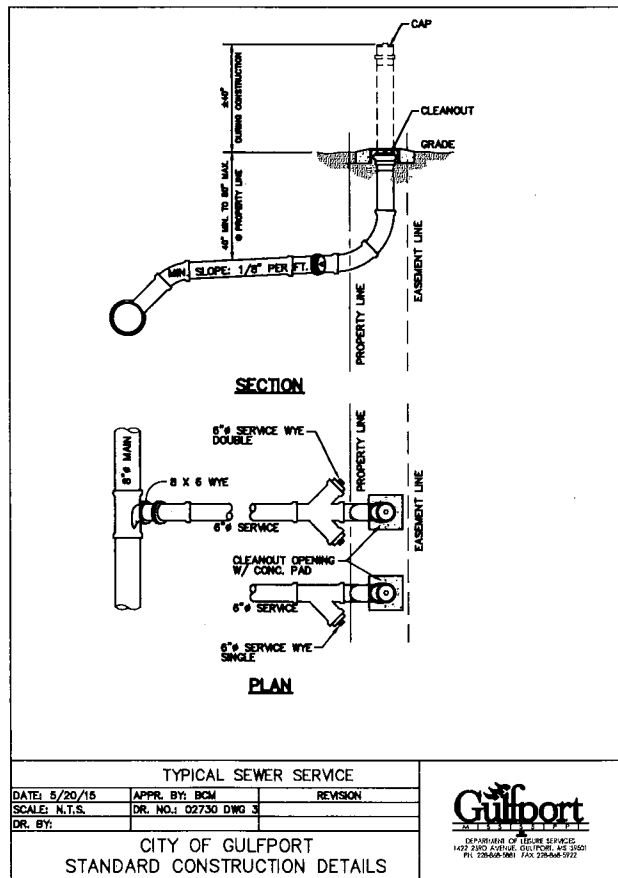
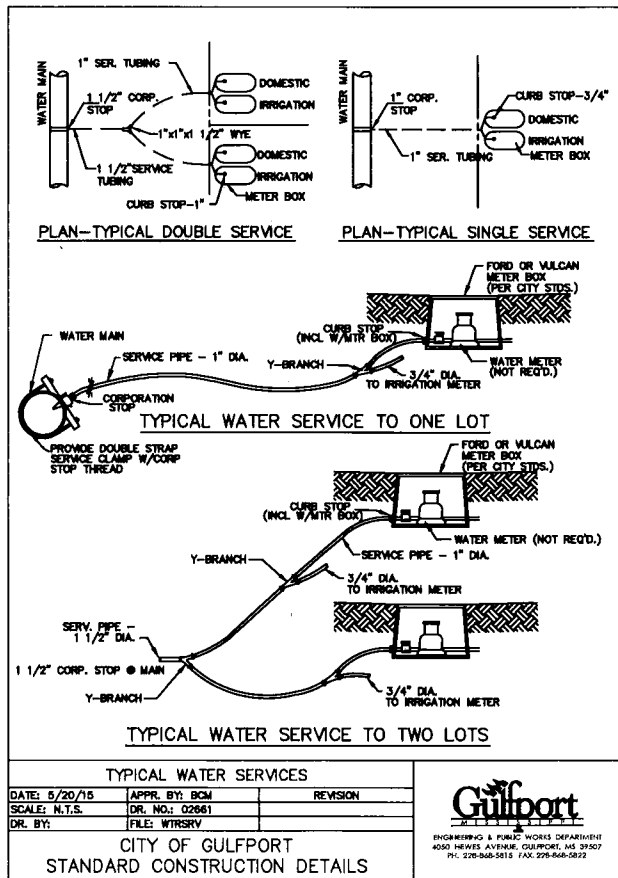
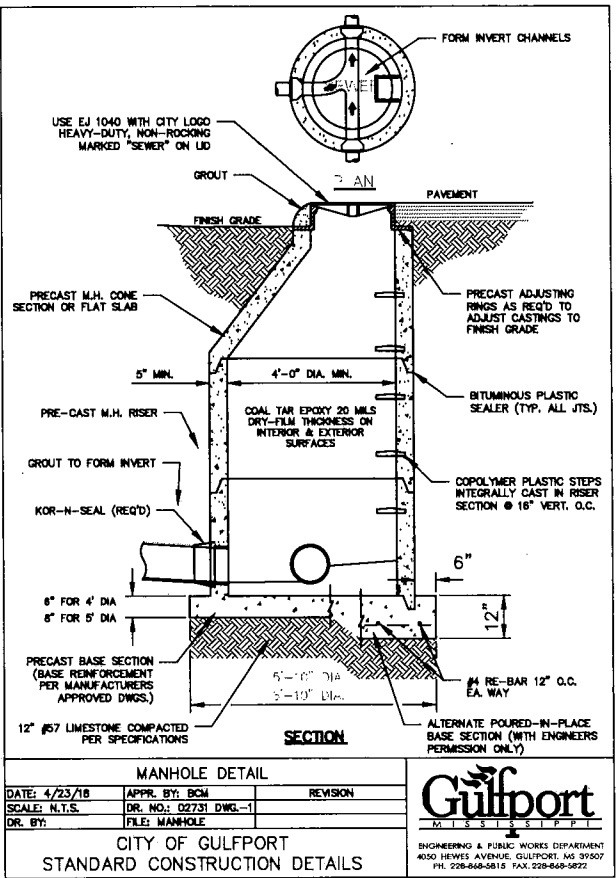
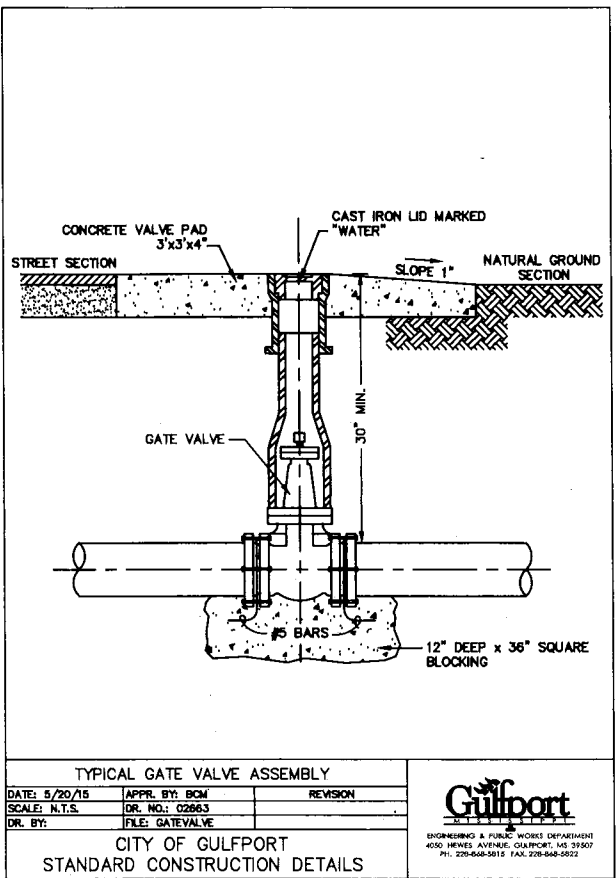
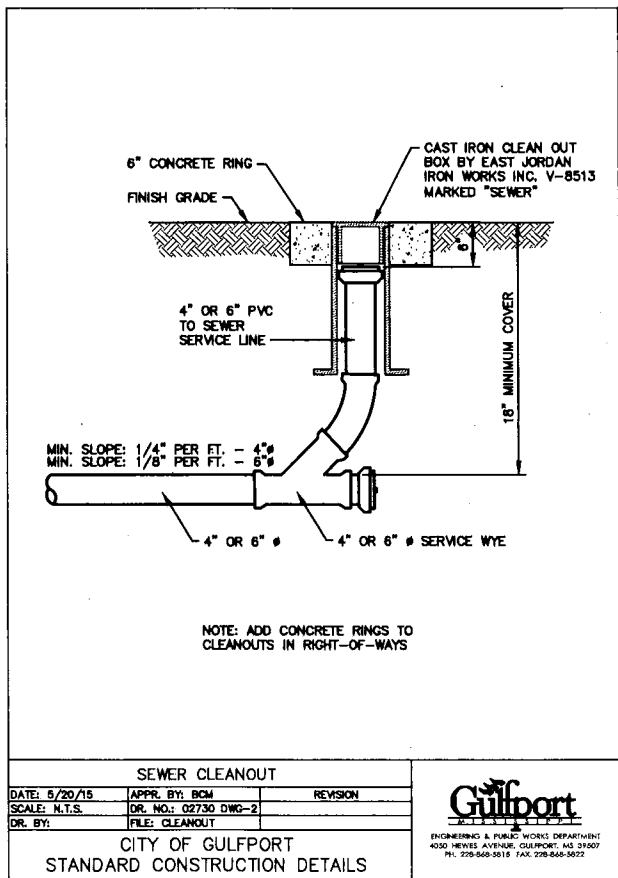
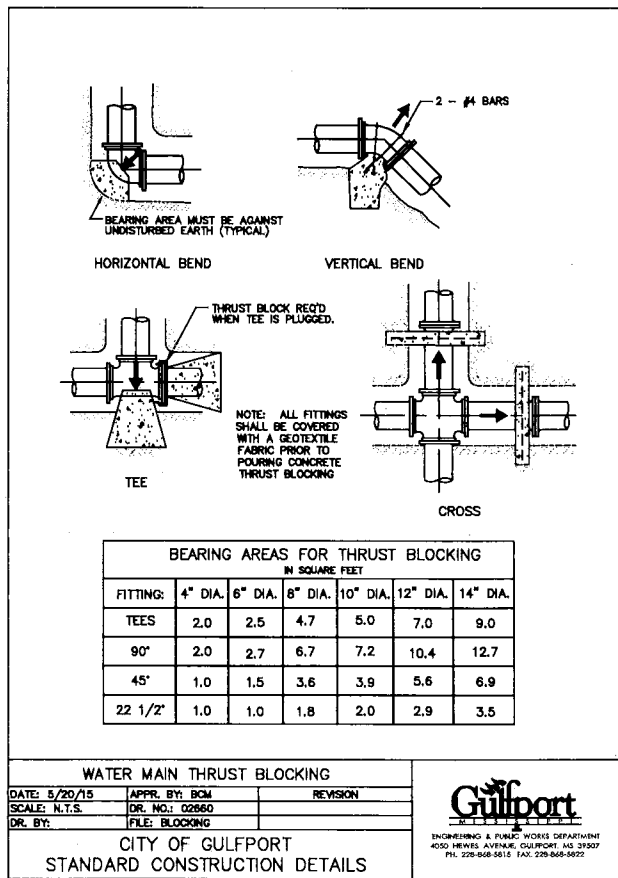
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PRELIMINARY

REV _____ DATE BY _____

FLORENCE GARDENS
PHASE VII
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD: NLG
ENG: BUS
DATE: 1.4.2021
SCALE: SHOWN
BMA #: 3405-21
FILE: \3405-21\3405-21 SITE

SHEET

C-502

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: | Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development
| Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III:

Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other "vertical" improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such "horizontal" improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the Parcel's addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV:	Review Procedure
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4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
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Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I: Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV: Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights. Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property. The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members. If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII: Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors.....	Section 6.12
Approval of General Assessments when increased more than 15%.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII: Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) **Other Motorized Vehicles.** The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) **Restrictions on the Use of Certain Vehicles.** All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) **Repair of Vehicles.** Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) **Sports Equipment.** Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 **Leasing.** Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:

Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



[Signature]
1st Judicial District
Instrument 2005 13959 D -J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: *[Signature]*
Martin C. Goldin, Member

3405H-09

~~3262-H~~

0908C-01-001,000
0908B-01-006,000

EXHIBIT A
Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

EXHIBIT A

Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2549.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°46'18"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

5

EXHIBIT A
Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

RE: General Plan 2102PC028, by agent Brown, Mitchell & Alexander, tax parcels 0908C-01-001.000 and 0908C-01-001.037, Approval for General Plan for 17-lot subdivision (Florence Gardens Phase VII), Orchard St, Zoned R-1-7.5, R-1-10, and R-1-15 (Single-family), 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 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

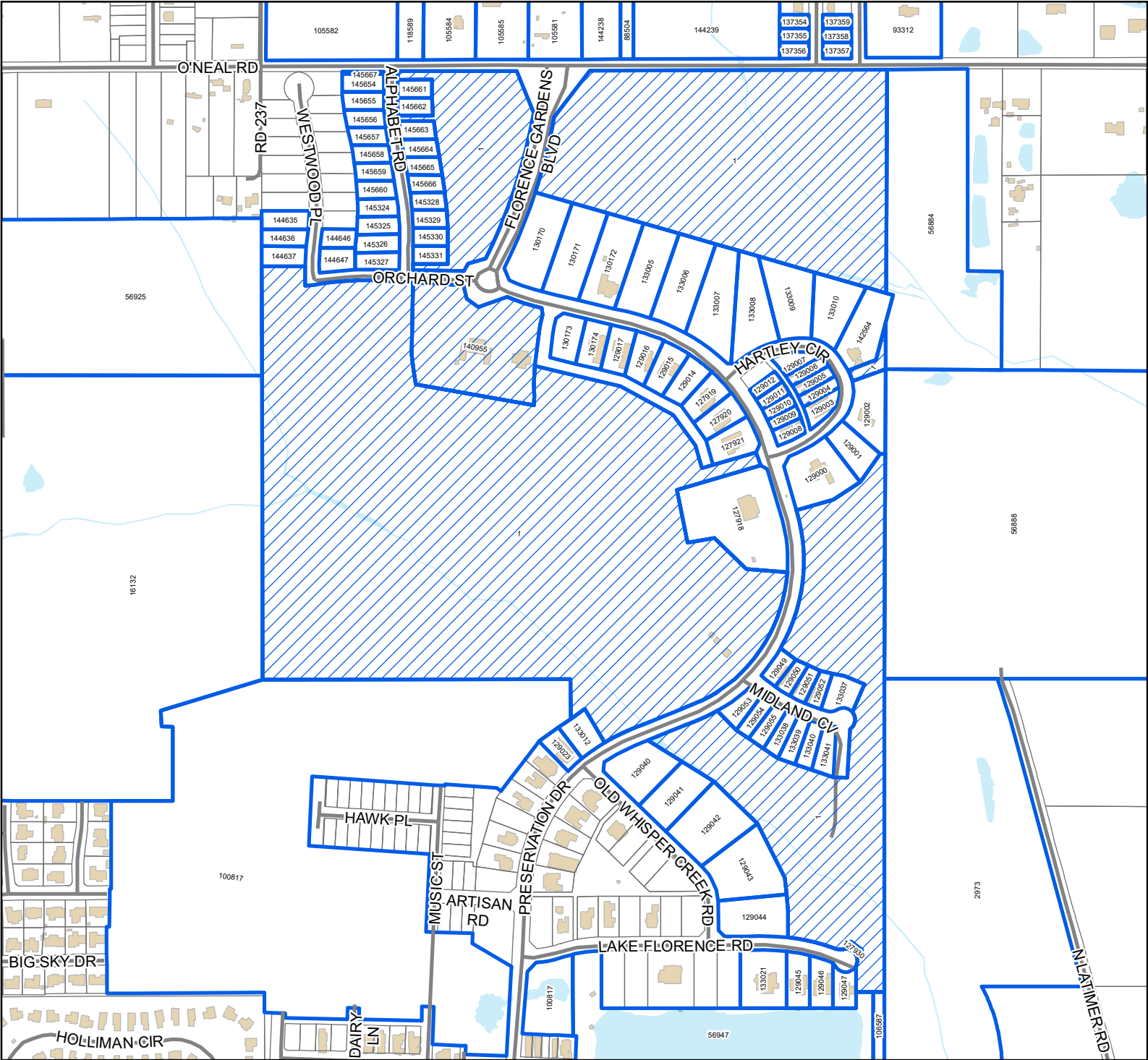
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at 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
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
			Brown, Mitchel & Alexander, Inc	131 Rue Magnolia	BILOXI	MS	39530
n			Adjacent Property Owners				
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129005	0908C-01-001.010	CHAPMAN ANDREW O & MARIANNA K	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O	2003 BOTTS DR	ARLINGTON	TX	76012
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	129001	0908C-01-001.006	CUTRER TERRY L & PAMELA S	4907-A COURTHOUSE RD	GULFPORT	MS	39507
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145324	0908C-01-001.059	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145327	0908C-01-001.062	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145658	0908C-01-001.071	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
n	145666	0908C-01-001.079	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503
n	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129054	0908F-01-039.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
n	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129012	0908C-01-001.017	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129053	0908F-01-038.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129041	0908F-01-028.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
n	129052	0908F-01-037.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
n	144637	0908C-01-001.048	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	144635	0908C-01-001.046	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	145665	0908C-01-001.078	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
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n	145659	0908C-01-001.072	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145663	0908C-01-001.076	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145664	0908C-01-001.077	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
n	145662	0908C-01-001.075	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503

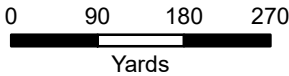
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	137359	0907N-01-001.062	GOLD COMPANIES LLC	196 BIENVILLE BLVD	BOURG	LA	70343
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
n	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	129045	0908F-01-032.000	HELMS MATTHEW D & KANDYCE C	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	129009	0908C-01-001.014	HINKEBEIN ANDREW & THECLA	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN JIM H & CONSORCIA S-TRUSTEES	14481 AUTUMN CHASE	GULFPORT	MS	39503
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	129011	0908C-01-001.016	SALLEY RONALD I & WANDA K	12448 PRESERVATION DR	GULFPORT	MS	39503
	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
n	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC DEPT 79	P O BOX 4579	HOUSTON	TX	77210
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET DR	GULFPORT	MS	39503
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
n	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503



Legend

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



1 inch = 600 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

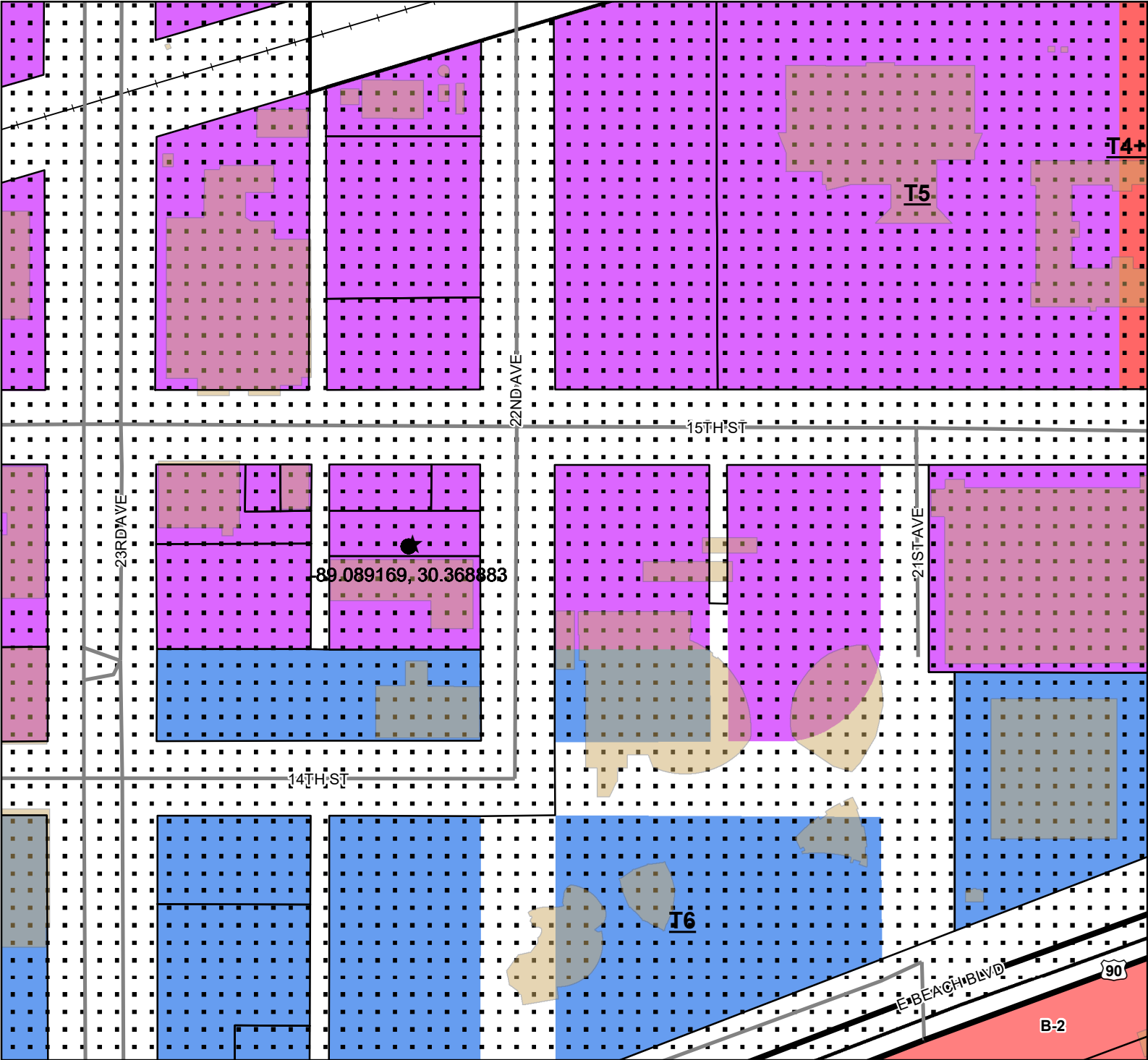
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Planning Commission Approval 2103PC031:

Planning Commission Approval 2103PC031, by agent Ashley Zito, Requests a small cell tower, 22nd Ave, Lat 30.368883, Long -89.089169, Zoned T-5 (Urban Center Zone), Ward 2



US or State Highway

Street

Railroad

Parcels

Buildings

Smart Code

T6

T5

T4+

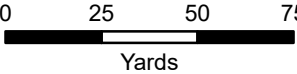
Zoning

B-2 - General Business District

Site Information

Zoning: T5 (Urban Zone Center)

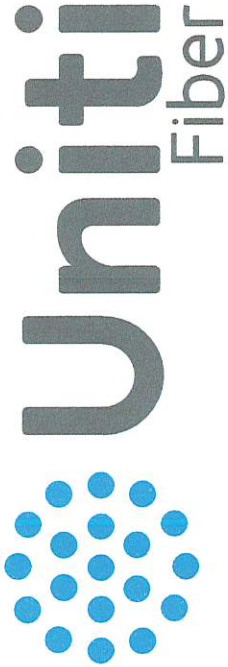
Flood: X, 0.2%



1 inch = 150 feet



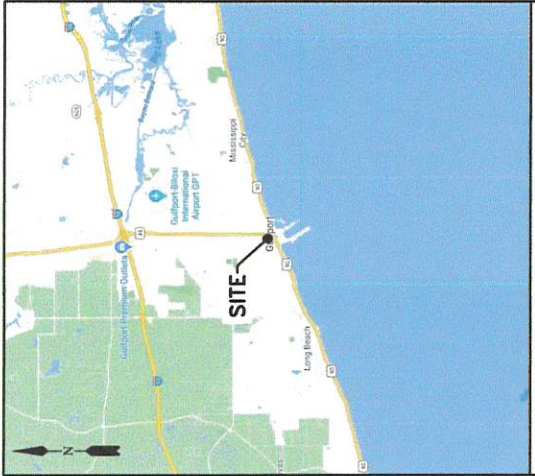
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SITE NAME: GULFPORT 3



VICINITY MAP (N.T.S.)



REGIONAL MAP (N.T.S.)



THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS SHALL BE THE PROPERTY OF TOWER ENGINEERING, INC. AND THEIR USE AND REPRODUCTION OR REUSE IN ANY MANNER, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM TOWER ENGINEERING, INC.

TOWER ENGINEERING, INC.
556 JEFFERSON ST.
SUITE 201
LAFAYETTE, LA 70501
(337) 886-7176 TEL.
2920 KINGMAN ST.
SUITE 201
METairie, LA 70006
(504) 756-3112 TEL.

REVISION		DESCRIPTION	BY	DATE
1	PRELIM. ISSUE	MDL	11/08/2020	
2	FINAL ISSUE	MDL	11/24/2020	

SITE NAME:
GULFPORT 3

SITE ADDRESS:
22ND AVENUE
GULFPORT, MS 39501



STAMP HERE:	11-24-20
DRAWN BY:	MDL
CHECKED BY:	DIA
DATE DRAWN:	10/13/2020
TEI JOB NO.:	2120-150A-1002-013
SHEET TITLE:	

TITLE SHEET
AND
PROJECT
INFORMATION

SHEET NUMBER:	T-1	REV. #	2
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DRAWING INDEX	
T-1	TITLE SHEET AND PROJECT INFORMATION
CIVIL:	
C-1	GENERAL NOTES
C-2	SITE PLAN
C-2A	ENLARGED SITE PLAN
C-3	TOWER ELEVATION
C-4	TRAFFIC CONTROL PLAN
C-5	PEDESTRIAN SAFETY PLAN
ELECTRICAL:	
E-1	GENERAL ELECTRICAL AND GROUNDING NOTES
E-2	ELECTRICAL AND GROUNDING DETAILS
E-3	GROUNDING AND WELD CONNECTION DETAILS
SITE SURVEY:	
S-1	SITE SURVEY

PROJECT INFORMATION	
LATITUDE:	30.368883°
LONGITUDE:	-89.089169°
JURISDICTION:	HARRISON COUNTY
TYPE OF OCCUPANCY:	U
BUILDING CODE:	2015 IBC
ENGINEER:	TOWER ENGINEERING, INC. SUITE 201 LAFAYETTE, LA 70501 TEL (337) 886-7176
PROJECT DESCRIPTION	
INSTALL NEW 36.6' STEEL POLE FOR A WIRELESS SMALL CELL SYSTEM TO BE CONSTRUCTED, OWNED AND OPERATED BY UNITI FIBER.	



Know what's below
Call before you dig.

TEAM SIGNOFF:	
LAND OWNER/TOWER OWNER	DATE
SITE ACQUISITION AGENT	DATE
ZONING/PERMITTING AGENT	DATE
A&E MANAGER	DATE
CONSTRUCTION MANAGER	DATE
RF ENGINEERING	DATE
EQUIPMENT	DATE
TELCO	DATE
CONTRACTOR NOTE: CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.	

APPLICABLE BUILDING CODES AND STANDARDS:	
1.	CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY. HAVING JURISDICTIONS (AUI) FOR THE LOCATION. THE EDITION OF THE AUI ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
2.	CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS: AMERICAN CONCRETE INSTITUTE (ACI) 318 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA 222-G) STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
3.	INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT.
4.	IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE").
5.	ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION.
6.	FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.
7.	HANDICAP REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ADA ACCESS REQUIREMENTS DO NOT APPLY.
8.	OTHER REQUIREMENTS: THIS FACILITY HAS NO PLUMBING OR PARKING.
9.	ALL WORK SHALL BE ACCOMPLISHED AS PER ALL APPLICABLE STATE, LOCAL AND NATIONAL CODES. CURRENTLY THESE CODES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: INTERNATIONAL BUILDING CODE (OR LOCAL ACCEPTED CODE) AMERICAN INSTITUTE OF STEEL CONSTRUCTION: SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AMERICAN CONCRETE INSTITUTE: BUILDING CODE REQUIREMENTS OF REINFORCED CONCRETE AMERICAN WELDING SOCIETY: STRUCTURAL WELDING CODE - STEEL TOWER DESIGN: TIA 222 SPECIFICATIONS

GENERAL NOTES:

- VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
- IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO WORKING HOURS. CONTRACTOR AGREES TO CONDUCT ALL WORK IN ACCORDANCE WITH ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS, REGARDLESS OF LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
- ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
- CONSTRUCTION MANAGER WILL CONFIRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
- THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND OTHER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
- ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
- RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
- FOR THE PURPOSE OF THESE CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:
OWNER: SOUTHERN LIGHT/UNITI FIBER
PROJECT MANAGER: SOUTHERN LIGHT/UNITI FIBER OR DESIGNATED ALTERNATE
LESSEE: SOUTHERN LIGHT/UNITI FIBER
- CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THIS SITE.
- UTILITY CHECK – BEFORE COMMENCING ANY WORK AT THE SITE, CONTACT THE ONE CALL SYSTEM IN THE STATE IN WHICH UNDERGROUND WORK IS BEING DONE. REFER TO ONE CALL NOTE ON THE SITE PLAN.
- CARE SHALL BE TAKEN TO PROTECT THE SITE AND THE SURROUNDING AREA FROM FIRE HAZARD DURING 'HOT' OPERATIONS. ADEQUATE EQUIPMENT, PERSONNEL AND EMERGENCY COMMUNICATIONS SHALL BE PROVIDED TO PROTECT LIFE AND PROPERTY IN AND SURROUNDING THE CONSTRUCTION SITE.
- ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND CONCRETE PIERS SHALL BE FILLED BY END OF DAY.
- VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OR INSTALLATION OF MATERIALS.
- COMPLETE SHOP DRAWINGS SHALL BE PROVIDED FOR ALL FABRICATED ITEMS FOR REVIEW PRIOR TO FABRICATION. DRAWINGS CONTAINED IN THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR SHOP DRAWINGS.
- ALL BIDDERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.
- THE BUILDER/CONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, PERMITS, INSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANY AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.
- THIS BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FACILITIES AND SHALL REPLACE OR REPAIR TO THE ORIGINAL CONDITION AS DETERMINED BY THE PROJECT MANAGER.
- CUT AND PATCH ANY AREAS WHERE REQUIRED BY THE SCOPE OF THIS PROJECT. MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FALLS OUTSIDE OF THE LIMITS OF THIS CONTRACT.
- THE OWNER OF THE SITE RETAINS SALVAGE RIGHTS TO ALL MATERIALS AND EQUIPMENT REMOVED FROM THE EXISTING WORK. MATERIALS AND EQUIPMENT NOT CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE BUILDER/SUBCONTRACTOR WHO SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE REMOVAL AND APPROPRIATE DISPOSAL THEREOF.
- DIMENSIONS NOTED AS '+/-' OR 'VERIFY' ARE BASED ON MATCHING EXISTING CONDITIONS AND MAY VARY SLIGHTLY FROM THE DIMENSIONS AS SHOWN. NOTIFY THE PROJECT MANAGER IF SIGNIFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.
- DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.
- THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL TIMES DURING HOURS OF OPERATION AND WHEN THE SITE IS UNATTENDED. WORK WITH THE OWNERS REPRESENTATIVE FOR SAFETY AND SECURITY AT ALL TIMES.
- CONTRACTORS SHALL BE REQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH NO ADDITIONAL COST TO THE JOB.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH VERIZON REPRESENTATIVES TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THIS DRAWING TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.

SITE DEVELOPMENT AND FINISHING NOTES:

- ALL CUT AND FILL SLOPES SHALL BE 3 : 1 MAXIMUM.
- DIGGING AND EXCAVATION – HAND DIG ALL EXCAVATIONS AND TRENCHES IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND RODS, POWER/TELCO CABLES OR OTHER BURIED UTILITIES.
- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
- COLLOCATION SITE FINISHING – UNLESS OTHERWISE DIRECTED BY THE LESSEE'S PROJECT MANAGER, AREAS OF COMPOUND EXPANSION OR SPACE LOCATED WITHIN THE LEASED AREA SHALL BE FINISHED TO THE SAME STANDARD AS THE BALANCE OF THE EXISTING COMPOUND OR AT THE SOLE DISCRETION OF THE PROJECT MANAGER. THE FINISH STANDARD OF THE LESSEE SHALL BE PROVIDED. REFER TO ITEM #5.
- LESSEE SITE FINISH STANDARD – PROVIDE A MINIMUM 4" THICK LAYER OF CRUSHED STONE (APPROX. 1" DIAMETER W/O FINES) OVER 6 MIL. WEED BARRIER, OVER 6" COMPACTED BASE. FILL MATERIAL SHALL BE EQUAL TO CRUSHED LIMESTONE CONFORMING TO STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR TYPE 'A' GRADE 2 MATERIAL COMPACTED TO 95% PROCTOR DENSITY OVER A COMPACTED SUB-GRADE THAT WAS SCARIFIED AND RECOMPACTED TO 95% PROCTOR DENSITY.
- REPAIR/REPLACE – AT NO ADDITIONAL EXPENSE TO THIS CONTRACT, ANY CONSTRUCTION RELATED DAMAGE TO ANY EXISTING SITE ELEMENTS OR FINISHES WITHIN THE COMPOUND, IN ADJACENT AND/OR ALONG ROUTES TO THE WORK AREA, HOWEVER INCIDENTAL TO THE PROSECUTION OF THE WORK, SHALL BE PUT IN A PRECONSTRUCTION CONDITION TO THE SATISFACTION OF THE LESSEE'S PROJECT MANAGER.
- CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
- BACK FILL SHALL BE:
 - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;
 - FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
 - IN LAYERS AND COMPACTED.
- BACKFILL – ALL BORROWED FILL MATERIAL SHALL BE EQUAL TO STATE SPECIFICATION FOR TYPE A, GRADE 1 OR 2, COMPACTED TO 95% PROCTOR DENSITY, WHERE TRENCHING IS REQUIRED, BACKFILLING WITH MATERIALS EXCAVATED FROM THE TRENCH WILL BE PERMITTED UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER. ALL TRENCH BACKFILLING SHOULD BE COMPACTED IN LIFTS NOT TO EXCEED 6" COMPACTED DEPTH AND TO 95% PROCTOR DENSITY FLUSH TO THE SURFACE OF THE FINISHED COMPACTED SUB-GRADE.
- SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPRINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO <15% OF MAXIMUM DENSITY. AT THE END OF EACH DAY, THE FOUNDATION SHALL BE COVERED WITH A MINIMUM 4" DEEP LAYER OF CRUSHED STONE. THE FOUNDATION MOISTURE CONTENT +/-2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SUCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
- THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
- CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
- FILL PREPARATION: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILL. FILL STOP AS BREAKING SURFACES. STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL. SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE WHEN SUBGRADE OR EXISTING SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL. BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
- REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACED TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL FILL MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SURFACE ELEVATIONS. DISPOSED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED ELECTED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
- PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAUNAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- THE AREA IMMEDIATELY AROUND NEW EQUIPMENT SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCE.



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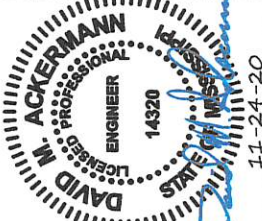
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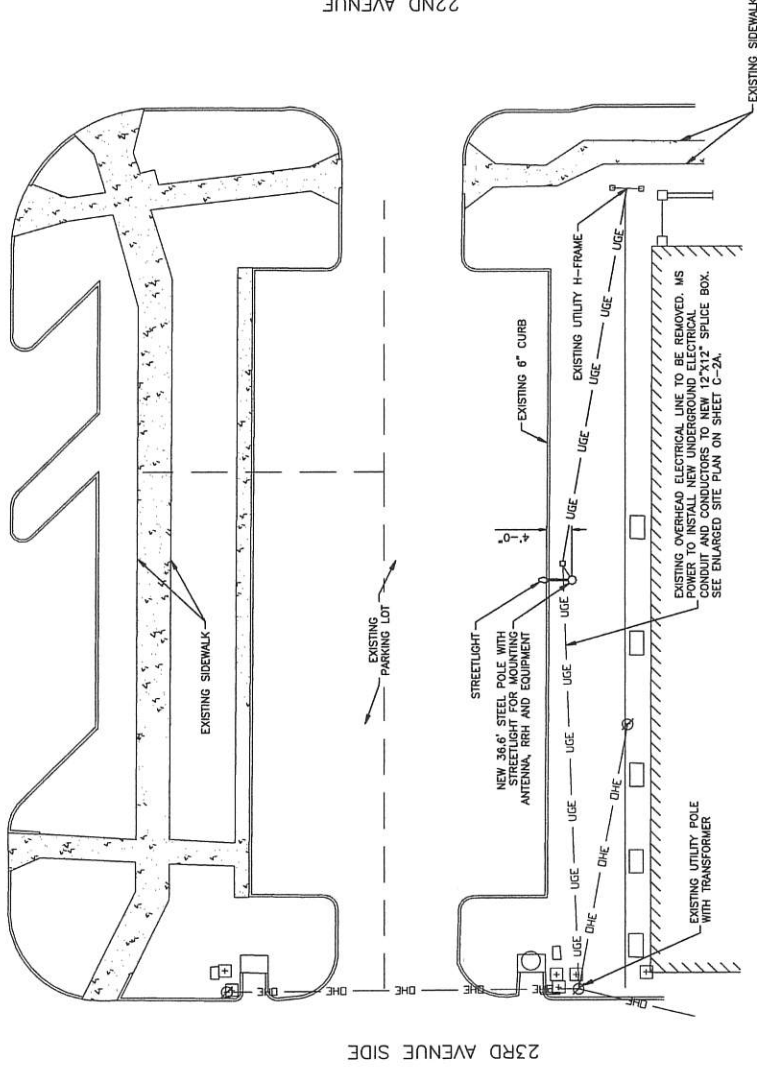
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GENERAL NOTES

SHEET NUMBER:
C-1
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2



NOT TO SCALE



14TH STREET SIDE

SHEET 1111E:

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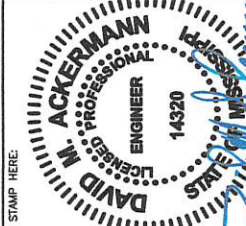
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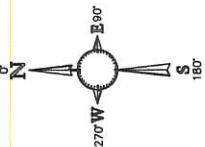
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ENLARGED
SITE PLAN

SHEET NUMBER:	C-2A	REV. #	2
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EXISTING
PARKING LOT

STREETLIGHT

NEW 35.6' STEEL POLE WITH STREETLIGHT FOR
MOUNTING ANTENNA, RRH AND EQUIPMENT
(LAT: 30.368883°, LONG: -89.089169°)

EXISTING 6" CURB

EXISTING UNDERGROUND ELECTRICAL CONDUIT FROM NEW
12"x12" SPLICE BOX TO UTILITY H-FRAME ON 22ND AVE.

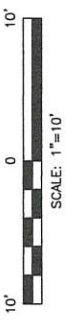
MS POWER TO PROVIDE AND INSTALL
12"x12" SPLICE BOX

UNITI FIBER TO PROVIDE AND INSTALL
12"x12" SPLICE BOX

MS POWER TO PROVIDE AND INSTALL UNDERGROUND
ELECTRICAL CONDUIT FROM EXISTING UTILITY POLE
WITH TRANSFORMER TO 12"x12" SPLICE BOX. EXISTING
OVERHEAD ELECTRICAL LINE TO BE REMOVED.

EXISTING UTILITY POLE
WITH TRANSFORMER

ENLARGED SITE PLAN



NOTE:
UPON COMPLETION OF CONSTRUCTION THE
PROPERTY SHALL BE RESTORED TO ITS
PRE-EXISTING CONDITION PRIOR TO CONSTRUCTION.



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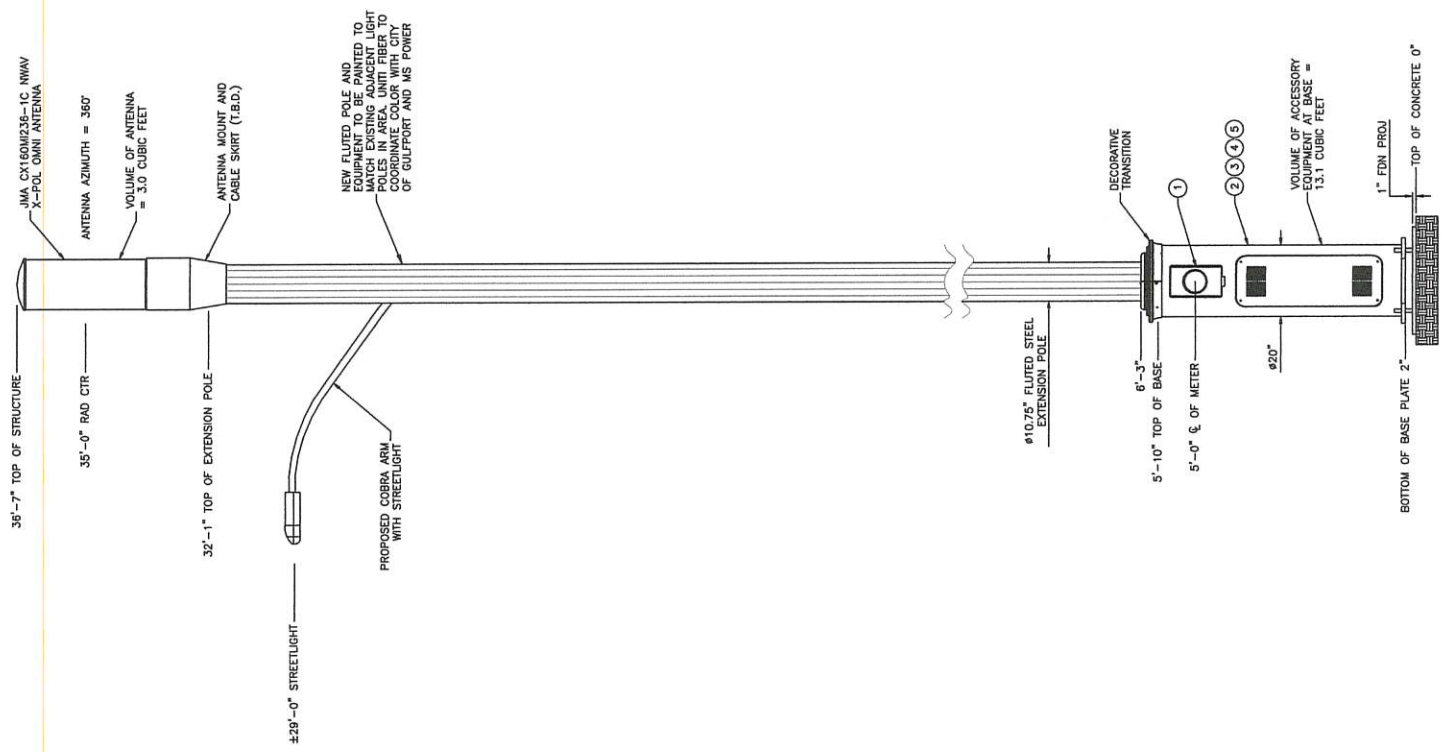
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EQUIPMENT LIST:

- 1 METER BASE 1006189, 200A
- 2 EXTON LOAD CENTER BR816L125RP
- 3 NOKIA AIRSCALE RRH 414R B25/06 (A7P/A)
- 4 CHARLES FIBER TRANSITION TERMINAL CPT4-BLUX 8 PORT
- 5 GE CC180SC85 RECIFIER

RF NOTES:

TRANSMISSION AND MAXIMUM EFFECTIVE RADIATED POWER OF THE ANTENNAS:
144.5-W ERP (PCS)
98.1-W ERP (AWS)

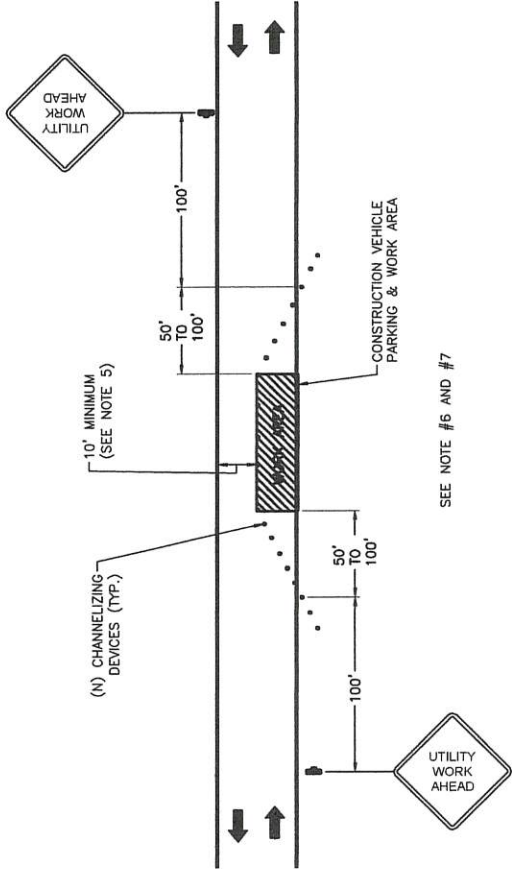
FREQUENCY BANDS TO BE INITIALLY ACTIVATED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION:
2110-2130 MHz (AWS TRANSMIT)
1710-1730 MHz (AWS RECEIVE)
1870-1885 MHz (PCS TRANSMIT)
1950-1965 MHz (PCS RECEIVE)

ACCESSORY EQUIPMENT VOLUME:

TOTAL VOLUME OF ACCESSORY EQUIPMENT IS 16.1 CUBIC FEET WHICH IS LESS THAN 28.0 CUBIC FEET.

PLAN NOTES:

1. PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TCP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TCP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION. IF REQUIRED, THE FIRM PREPARING THE TCP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
2. EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
3. DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES. DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
4. SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
5. MAINTAIN A MINIMUM LANE WIDTH OF 10'.
6. THIS LAYOUT APPLIES TO SPEEDS 30 MPH OR LESS.
7. THIS LAYOUT DOES NOT APPLY TO ANY STREET WITH A DOUBLE YELLOW OR WHITE CENTERLINE, OR LIMITED SITE DISTANCES



VEHICULAR TRAFFIC CONTROL PLAN -- LOW SPEED RESIDENTIAL AREA
NOT TO SCALE

— SIGN



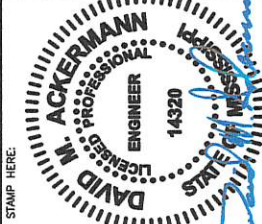
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**TRAFFIC
CONTROL PLAN**

SHEET NUMBER:
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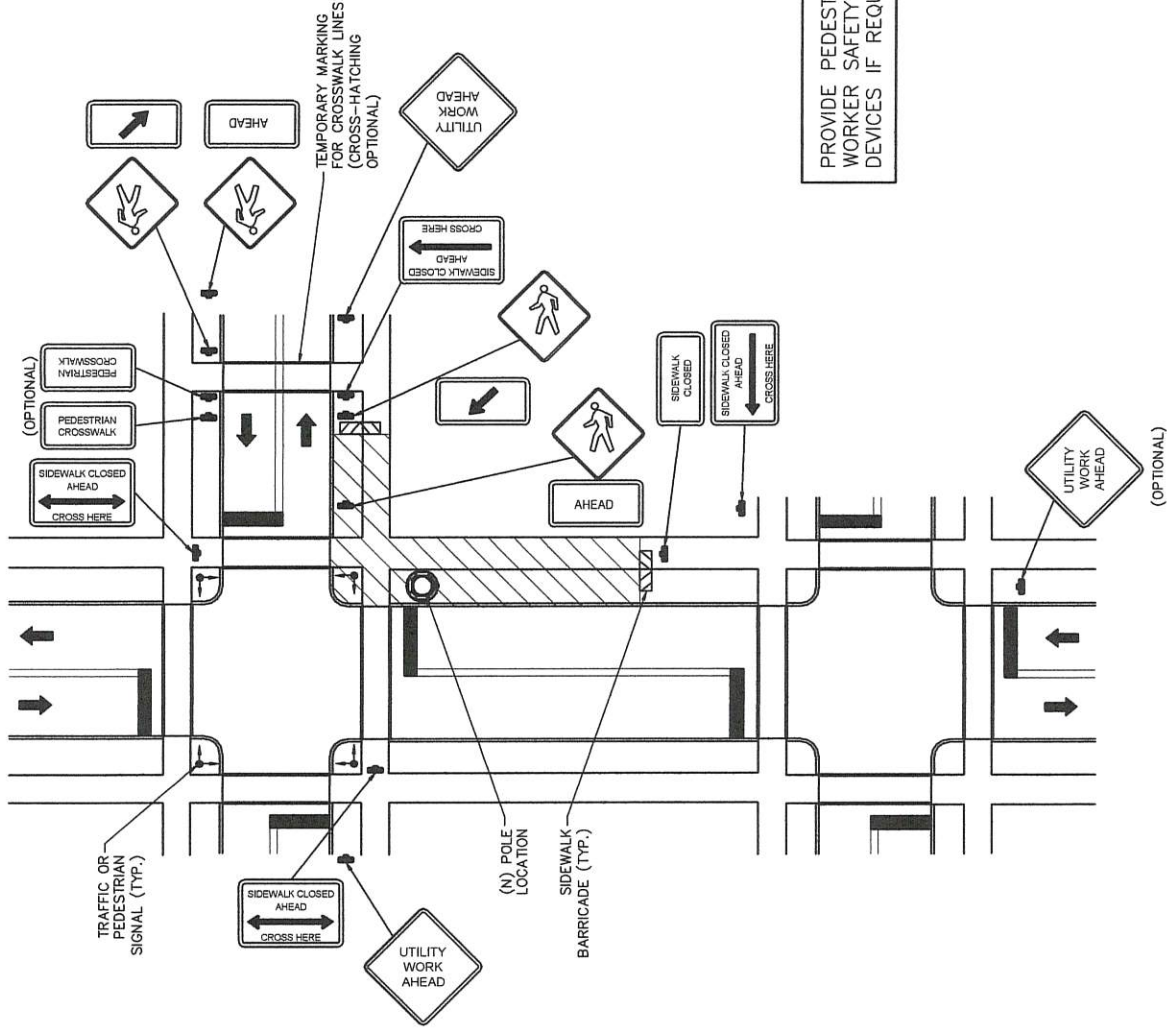
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**PEDESTRIAN
SAFETY PLAN**

SHEET NUMBER:
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TRAFFIC CONTROL GENERAL NOTES

- ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
- PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
- TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
- SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - PART VI "TEMPORARY TRAFFIC CONTROL," AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
- ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
- TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
- CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE (E) TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
- ALL (E) ROAD SIGNS, PAVEMENT MARKINGS AND/OR FLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE (N) TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
- CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
- ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 5H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
- WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER ACCESS TO LOCAL FACILITIES IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
- CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
- THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
- DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
- THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
- WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
- TAPER LENGTHS ARE CALCULATED AS FOLLOWS:
 $L = WS/60$ (40 MPH AND HIGHER) OR $L2 = WS$ (OVER 40 MPH),
WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).



ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E., HOT), GROUNDING, AND TI CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND), 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL. THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL THE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THIN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE. COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C, IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANCAUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOOR.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GESS) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH SPECIFICATION 24782-000-JPS--E600-00001. USE OF OTHER METHODS MUST BE PRE-APPROVED BY CONTRACTOR IN WRITING.
3. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. WHEN ADDING ELECTRODES, CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE RODS.
4. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
5. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
6. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BITS EQUIPMENT.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
9. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
10. EACH INTERIOR BITS CABINET FRAME/PLINTH SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH #6 AWG STRANDED GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. EACH OUTDOOR CABINET FRAME/PLINTH SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH #2 AWG SOLID TIN-PLATED COPPER WIRE.
11. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID TIN-PLATED COPPER UNLESS OTHERWISE INDICATED.
12. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXOTHERMIC WELDS WHERE PRACTICAL OR WITH 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE INCLUDING SET SCREWS. HIGH PRESSURE CRIMP CONNECTORS MAY ONLY BE USED WITH WRITTEN PERMISSION FROM VERIZON MARKET REPRESENTATIVE.
13. EXOTHERMIC WELDS SHALL BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER OR THE CONTRACTORS STRUCTURAL ENGINEER.
14. ALL WIRE TO WIRE GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORMED USING HIGH PRESS CRIMPS OR SPLIT BOL CONNECTORS WHERE INDICATED IN THE DETAILS.
15. ON ROOFTOP SITES WHERE EXOTHERMIC WELDS ARE A FIRE HAZARD, COPPER COMPRESSION CAP CONNECTORS MAY BE USED FOR WIRE TO WIRE CONNECTIONS. 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS SHALL BE USED FOR CONNECTION TO ALL ROOFTOP BITS EQUIPMENT AND STRUCTURAL STEEL.
16. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLED MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL HARDWARE.
17. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
18. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
19. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
20. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF THE BURIED GROUND RING WITH # 2 SOLID AWG TIN-PLATED COPPER GROUND CONDUCTOR.
21. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH HALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT WITH LISTED BONDING FITTINGS.



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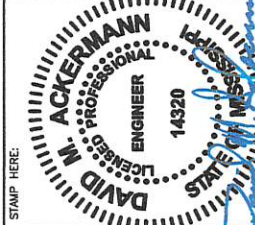
2920 KINGMAN ST.
SUITE 201
METAIRIE, LA 70006
(504) 756-3112 TEL.

NO.	REVISION		DATE
	DESCRIPTION	BY	
1	PRELIM. ISSUE	MOL	11/06/2020
2	FINAL ISSUE	MOL	11/24/2020
3			
4			
5			
6			
7			

SITE NAME:

GULFPORT 3

SITE ADDRESS:
22ND AVENUE
GULFPORT, MS 39501



DRAWN BY:	MDL
CHECKED BY:	DMA
DATE DRAWN:	10/13/2020
TEI JOB NO:	2120-150A-1002-013
SHEET TITLE:	

GENERAL ELECTRICAL AND GROUNDING NOTES

SHEET NUMBER: **E-1**
REV. # **2**

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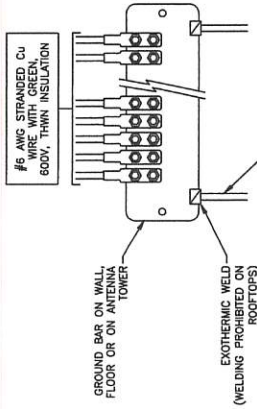
ELECTRICAL AND GROUNDING DETAILS

SHEET NUMBER: E-2
REV. # 2

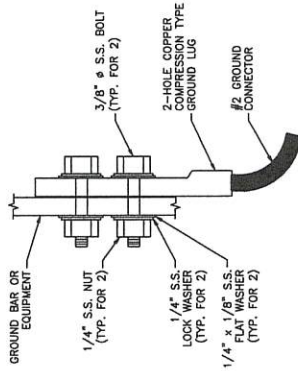
1. ALL GROUND RODS SHALL BE A MINIMUM 5/8"-0.0" COPPER.
2. GROUND RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF ROD IS 30" BELOW FINISHED GRADE.
3. ALL RODS TO BE A 12" MINIMUM ABOVE GROUND AND 24" BELOW GROUND.
4. GROUND RODS JOINT WILL BE PERMITTED FOR ELECTRICAL EQUIPMENT TO GROUND SYSTEMS.
5. USE 2"-HOLE LUG ON ALL LEADS TO GROUND BARS OR EQUIPMENT.
6. DROP GROUND WIRES VERTICALLY TO GRADE AS CLOSE TO GROUNDLED ITEM AS POSSIBLE AND SECURE LEADS TO NEW STRUCTURE TO MAINTAIN ALIGNMENT.

THE SURFACES OF EACH CONDUCTOR TO BE CONNECTED ARE TO BE WELL CLEANED, REMOVING ALL PAINT, DIRT, AND CORROSION IN THE AREA OF CONNECTION BEFORE EACH JOINT IS MADE. WHETHER IT BE A MECHANICAL OR WELDED JOINT, AFTER MECHANICAL JOINTS ARE COMPLETED, APPLICATION OF AN ANTIOXIDANT COMPOUND, SUCH AS "NO-OX" OR EQUIVALENT, IS RECOMMENDED. WHEN USING NON-WELDED MECHANICAL CONNECTIONS, SUCH AS BOLT-ON LUGS, THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

1. TO ENSURE GOOD ELECTRICAL CONTACT, THE MATING SURFACES SHOULD BE CLEAN AND FLAT.
2. 2-HOLE LUGS ARE REQUIRED ON ALL #2 AWG OR LARGER GROUND LEADS
3. MECHANICAL ATTACHMENT OF THESE MASTER TERMINALS TO ISOLATED GROUNDING LUGS MUST BE DONE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
 - a. THE WIRE (#8 OR LARGER) MUST BE SIZED TO PROVIDE ADEQUATE STRENGTH TO SUPPORT THE WEIGHT OF THE GROUNDING LEADS WHEN THE SIZE OF THE WIRE (#8 OR LARGER) MIGHT EXERT ENOUGH STRESS ON THE LUG TO LOOSEN A SINGLE MOUNTING BOLT.
 - b. STAINLESS STEEL MOUNTING HARDWARE (NUTS, BOLTS, ETC.), IS REQUIRED ON ALL STAINLESS STEEL MOUNTING HARDWARE AS IT IS CORROSION RESISTANT.
 - c. THE LUGS MUST BE PREPARED FOR ALL OTHER GROUND LEADS. LUGS MAY BE TAPPED RATHER THAN HOLES.
 - d. THE THICKNESS OF THE LUGS MUST BE CHOSEN TO MATCH THE THICKNESS OF THE MOUNTING HARDWARE.
 - e. MECHANISMS SUCH AS SPRINGS OR TIGHTENING DEVICES ON NUTS, SPRING TYPES LOCK WASHERS SHOULD BE USED TO PREVENT THE NUTS FROM LOOSENING.

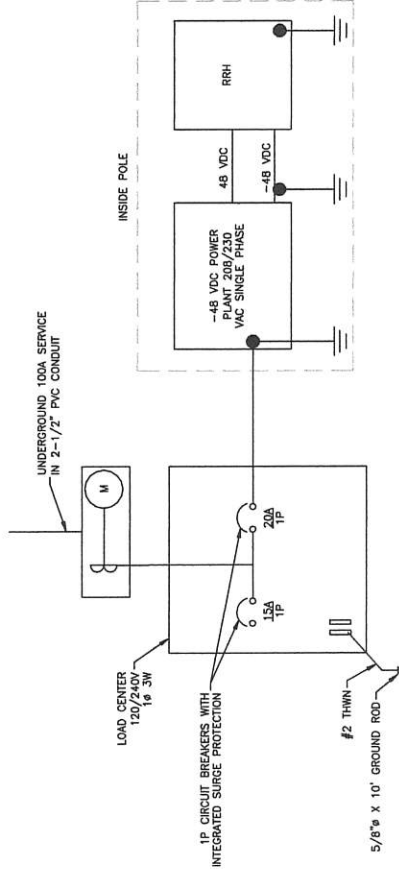


NOT TO SCALE

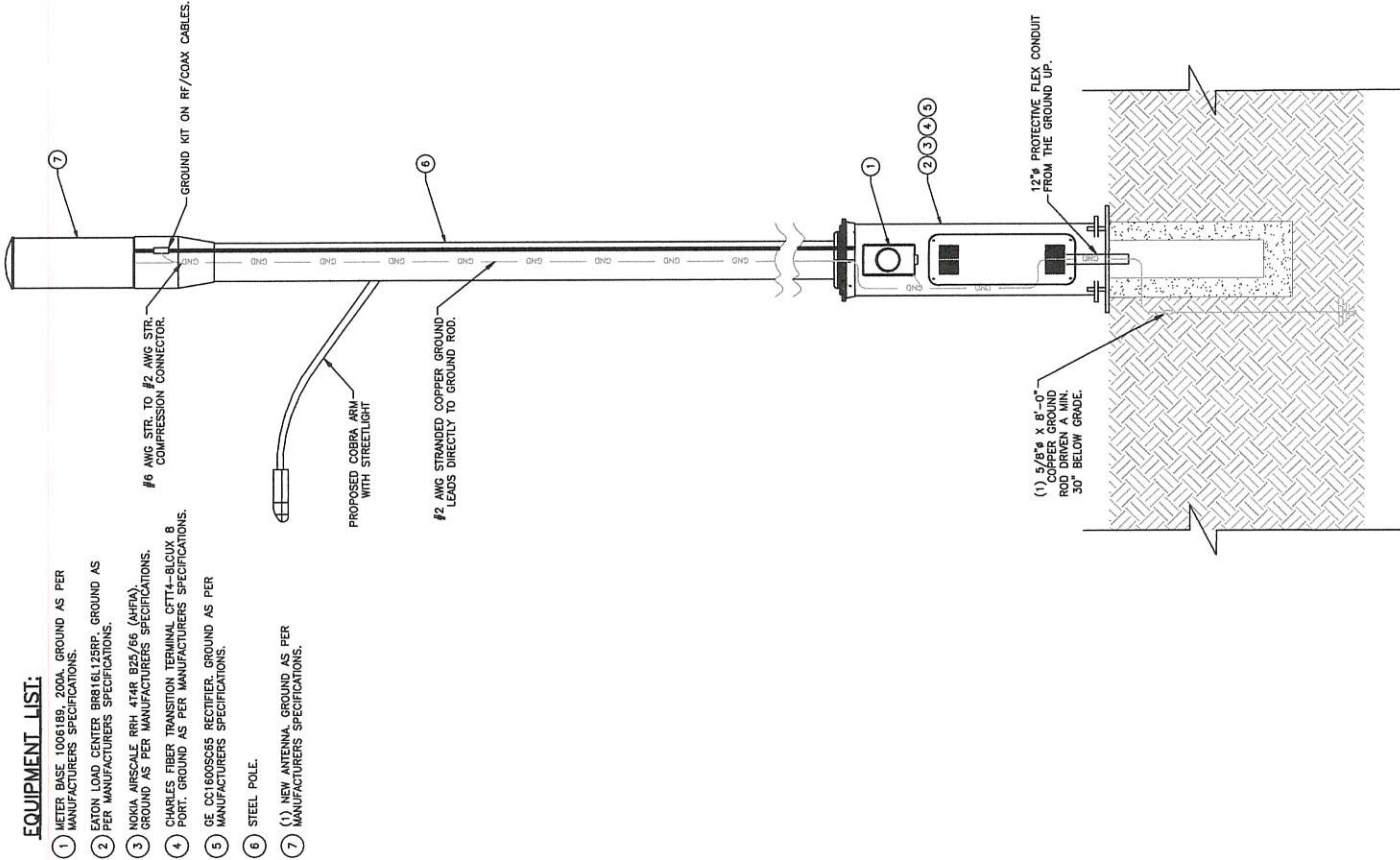


THE SURFACE OF THE EQUIPMENT SHALL BE SANDED DOWN TO THE BARE METAL AND FREE OF ANY DIRT BEFORE APPLYING NO-OX OR EQUAL COMPOUND. PAINT TO MATCH EQUIPMENT.

NOT TO SCALE



NOT TO SCALE



NOT TO SCALE



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	FINAL ISSUE	MDL	11/24/2020		
B					
C					
D					
E					

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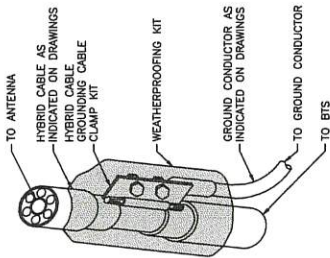
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22ND AVENUE
GULFPORT, MS 39501



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CHECKED BY:	DMA
DATE DRAWN:	10/13/2020
TEI JOB NO.:	2120-150A-1002-013
SHEET TITLE:	

GROUNDING AND WELD CONNECTION DETAILS

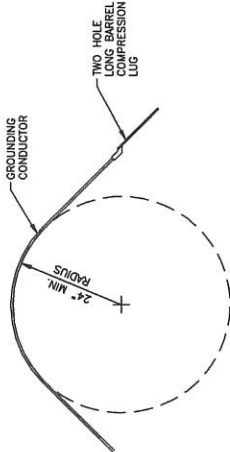
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NOTES:

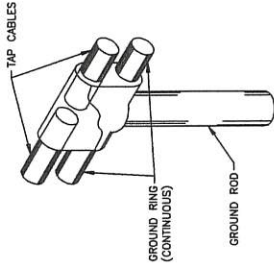
- DO NOT INSTALL CABLE GROUND KIT AT A BEND.
- ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
- GROUNDING KIT AND WEATHERPROOFING KIT SHALL BE TYPE AND PART # AS SUPPLIED OR RECOMMENDED BY HYBRID CABLE MANUFACTURER.

CABLE GROUNDING DETAIL NOT TO SCALE

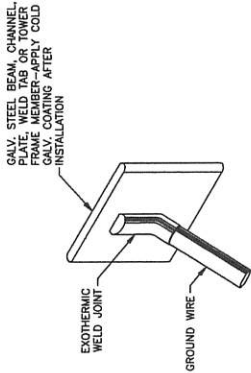


- CLEAN SURFACES TO BE WELDED OF ALL PAINT, DIRT, MOISTURE, CORROSION AND OTHER FOREIGN MATTER.
- MAKE APPROPRIATE WELDED CONNECTION (REFER TO DETAILS). USE MANUFACTURER'S WRITTEN RECOMMENDATIONS.
- IF GALVANIZED MATERIALS HAVE A PROTECTIVE COLD GALVANIZE COATING.

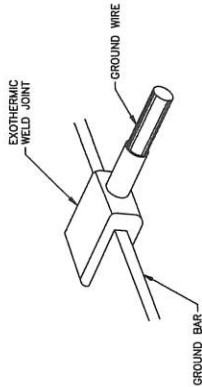
MINIMUM GROUNDING CONDUCTOR RADIUS NOT TO SCALE



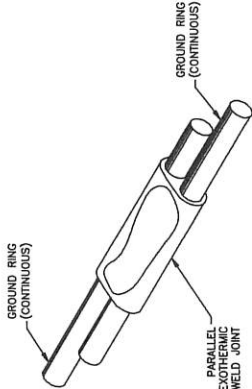
DETAIL B
TEE OF HORIZONTAL RUN
AND TWO TAP CABLES



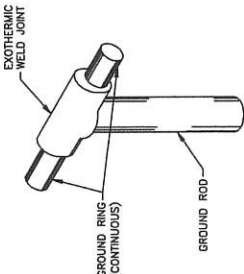
DETAIL D
MISC. STEEL
CONNECTION



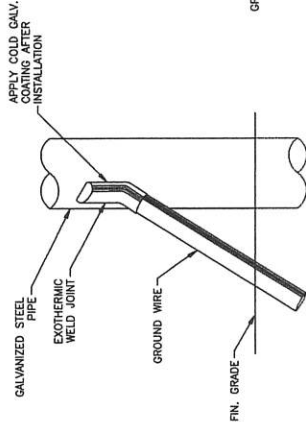
DETAIL F
GROUND BAR
CONNECTION



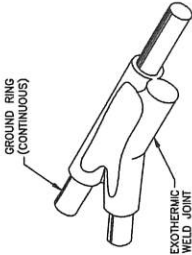
DETAIL A
GROUND RING
CONNECTION OR SPLICE



DETAIL C
TEE OF HORIZONTAL
RUN



DETAIL E
PIPE
CONNECTION



DETAIL G
TAP CABLE TO
GROUND RING

SECTION 4
TOWNSHIP 8 SOUTH, RANGE 11 WEST
HARRISON COUNTY, MISSISSIPPI

GENERAL NOTES
THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS TO DOCUMENT THE HORIZONTAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE SURFACE OF THE EARTH AND TO PROVIDE A BASIS FOR THE DATE OF SURVEY, SEPTEMBER 27, 2020.

THE RIGHT OF WAY SHOWN HEREON WAS DETERMINED BY THE FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

THIS SURVEY WAS PREPARED WITHOUT THE ASSISTANCE OF ANY INSTRUMENTS OR INFORMATION SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM AVAILABLE RECORDS AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON, EACH AGENCY SHOULD BE CONTACTED FOR THE MOST CURRENT INFORMATION. NO UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON, INCLUDING PRIOR TO EXCAVATION AND DURING.

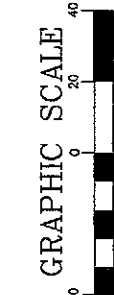
AT THE TIME OF SURVEY, THE PROPOSED POLE LOCATION APPEARS TO BE LOCATED IN ZONE 18T. THE FLOOD HAZARD AREAS DESIGNATED AND DELINEATED ON FEMA FLOOD INSURANCE RATE MAP PANEL 28047C03776 (CITY OF GULFPORT, MISSISSIPPI), WITH AN EFFECTIVE DATE OF JUNE 16, 2006.

NOTE:
PLEASE CONTACT LOCAL OFFICIALS FOR ANY REQUIRED PERMITS PRIOR TO EXCAVATION OR CONSTRUCTION.

23RD AVENUE
(PUBLIC) (ASPHALT)

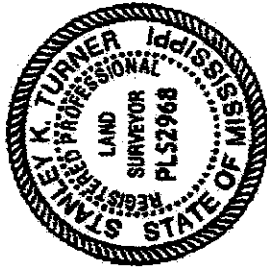
SW CORNER SQ. 182
1/2" Iron Rod
(ENC.)

DATE	DESCRIPTION	REVISIONS
09-27-20	PRELIMINARY FILE	SRT
		REVISED

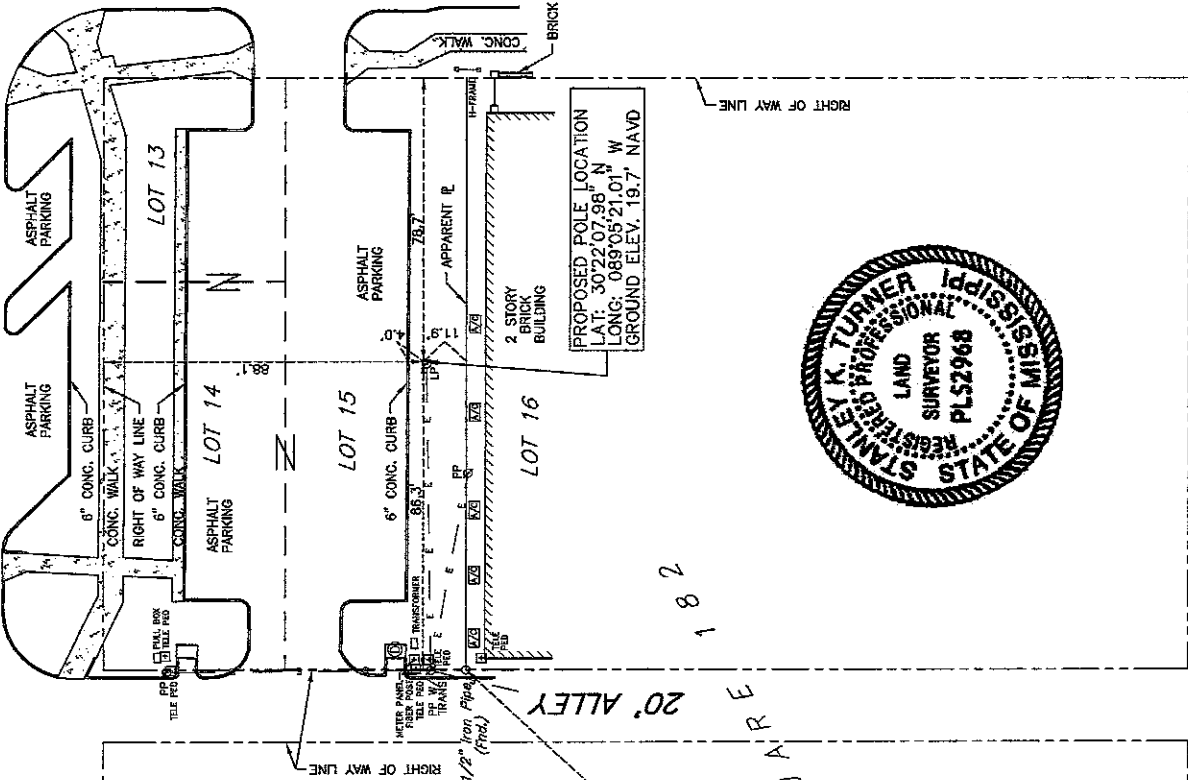


14TH STREET
(PUBLIC) (ASPHALT)

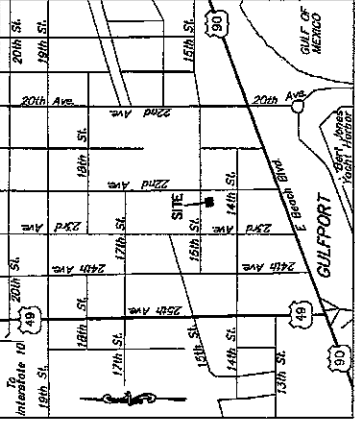
TURNER SURVEYS, LLC
112B AVENUE SAINT GERMAIN
COVINGTON, LA 70433
Phone: 504-992-0290
sturner@turnersurveys.net



15TH STREET
(PUBLIC) (ASPHALT)



22ND AVENUE
(PUBLIC) (ASPHALT)



- LEGEND
- | | | | |
|------|-----------------------|-------------|--|
| FO | FIRE HYDRANT | — RPE — | POWER POLE |
| WV | WATER VALVE | — X — | FENCE |
| BM | BENCH MARK | ● | 1/2\" IRON ROD SET UNLESS OTHERWISE STATED |
| GV | GAS VALVE | ▲ | 50\" OR MAG NAIL SET UNLESS OTHERWISE STATED |
| TEL | TEL. PEDESTAL | (NEF) | FROM REFERENCE SURVEY |
| BE | BENCH ELEVATION | (MEAS) | MEASURED |
| ED | ELECTRIC PULL BOX | CM | MAIL BOX |
| WM | WATER METER | — I — | PIER OPTIC SIGN |
| TR | TREE | — L — | LIGHT POLE |
| BU | BUSH | — TL — | TRAFFIC LIGHT POLE |
| GP | GAS PIPELINE SIGN | — MP — | METER POLE |
| TS | TRAFFIC SIGN | — SC — | SEWER CLEAN OUT |
| DI | DRAIN INLET | — LAT — | LATITUDE |
| SM | SEWER MANHOLE | — LONG — | LONGITUDE |
| WM | WATER MANHOLE | — P.O.C. — | POINT OF COMMENCEMENT |
| TM | TELEPHONE MANHOLE | — P.O.B. — | POINT OF BEGINNING |
| TM | TRAFFIC MANHOLE | — C — | CENTER LINE |
| SC | CROSS CUT IN CONCRETE | — SQ. FT. — | SQUARE FEET |
| CM | CORROGATED METAL PIPE | — CAMP. — | CORROGATED METAL PIPE |
| INV. | INVERT | — INV. — | INVERT |
| AC | ACRES | — SEC. — | SECTION |
| N | NORTH | — R — | RANGE |
| S | SOUTH | — T — | TOWNSHIP |
| E | EAST | — CL — | CHAIN LINK |
| W | WEST | — H.G. — | HANDICAP |
| R/W | RIGHT OF WAY | — INV. — | INVERT |

Stanley K. Turner
STANLEY K. TURNER, P.L.S.; MS. REG. NO. 2868
REGISTERED PROFESSIONAL LAND SURVEYOR

TOPOGRAPHIC SURVEY OF
GULFPORT 3 TOWER SITE
GULFPORT, MISSISSIPPI

SECTION 4, T8S-R11W
HARRISON COUNTY, MISSISSIPPI

DATE: 09/27/20	DRAWN BY: DAS	JOB NO: 20-0089	DRAWING NO: 1
SCALE: 1\" = 40'	CHECKED BY: SRT		

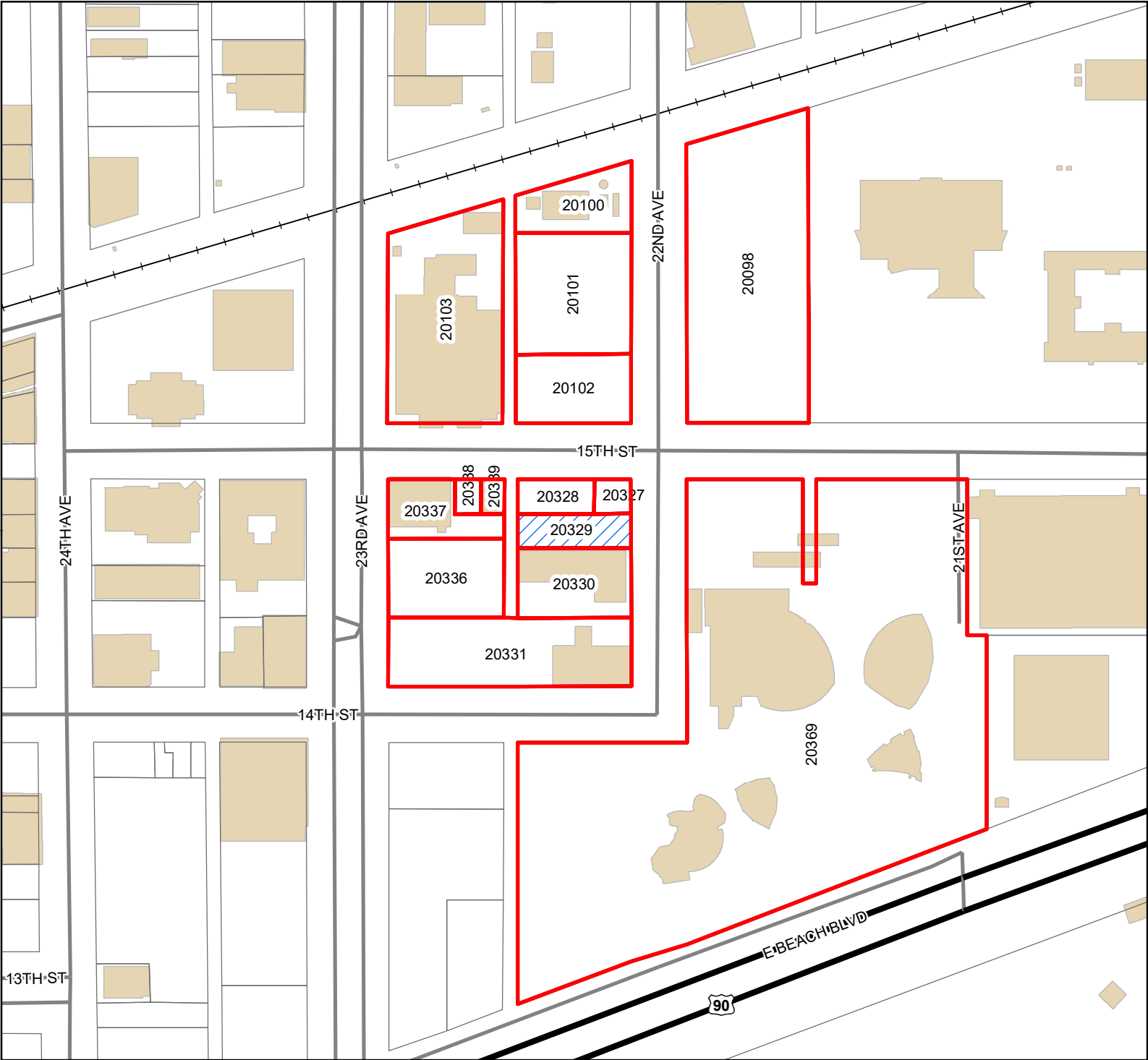
RE: Planning Commission Approval 2103PC031, by agent Ashley Zito, Requests a small cell tower, 22nd Ave, Lat 30.368883, Long - 89.089169, Zoned T-5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

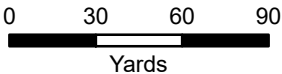
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office 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 (031)	Name	Address	City	State	ZIP
N	20329	0811K-01-015.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
Adjacent Property Owners							
Y	20330	0811K-01-016.000	1415 22ND STREET LLC	2002 BENT OAKS BLVD	BILOXI	MS	39531
N	20336	0811K-01-019.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20103	0811F-03-012.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20102	0811F-03-011.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20327	0811K-01-013.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20101	0811F-03-010.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
Y	20338	0811K-01-021.000	GILLESPIE VIRGIL G & HELEN J	2501 13TH STREET, SITE 4	GULFPORT	MS	39501
N	20339	0811K-01-022.000	GILLESPIE VIRGIL G & HELEN J	2501 13TH ST STE 4	GULFPORT	MS	39507
Y	20098	0811F-03-008.000	JAY-JAY HOLDINGS LLC	32 GREENBRIAR DR	GULFPORT	MS	39507
N	20100	0811F-03-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20328	0811K-01-014.000	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39501
N	20369	0811K-01-031.000	GULFPORT REDEVELOPMENT COMMISSION	2309 15TH ST	GULFPORT	MS	39501
N	20337	0811K-01-020.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
Y	20331	0811K-01-017.000	FIRST MAGNOLIA FED SAV & LOAN	250 RIVERCHASE PKWY SUITE 600	BIRMINGHAM	AL	35244



Legend

- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Buildings



1 inch = 200 feet



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MEMORANDUM

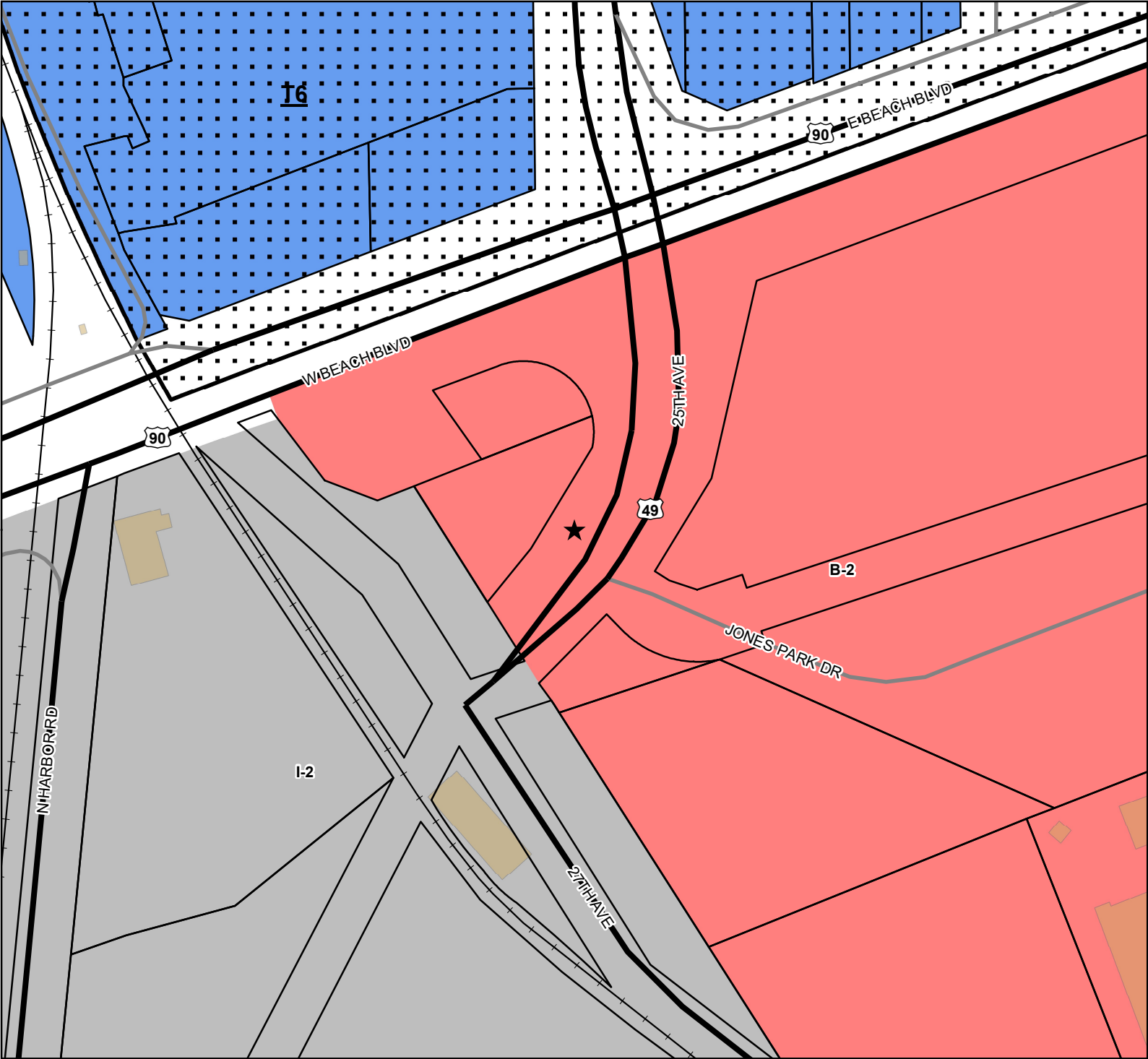
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 25, 2021

Re: Planning Commission Approval 2103PC032:

Planning Commission Approval 2103PC032, by agent Ashley Zito, Requests a small cell tower, 25th Ave, Lat 30.364842, Long -89.092922, Zoned B-2 (General business), Ward 2



US or State Highway

Street

Railroad

Parcels

Buildings

Smart Code

T6

Zoning

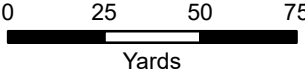
B-2 - General Business District

I-2 - Heavy Industry District

Site Information

Zoning: B-2 (General business)

Flood: VE



1 inch = 150 feet



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SITE NAME: GULFPORT 2

APPLICABLE BUILDING CODES AND STANDARDS:

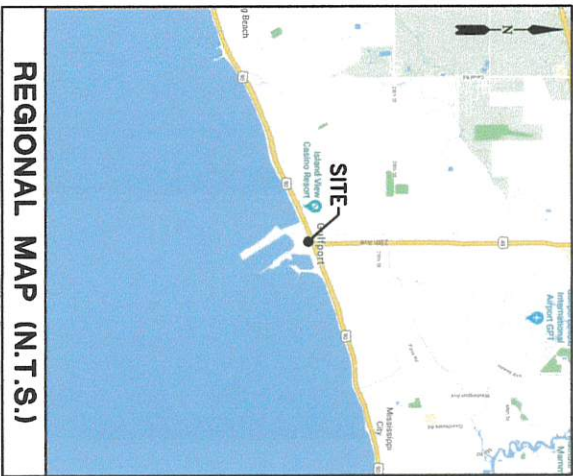
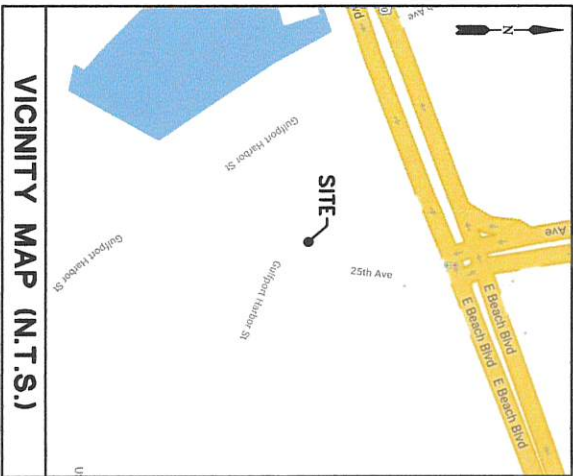
- CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTIONS (AAJ) FOR THE LOCATION. THE EDITION OF THE AAJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
- CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
 - AMERICAN CONCRETE INSTITUTE (ACI) 318
BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
 - TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA 222-G)
STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
 - TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT.
- IEEE 682.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND HIGH SYSTEM EXPOSURE).
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION.
- FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.
- HANDICAP REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ADA ACCESS REQUIREMENTS DO NOT APPLY.
- OTHER REQUIREMENTS: THIS FACILITY HAS NO PLUMBING OR PARKING.
- ALL WORK SHALL BE ACCOMPLISHED AS PER ALL APPLICABLE STATE, LOCAL, AND NATIONAL CODES. CURRENTLY THESE CODES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
 - INTERNATIONAL BUILDING CODE (OR LOCAL ACCEPTED CODE)
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION: SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS
 - AMERICAN CONCRETE INSTITUTE: BUILDING CODE REQUIREMENTS OF REINFORCED CONCRETE
 - AMERICAN WELDING SOCIETY: STRUCTURAL WELDING CODE - STEEL
 - TOWER DESIGN: TIA 222 SPECIFICATIONS

TEAM SIGNOFF:

LAND OWNER/TOWER OWNER	DATE
SITE ACQUISITION AGENT	DATE
ZONING/PERMITTING AGENT	DATE
AAE MANAGER	DATE
CONSTRUCTION MANAGER	DATE
RF ENGINEERING	DATE
EQUIPMENT	DATE
TELECO	DATE

CONTRACTOR NOTE:

CONTRACTOR SHALL VERIFY ALL PLANS AND CONDITIONS OF THE SITE PRIOR TO THE START OF CONSTRUCTION. THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



PROJECT INFORMATION

LATITUDE: 30.364842°
LONGITUDE: -89.092922°
JURISDICTION: HARRISON COUNTY
TYPE OF COORDINATE: 2015 IBC
BUILDING CODE: TOWER ENGINEERING, INC.
ENGINEER: 556 JEFFERSON ST.
SUITE 201
LA FAYETTE, LA 70501
TEL: (337) 886-7176

PROJECT DESCRIPTION
INSTALL NEW 36.6' STEEL POLE FOR A WIRELESS SMALL CELL SYSTEM, TO BE CONSTRUCTED, OWNED AND OPERATED BY UNITI FIBER.

DRAWING INDEX

T-1	TITLE SHEET AND PROJECT INFORMATION
CIVIL:	
C-1	GENERAL NOTES
C-2	SITE PLAN
C-3	TOWER ELEVATION
C-4	TRAFFIC CONTROL PLAN
C-5	PEDESTRIAN SAFETY PLAN
ELECTRICAL:	
E-1	GENERAL ELECTRICAL AND GROUNDING NOTES
E-2	ELECTRICAL AND GROUNDING DETAILS
E-3	GROUNDING AND WELD CONNECTION DETAILS



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TOWER ENGINEERING, INC.

556 JEFFERSON ST.
SUITE 201
LA FAYETTE, LA 70501
(337) 886-7176 TEL.
2920 KIRKMAN ST.
SUITE 201
METairie, LA 70006
(504) 756-3112 TEL.

REVISION

NO.	DESCRIPTION	BY	DATE
1	PREAM. ISSUE	ML	09/22/2020
2	FINAL ISSUE	ML	11/24/2020
3			
4			
5			
6			
7			
8			
9			
10			

SITE NAME:
GULFPORT 2

SITE ADDRESS:
25TH AVENUE
GULFPORT, MS 39501
HARRISON COUNTY

STAMP HERE:



11-24-20

DRAWN BY:	ML
CHECKED BY:	DM
DATE DRAWN:	09/16/2020
TEL JOB NO.:	2120-150A-1002-012
SHEET TITLE:	

TITLE SHEET
AND
PROJECT
INFORMATION

SHEET NUMBER:	REV. #
T-1	2

GENERAL NOTES:

1. VERIFY ALL EXISTING SITE CONDITIONS, QUANTITIES AND DIMENSIONS BEFORE STARTING WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH THE WORK.
2. IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THE CONTRACTOR SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO BE RESPONSIBLE FOR THE DESIGN ENGINEER'S LIABILITY FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT.
4. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION. IF TEMPORARY LIGHTING AND MARKING IS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA), IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE NECESSARY LIGHTS AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A PROBLEM.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AMPLE NOTICE TO THE BUILDING INSPECTION DEPARTMENT TO SCHEDULE THE REQUIRED INSPECTIONS. A MINIMUM OF 24 HOURS OF NOTICE SHALL BE GIVEN AND THE BUILDING INSPECTION DEPARTMENTS HAVE REQUESTED THAT GROUPS OF TWO OR THREE SITES BE SCHEDULED AT ONE TIME IF POSSIBLE.
6. CONSTRUCTION MANAGER WILL CONFRM FAA APPROVAL OF TOWER LOCATION BY ISSUING TOWER RELEASE FORM. NO TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS ISSUED TO THE CONTRACTOR.
7. THE COMPLETE BID PACKAGE INCLUDES THESE CONSTRUCTION DRAWINGS ALONG WITH THE FINAL RF DESIGN AND OTHER STRUCTURAL ANALYSIS. CONTRACTOR IS RESPONSIBLE FOR REVIEW OF TOTAL BID PACKAGE PRIOR TO BID SUBMITTAL.
8. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES. SILT AND EROSION CONTROL SHALL BE MAINTAINED ON THE DOWNSTREAM SIDE OF THE SITE AT ALL TIMES. ANY DAMAGE TO ADJACENT PROPERTIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
9. CLEARING OF TREES AND VEGETATION ON THE SITE SHOULD BE HELD TO A MINIMUM. ONLY THE TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED. ANY DAMAGE TO PROPERTY OUTSIDE THE LEASE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR.
10. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES PRIOR TO DISPOSAL.
11. RECORD DRAWINGS: MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED. RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT.
12. FOR THE PURPOSE OF THESE CONSTRUCTION DOCUMENTS, THE FOLLOWING DEFINITIONS SHALL APPLY:
OWNER: SOUTHERN LIGHT/UNIT FIBER
PROJECT MANAGER: SOUTHERN LIGHT/UNIT FIBER OR DESIGNATED ALTERNATE LESSEE: SOUTHERN LIGHT/UNIT FIBER
13. CARE SHALL BE TAKEN TO LOCATE ALL EXISTING UNDERGROUND OBSTRUCTIONS, UTILITIES AND/OR EASEMENTS BEFORE DIGGING OR DRILLING ON THIS SITE.
14. UTILITY CHECK – BEFORE COMMENCING ANY WORK AT THE SITE, CONTACT THE ONE CALL SYSTEM IN THE STATE IN WHICH UNDERGROUND WORK IS BEING DONE. REFER TO ONE CALL NOTE ON THE SITE PLAN.
15. CARE SHALL BE TAKEN TO PROTECT THE SITE AND THE SURROUNDING AREA FROM FIRE HAZARD DURING 'HOT' OPERATIONS. ADEQUATE EQUIPMENT, PERSONNEL AND EMERGENCY COMMUNICATIONS SHALL BE PROVIDED TO PROTECT LIFE AND PROPERTY IN AND SURROUNDING THE CONSTRUCTION SITE.
16. ALL EXCAVATIONS SHALL BE BARRICADED FOR PERSONNEL PROTECTION AND CONCRETE PILES SHALL BE FILLED BY END OF DAY.
17. VERIFY REQUIREMENTS OF OTHER TRADES PRIOR TO PROCEEDING WITH FABRICATION OR INSTALLATION OF MATERIALS.
18. COMPLETE SHOP DRAWINGS SHALL BE PROVIDED FOR ALL FABRICATED ITEMS FOR REVIEW PRIOR TO FABRICATION. DRAWINGS CONTAINED IN THESE CONSTRUCTION DOCUMENTS SHALL NOT BE REPRODUCED FOR SHOP DRAWINGS.
19. ALL BIDDERS SHALL VISIT THE SITE BEFORE BIDDING TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.
20. THE BUILDER/CONTRACTOR SHALL BE RESPONSIBLE WITH NO ADDITIONAL COSTS TO THE OWNER/LESSOR/PROJECT MANAGEMENT TEAM FOR ALL FEES, INCLUDING INSPECTION FEES RELATED TO THIS PROJECT, OR SEE THAT ANY AND ALL SUCH CHARGES ARE PAID BY THE RESPECTIVE SUBCONTRACTORS ASSOCIATED WITH THIS PROJECT.
21. THIS BUILDER/SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING FACILITIES AND SHALL REPLACE OR REPAIR TO THE ORIGINAL CONDITION AS DETERMINED BY THE PROJECT MANAGER.
22. CUT AND PATCH ANY AREAS WHERE REQUIRED BY THE SCOPE OF THIS PROJECT. MATCH EXISTING WORK AND MATERIALS EVEN IF SUCH WORK FALLS OUTSIDE OF THE LIMITS OF THIS CONTRACT.
23. THE OWNER OF THE SITE RETAINS SALVAGE RIGHTS TO ALL MATERIALS AND EQUIPMENT REMOVED FROM THE EXISTING WORK. MATERIALS AND EQUIPMENT NOT CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE BUILDER/SUBCONTRACTOR WHO SHALL ASSUME COMPLETE RESPONSIBILITY FOR THE REMOVAL AND APPROPRIATE DISPOSAL THEREOF.
24. DIMENSIONS NOTED AS "+/-" OR "VERIFY" ARE BASED ON MATCHING EXISTING CONDITIONS AND MAY VARY SLIGHTLY FROM THE DIMENSIONS AS SHOWN. NOTIFY THE PROJECT MANAGER IF SIGNIFICANT VARIATIONS ARE ENCOUNTERED AT THE SITE.
25. DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT NO DISRUPTION OF EXISTING FACILITY OPERATIONS WILL OCCUR.
26. THE NATURE OF THE SITE RELATED ACTIVITIES REQUIRES THAT ACCESS TO THE SITE MUST BE MANAGED AT ALL TIMES DURING HOURS OF OPERATION AND WHEN THE SITE IS UNATTENDED. WORK WITH THE OWNERS REPRESENTATIVE FOR SAFETY AND SECURITY AT ALL TIMES.
27. CONTRACTORS SHALL BE REQUIRED TO PICK UP ALL OWNER SUPPLIED EQUIPMENT AS DIRECTED BY THE PROJECT MANAGER WITH NO ADDITIONAL COST TO THE JOB.
28. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
29. CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH VERIZON REPRESENTATIVES TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THIS DRAWING TO ENSURE HE IS FAMILIAR WITH AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.

SITE DEVELOPMENT AND FINISHING NOTES:

1. ALL CUT AND FILL SLOPES SHALL BE 3 : 1 MAXIMUM.
2. DIGGING AND EXCAVATION – HAND DIG ALL EXCAVATIONS AND TRENCHES IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND RODS, POWER/TELCO CABLES OR OTHER BURIED UTILITIES.
3. ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUND WATER. DEMATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED IF REQUIRED.
4. COLLOCATION SITE FINISHING – UNLESS OTHERWISE DIRECTED BY THE LESSEE'S PROJECT MANAGER, AREAS OF COMPOUND EXPANSION OR SPACE LOCATED WITHIN THE LEASED AREA SHALL BE FINISHED TO THE SAME STANDARD AS THE BALANCE OF THE EXISTING COMPOUND OR AT THE SOLE DISCRETION OF THE PROJECT MANAGER. THE FINISH STANDARD OF THE LESSEE SHALL BE PROVIDED. REFER TO ITEM #5.
5. LESSEE SITE FINISH STANDARD – PROVIDE A MINIMUM 4" THICK LAYER OF CRUSHED STONE (APPROX. 1" DIAMETER W/O FINES) OVER 6 MIL. WEED BARRIER. OVER 6" COMPACTED BASE. FILL MATERIAL SHALL BE EQUAL TO CRUSHED Limestone CONFORMING TO STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR TYPE A GRADE 2 MATERIAL COMPACTED TO 95% PROCTOR DENSITY OVER A COMPACTED SUB-GRADE THAT WAS SCARIFIED AND RECOMPACTED TO 95% PROCTOR DENSITY.
6. REPAIR/REPLACE – AT NO ADDITIONAL EXPENSE TO THIS CONTRACT, ANY CONSTRUCTION RELATED DAMAGE TO ANY EXISTING SITE ELEMENTS OR FINISHES WITHIN THE COMPOUND, IN ADJACENT AND/OR ALONG ROUTES TO THE WORK AREA, HOWEVER INCIDENTAL TO THE PROSECUTION OF THE WORK, SHALL BE PUT IN A PRECONSTRUCTION CONDITION TO THE SATISFACTION OF THE LESSEE'S PROJECT MANAGER.
7. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
8. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OF CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPLAINING CONCRETE THICKNESS.
9. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACK FILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
10. BACK FILL SHALL BE:
 - APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND, GRAVEL, OR SOFT SHALE;
 - FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS;
 - IN LAYERS AND COMPACTED.
11. BACKFILL – ALL BORROWED FILL MATERIAL SHALL BE EQUAL TO STATE SPECIFICATION FOR TYPE A, GRADE 1 OR 2, COMPACTED TO 95% PROCTOR DENSITY. WHERE TRENCHING IS REQUIRED, BACKFILLING WITH MATERIALS EXCAVATED FROM THE TRENCH WILL BE PERMITTED UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER. ALL TRENCH BACKFILLING SHOULD BE COMPACTED IN LIFTS NOT TO EXCEED 6" COMPACTED DEPTH AND TO 95% PROCTOR DENSITY FLUSH TO THE SURFACE OF THE FINISHED COMPACTED SUB-GRADE.
12. SITE FILL MATERIAL AND FOUNDATION BACK FILL SHALL BE PLACED IN LAYERS, MAXIMUM 6" DEEP BEFORE COMPACTION. EACH LAYER SHALL BE SPINKLED IF REQUIRED AND COMPACTED BY HAND OPERATED OR MACHINE TAMPERS TO <15% OF MAXIMUM DENSITY. AT THE OPTIMUM MOISTURE CONTENT ±2% AS DETERMINED BY ASTM DESIGNATION D-698, UNLESS OTHERWISE APPROVED. SLOCH BACK FILL SHALL NOT BE PLACED BEFORE 3 DAYS AFTER PLACEMENT OF CONCRETE.
13. THE FOUNDATION AREA SHALL BE GRADED TO PROVIDE WATER RUNOFF AND PREVENT WATER FROM STANDING. THE FINAL GRADE SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE FOUNDATION AND SHALL THEN BE COVERED WITH 4" DEEP COMPACTED STONE OR GRAVEL.
14. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
15. FILL PREPARATION: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL. MATERIALS, OBSTRUCTIONS, AND DETRIMENTOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILL. EXISTING SLOPE OR BREAK-UP SLOPES SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL, SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL. BREAK UP GROUND SURFACE TO DEPTH REQUIRED. FLURVIZE, MOISTURE-CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
16. REPLACE THE EXISTING WEARING SURFACE ON AREAS WHICH HAVE BEEN DAMAGED OR REMOVED DURING CONSTRUCTION OPERATIONS. SURFACE SHALL BE REPLACED TO MATCH EXISTING ADJACENT SURFACING AND SHALL BE OF THE SAME THICKNESS. NEW SURFACE SHALL BE FREE FROM CORRUPTIONS AND WAKES. EXISTING SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INLUDIOUS AMOUNTS OF EARTH, ORGANIC MATERIAL, OR OTHER DETRIMENTOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL REPAIRING MATERIAL AS REQUIRED. BEFORE SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO ORIGINAL FINISH. ALL LOSS OR DISPERSED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED WITH LOOSE OR DISPERSED MATERIAL. SURFACING SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE.
17. PROTECT EXISTING SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
18. DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
19. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
20. THE AREA IMMEDIATELY AROUND NEW EQUIPMENT SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
21. RIPRAP SHALL BE CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY, AND FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRAGILE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DETRIMENTOUS SUBSTANCE.



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TOWER ENGINEERING, INC.

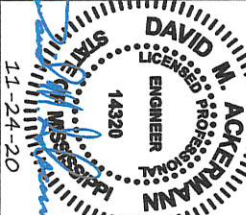
550 JEFFERSON ST.
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(337) 888-1778 TEL.
2920 KIRKMAN ST.
SUITE 201
METairie, LA 70006
(504) 756-3112 TEL.

REVISION		DATE
NO.	DESCRIPTION	BY
1	PRELIM. ISSUE	MLL 09/22/2020
2	FINAL ISSUE	MLL 11/24/2020
3		
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9		
10		

GULFPORT 2

SITE NAME:
SITE ADDRESS:
25TH AVENUE
GULFPORT, MS 39501
HARRISON COUNTY

STAMP HERE:



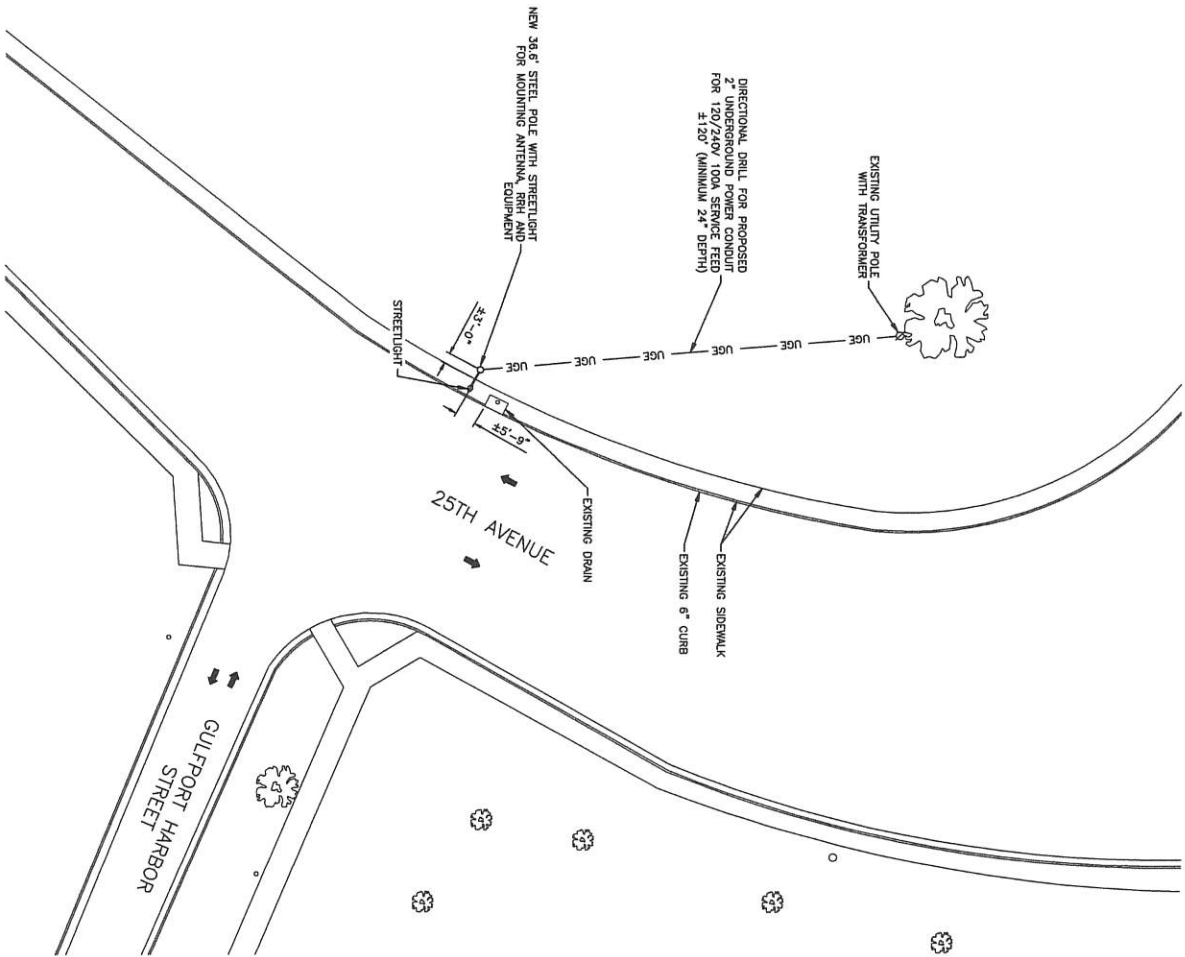
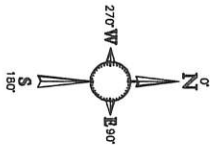
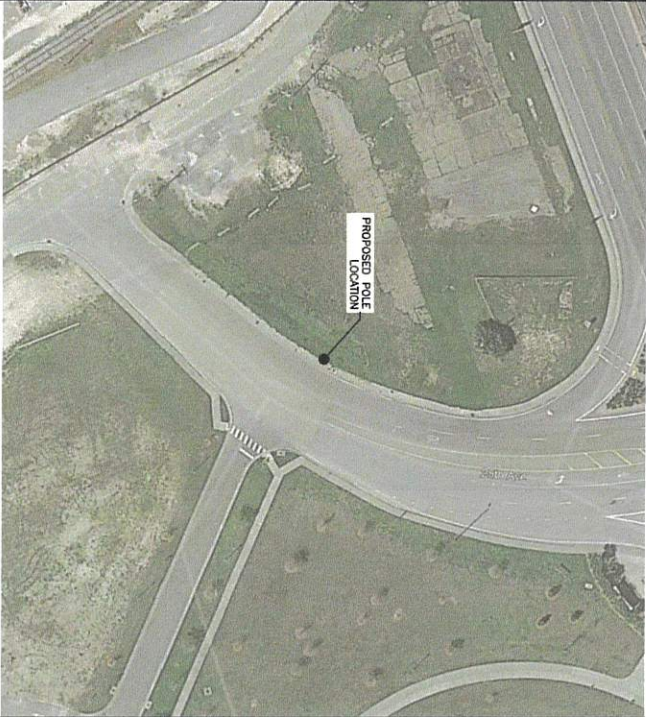
DRAWN BY:	MLL
CHECKED BY:	DMA
DATE DRAWN:	09/16/2020
TO JOB NO.:	2120-150A-1002-012
SHEET TITLE:	

GENERAL NOTES

SHEET NUMBER:	REV. #
C-1	2



EXHIBIT PHOTO
NOT TO SCALE



NOTE:
UPON COMPLETION OF CONSTRUCTION THE
PROPERTY SHALL BE RESTORED TO ITS
PRE-EXISTING CONDITION PRIOR TO CONSTRUCTION.



NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE
OF SURVEY PROPERTY LINES, RIGHT-OF-WAYS,
POWER & TELCO UTILITY POINT CONNECTIONS/ROUTES
AND EASEMENTS SHOWN ON THESE PLANS ARE
ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE
VERIFIED IN THE FIELD.



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2

EQUIPMENT LIST:

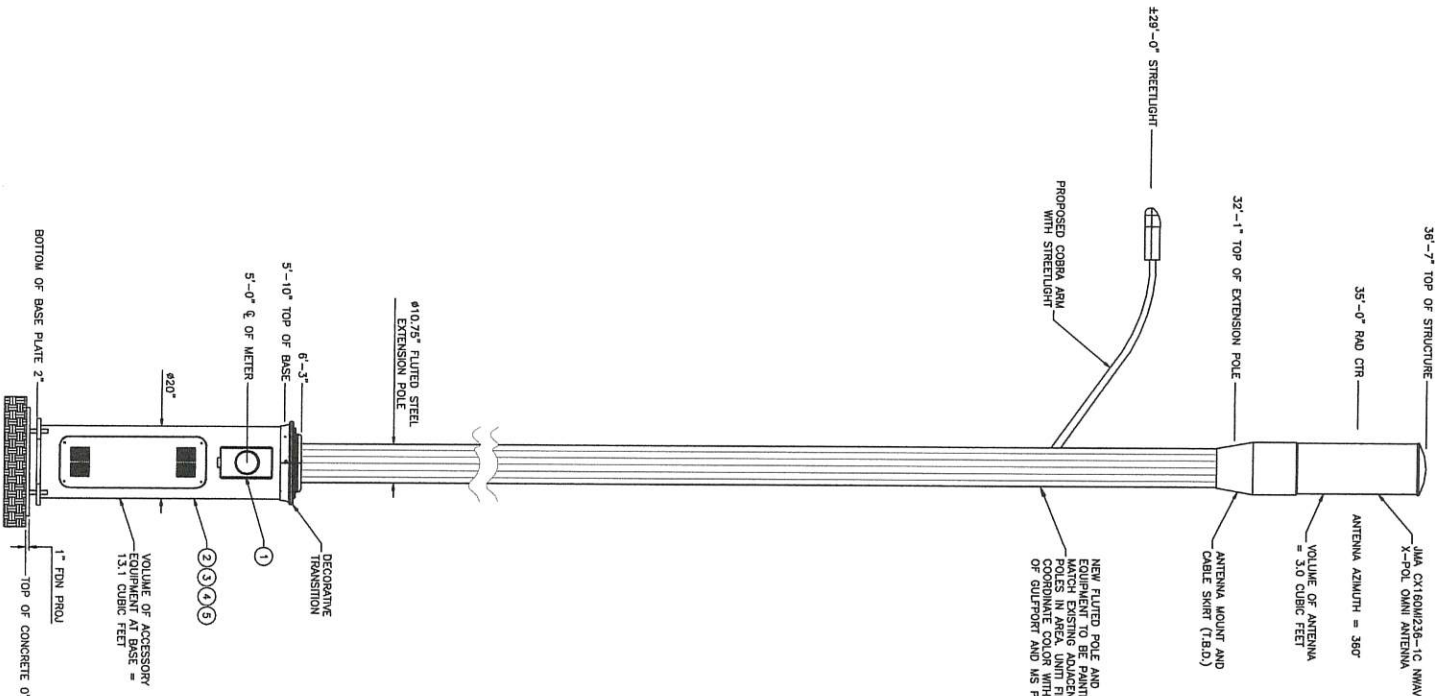
- 1 METER BASE 1006189, 200A
- 2 EATON LOAD CENTER BR816L125RP
- 3 NOKIA AMSCALF RRM 414R B23/46 (440W)
- 4 CHARLES FIBER TRANSITION TERMINAL CFTT-BLUX 8 PORT
- 5 GE CC160SC65 RECIPITER

RF NOTES:

TRANSMISSION AND MAXIMUM EFFECTIVE RADIATED POWER OF THE ANTENNA:
98.1W ERP (AWS)
144.54W ERP (PCS)
FREQUENCY BANDS TO BE INSTALLED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION:
2110-2130 MHz (AWS TRANSMIT)
1710-1730 MHz (AWS RECEIVE)
1870-1885 MHz (PCS TRANSMIT)
1850-1865 MHz (PCS RECEIVE)

ACCESSORY EQUIPMENT VOLUME:

TOTAL VOLUME OF ACCESSORY EQUIPMENT IS 16.1 CUBIC FEET WHICH IS LESS THAN 20.0 CUBIC FEET



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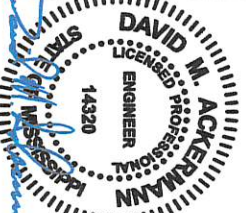
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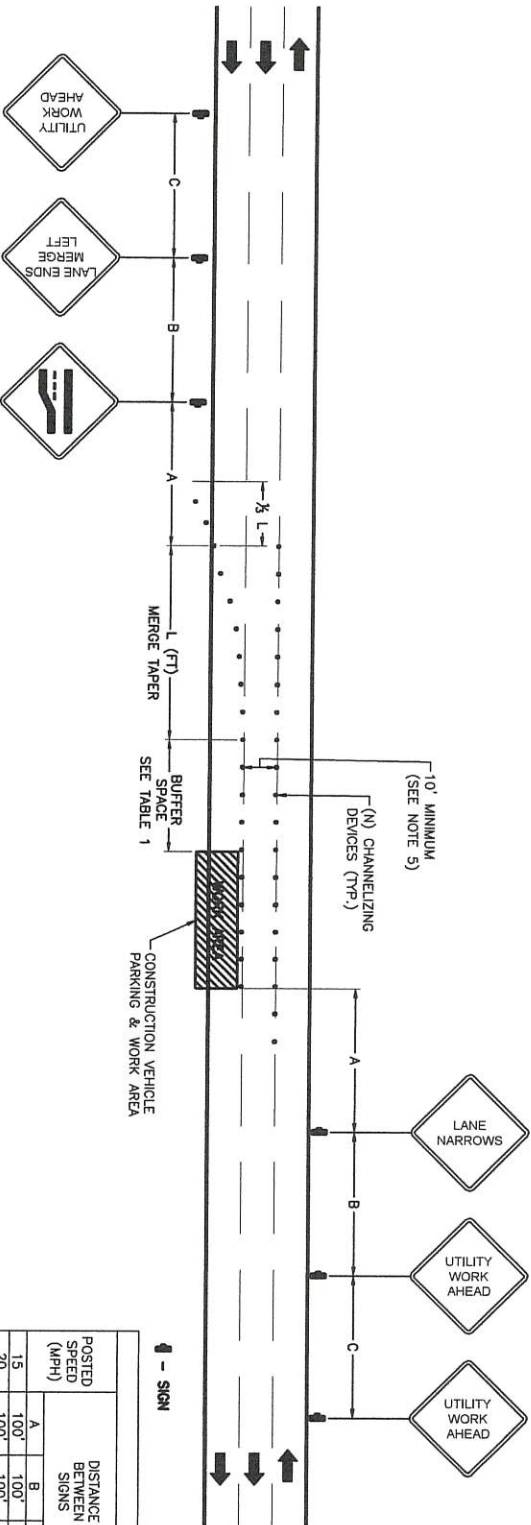
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TOWER ELEVATION

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C-3	2

PLAN NOTES:

1. PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TOP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TOP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION. IF REQUIRED, THE FIRM PREPARING THE TOP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
2. EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
3. DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING. DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
4. SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
5. MAINTAIN A MINIMUM LANE WIDTH OF 10'.



4 - SIGN

TABLE 1

POSTED SPEED (MPH)	DISTANCE BETWEEN SIGNS			TAPER	BUFFER
	A	B	C		
15	100'	100'	100'	45'	100'
20	100'	100'	100'	80'	115'
25	100'	100'	100'	125'	155'
30	200'	200'	200'	180'	200'
35	200'	200'	200'	245'	250'
40	350'	350'	350'	320'	305'
45	350'	350'	350'	540'	360'
50	500'	500'	500'	600'	425'
55	500'	500'	500'	660'	495'
60	500'	500'	500'	720'	570'
65	500'	500'	500'	780'	645'

- NOTES:
- A) DISTANCES IN FEET UNLESS OTHERWISE NOTED.
- B) CONTRACTOR TO VERIFY (E) SPEED LIMIT.
- C) DISTANCES SHOWN ARE NOT VALID FOR LIMITED ACCESS HIGHWAYS. CONSULT STATE DOT MANUAL FOR DISTANCES.
- D) ADJUST DISTANCES TO COMPLY WITH REQUIREMENT OF THE STATE OR LOCAL HIGHWAY AUTHORITY HAVING JURISDICTION. SEE NOTE 1, SHEET TC-2.
- E) TAPER LENGTHS SHOWN BASED ON 12' LANE WIDTH. SEE NOTE 18, SHEET TC-2.

VEHICULAR TRAFFIC CONTROL PLAN - LANE MERGE

NOT TO SCALE



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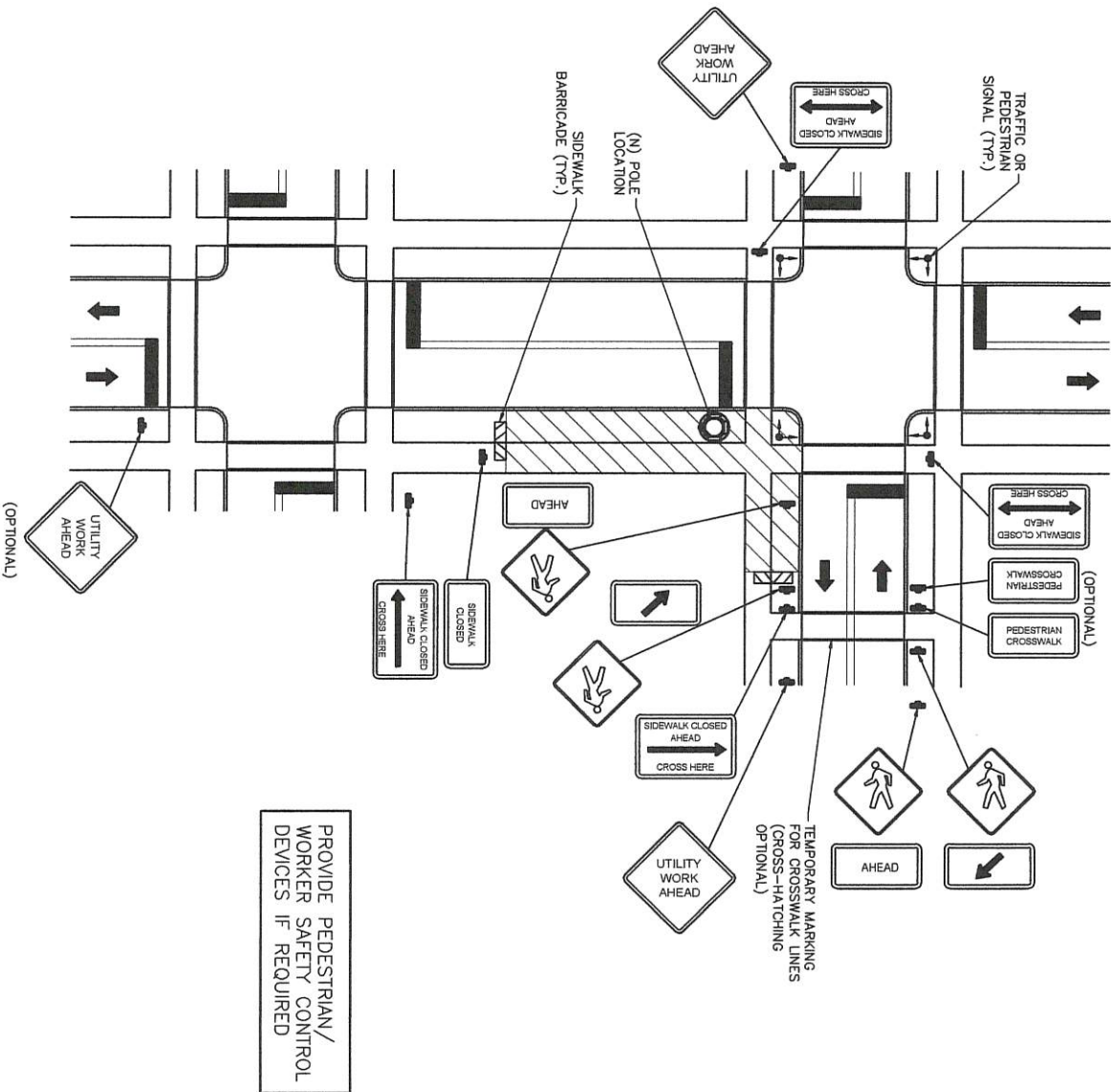
SHEET TITLE:

TRAFFIC
CONTROL PLAN

SHEET NUMBER: **C-4** REV. # **2**

TRAFFIC CONTROL GENERAL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL SIGNAGE LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
2. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
3. TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
4. SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - PART VI TEMPORARY TRAFFIC CONTROL, AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
5. ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
6. TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
7. CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE (E) TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
8. ALL (E) ROAD SIGNS, PAVEMENT MARKINGS AND/OR MOVABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE (N) TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MAINTH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
9. CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
10. ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6% TV SLOPE PRIOR TO END OF EACH WORK DAY. ALL EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
11. WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
12. CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
13. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
14. DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
15. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
16. THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
17. WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
18. TAPER LENGTHS ARE CALCULATED AS FOLLOWS:
 $L = WS^2/60$ (40 MPH AND HIGHER) OR $L = WS$ (OVER 40 MPH),
WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).



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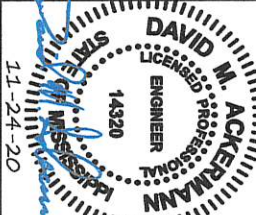
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PEDESTRIAN
SAFETY PLAN

SHEET NUMBER:
C-5

REV. #
2

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
5. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STILE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E. HOT), GROUNDING, AND TN CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE, CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT IDS).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOID PLASTIC LABELS.
9. ALL THE WIRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STILE COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C, IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
18. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
19. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PAINDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GSS) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND B1) FOR GROUND ELECTRODE SYSTEMS. TESTING SHALL BE IN ACCORDANCE WITH SPECIFICATION 24782-000-3P5-E500-00001. USE OF OTHER METHODS MUST BE PRE-APPROVED BY CONTRACTOR IN WRITING.
3. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS, WHEN ADDING ELECTRODES, CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE BETWEEN THE ADDED ELECTRODE AND ANY OTHER EXISTING ELECTRODE EQUAL TO THE BURIED LENGTH OF THE ROD. IDEALLY, CONTRACTOR SHALL STRIVE TO KEEP THE SEPARATION DISTANCE EQUAL TO TWICE THE BURIED LENGTH OF THE RODS.
4. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
5. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 AWG COPPER WIRE AND UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
6. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO B7S EQUIPMENT.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK-TO-BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
8. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
9. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES, BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 8 INCHES.
10. EACH INTERIOR B7S CABINET FRAME/PUNTH SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH #6 AWG STRANDED, GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. EACH OUTDOOR CABINET FRAME/PUNTH SHALL BE DIRECTLY CONNECTED TO THE BURIED GROUND RING WITH #2 AWG SOLID TIN-PLATED COPPER WIRE.
11. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING, SHALL BE #2 AWG SOLID TIN-PLATED COPPER UNLESS OTHERWISE INDICATED.
12. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE. CONNECTIONS TO ABOVE GRADE EXTERIOR UNITS SHALL BE MADE WITH EXOTHERMIC WELDS WHERE PRACTICAL, OR WITH 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS. HIGH PRESSURE CRIMP CONNECTORS MAY ONLY BE USED WITH WRITTEN PERMISSION FROM VERIZON MARKET REPRESENTATIVE.
13. EXOTHERMIC WELDS SHALL BE PERMITTED ON TOWERS ONLY WITH THE EXPRESS APPROVAL OF THE TOWER MANUFACTURER OR THE CONTRACTORS STRUCTURAL ENGINEER.
14. ALL WIRE TO WIRE GROUND CONNECTIONS TO THE INTERIOR GROUND RING SHALL BE FORMED USING HIGH PRESS CRIMPS OR SPLIT BOLT CONNECTIONS WHERE INDICATED IN THE DETAILS.
15. ON ROOFTOP SITES WHERE EXOTHERMIC WELDS ARE A FIRE HAZARD, COPPER COMPRESSION CAP CONNECTORS MAY BE USED FOR WIRE TO WIRE CONNECTIONS. 2 HOLE MECHANICAL TYPE BRASS CONNECTORS WITH STAINLESS STEEL HARDWARE, INCLUDING SET SCREWS SHALL BE USED FOR CONNECTION TO ALL ROOFTOP B7S EQUIPMENT AND STRUCTURAL STEEL.
16. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR USING TWO HOLE MECHANICAL TYPE BRASS CONNECTORS AND STAINLESS STEEL HARDWARE.
17. APPROVED ANTI-OXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
18. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
19. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
20. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF THE BURIED GROUND RING WITH # 2 SOLID AWG TIN-PLATED COPPER GROUND CONDUCTOR.
21. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH HALTS OR FLOORS, WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, (E.G., NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED, WHERE USE OF METAL CONDUIT IS UNAVOIDABLE).

DRAWN BY: 11-24-20	
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GULFPORT 2

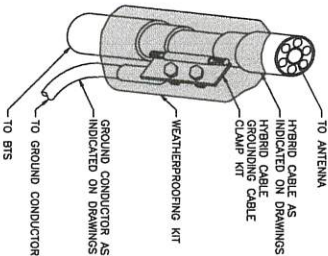
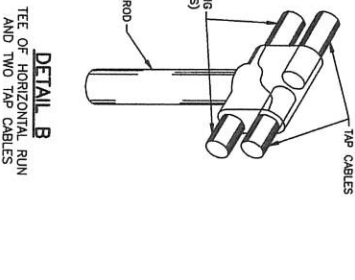
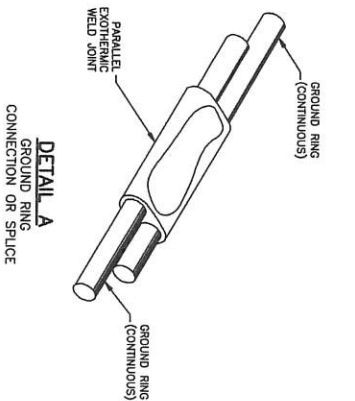
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1	PRELIM ISSUE	NO.	09/22/2020		
2	FINAL ISSUE	NO.	11/24/2020		
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TOWER ENGINEERING, INC.
556 JEFFERSON ST.
SUITE 201
LAKEVIEW, LA 70501
(337) 888-7178 TEL.
2920 KINSMAN ST.
SUITE 201
MEMPHIS, LA 70006
(504) 756-3112 TEL.

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GENERAL
ELECTRICAL
AND GROUNDING
NOTES

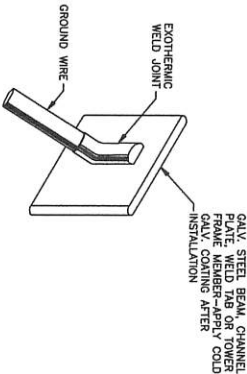
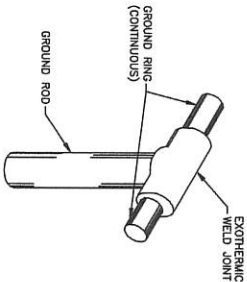


NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND.
2. ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
3. GROUNDING KIT AND WEATHERPROOFING KIT SHALL BE TYPE AND PART # AS SUPPLIED OR RECOMMENDED BY HYBRID CABLE MANUFACTURER.

CABLE GROUNDING DETAIL

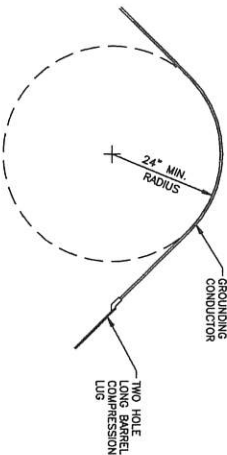
NOT TO SCALE



DETAIL C
TEE OF HORIZONTAL RUN

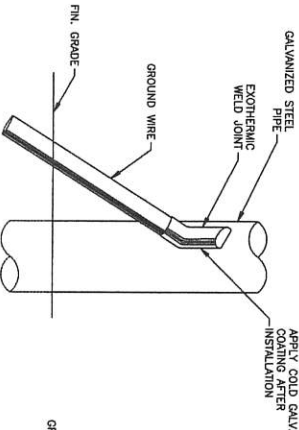
DETAIL D
MISC. STEEL CONNECTION

1. CLEAN SURFACES TO BE WELDED OF ALL PAINT, RUST, MOISTURE, CORROSION AND OTHER FOREIGN MATTER.
2. MAKE APPROPRIATE WELDED CONNECTION (REFER TO DETAILS), USE MANUFACTURER'S WRITTEN RECOMMENDATIONS.
3. IF WELDED MATERIALS HAVE A GALVANIZED FINISH, APPLY A PROTECTIVE COLD GALVANIZE COATING.

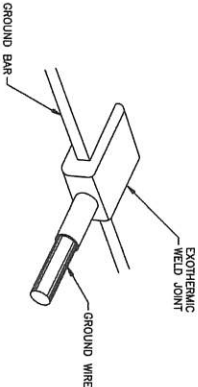


MINIMUM GROUNDING CONDUCTOR RADIUS

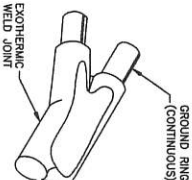
NOT TO SCALE



DETAIL E
PIPE CONNECTION



DETAIL F
GROUND BAR CONNECTION



DETAIL G
TAP CABLE TO GROUND RING



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TOWER ENGINEERING, INC.

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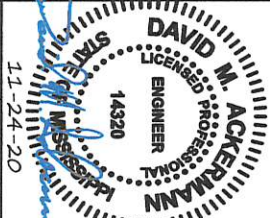


REVISION		DATE
NO.	DESCRIPTION	DATE
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2	FINAL ISSUE	11/24/2020
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SITE NAME:
GULFPORT 2

SITE ADDRESS:
25TH AVENUE
GULFPORT, MS 39501
HARRISON COUNTY

STAMP HERE:



DRAWN BY:	JDL
CHECKED BY:	DJA
DATE DRAWN:	09/16/2020
TEL JOB NO.	2120-150A-1002-012
SHEET TITLE:	

GROUNDING AND
WELD
CONNECTION
DETAILS

SHEET NUMBER:
E-3

REV. #
2

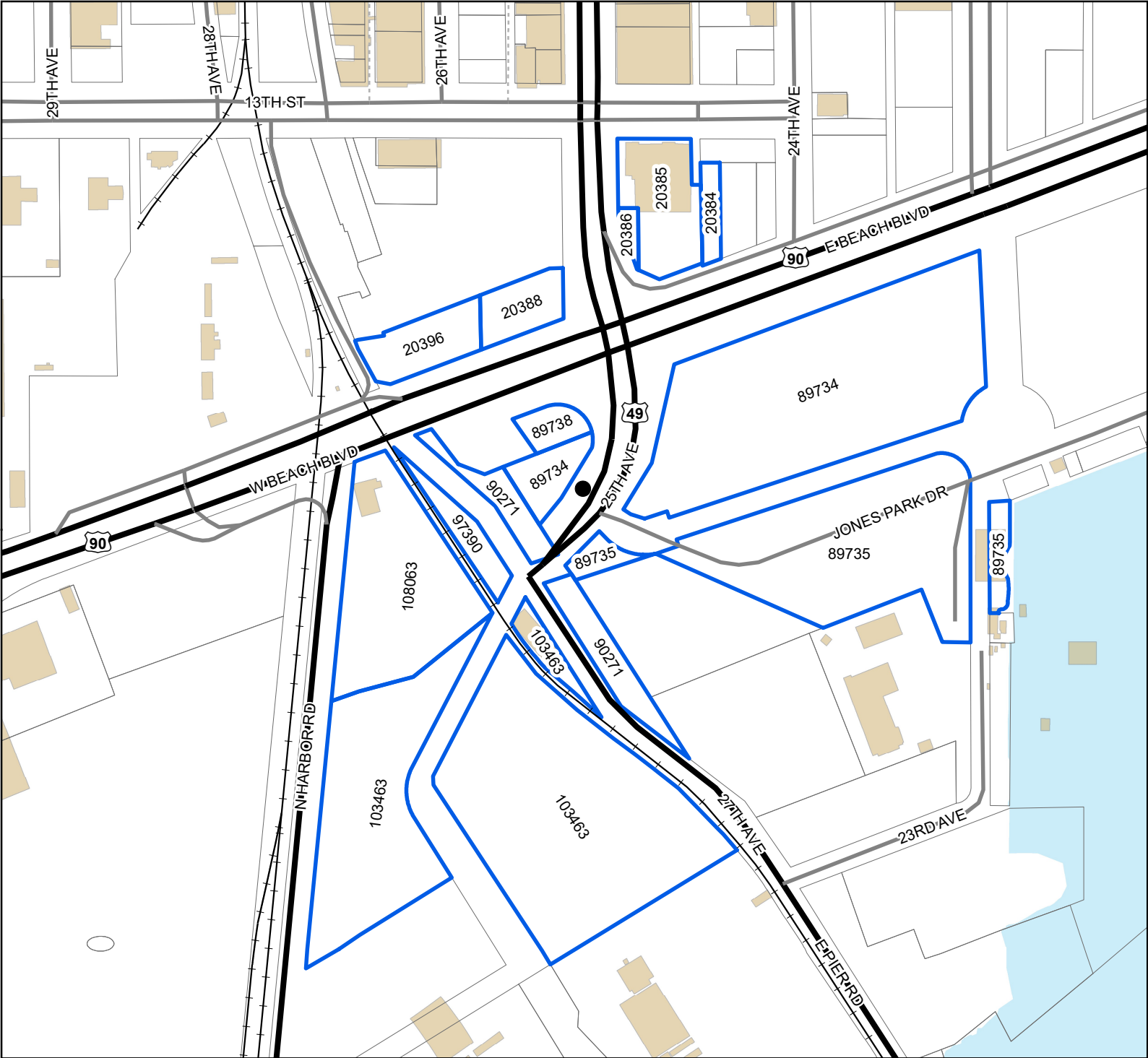
RE: Planning Commission Approval 2103PC032, by agent Ashley Zito, Requests a small cell tower, 25th Ave, Lat 30.364842, Long - 89.092922, Zoned B-2 (General business), Ward 2

To Applicants and Adjacent Property Owners:

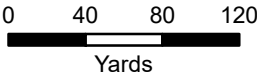
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, February 25, 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
Y			ASHLEY ZITO CO/UNITI FIBER (OWNER/AGENT)	110 E COLEMAN AVE	HAMMOND	LA	70403
			Adjacent Property Owners				
	20385	0811K-03-050.000	U S GOVT MAJOR FACILITIES OFFICE	225 N HUMPHREYS BLVD	MEMPHIS	TN	38166
	20388	0811K-04-037.000	2R LLC	4900 COURTHOUSE RD	GULFPORT	MS	39507
	20386	0811K-03-051.000	CHANCEY BRADFORD D & EAVES ROBERT C	8230 CURRY RD	BILOXI	MS	39532
	89738	0811K-02-009.000	GULFSIDE CASINO PARTNERSHIP MAJOR FACILITIES OFFICE	P O BOX 1600	GULFPORT	MS	39502
	103463	0811N-02-002.001	DOLE FRESH FRUIT COMPANY -LESSEE-C/O MS STATE PORT AUTH -LESSOR-	P O BOX 1689	GULFPORT	MS	39502
N	89734	0811K-02-002.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	89735	0811K-02-004.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	97390	0811K-02-012.000	MS STATE PORT AUTH	P O BOX 40	GULFPORT	MS	39502
N	108063	0811K-02-019.000	MS STATE PORT AUTH	P O BOX 40	GULFPORT	MS	39502
N	90271	0811K-02-010.000	MS STATE PORT AUTH	P O BOX 40	GULFPORT	MS	39502
	20396	0811K-04-038.000	2R LLC	P O BOX 520	GULFPORT	MS	39502
N	20384	0811K-03-049.000	UNITED STATES POSTAL SERVICE	REALTY ACQUISITION BRANC	MEMPHIS	TN	38166



- Adjacent Properties
- US or State Highway
- Street
- Alley
- Railroad
- Buildings
- Water Features



1 inch = 300 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.