AGENDA

GULFPORT CITY PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS

THURSDAY, APRIL 22, 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. Proof of Publication

F. Adoption of Minutes

F1. Planning Commission Meeting - March 25, 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. Resubdivision 2104PC052:

Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

2. Planning Commission Approval 2104PC053:

Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

3. Planning Commission Approval 2104PC061:

Planning Commission Approval 2104PC061, by owners Apacha Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

4. Planning Commission Approval 2104PC065: (Withdrawn by Administration)

Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

5. Resubdivision 2104PC068:

Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

6. Resubdivision 2104PC072:

Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

7. Planning Commission Approval 2104PC073:

Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

8. Zoning Map Amendment 2104PC074:

Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

9. Zoning Map Amendment 2104PC075:

Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

10. General Plan 2104PC076:

General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

11. Resubdivision 2105PC077:

Resubdivison 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

12. Special Exception 2103SE036:

Special Exception 2103SE036, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

13. General Plan 2103PC045: (Deferred from March meeting)

General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 26-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

G4. Other Business

H. Adjournment

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

PREVIEW FOR AD NUMBER IPL00174070

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, April 22, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

Planning Commission Approval 2104PC061, by owners Apacha Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Resubdivison 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2103SE036, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

This the 31st day of March 2021
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0017407
Apr 7 2021

<< Click here to print a printer friendly version >>

Wed Apr 7, 2021
SunHerald (Biloxi)

MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, March 25, 2021, 4:30 P.M.

CITY HALL COUNCIL CHAMBERS

A. Prayer: The Planning Commission led a prayer.

B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.

C. Call to Order: The meeting of the Planning Commission was called to order at **4:31pm.**

D. Determination of a Quorum: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:
WM. PRINCE JONES
TIM DAIGLE JR.
CHARLIE HEWES
JOHN ANTHONY
KEITH WILLIAMS
DOUG HANCOCK
BJ SELLERS
VIRGINIA ADOLPH

BOARD MEMBERS ABSENT:
HAROLD SPANN
BRANDON ELLIOTT
VIRGINIA ADOLPH
COLETTE TOWLES

STAFF MEMBERS PRESENT:
GREG HOLMES
SU-LIN BOLIN
EMMA STRONG
CORY LONG

COURT REPORTER:
NORMA SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

A **motion by Mr. Daigle** to approve Minutes of the **February 25, 2021,** meeting was **seconded by Mr. Sellers** and carried unanimously.

G. Hearing of Cases:

G1. The PUBLIC DECLARATION OF APPEAL PROCESS was read by the Chairperson: 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. The Chairperson asked for anyone speaking at the meeting to complete a Speaker's Card.

G3. Routine Agenda

1. Resubdivision 2102PC019:
(Deferred from February meeting)

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

Speaking for the Petition: Lexy Nie

Speaking against the Petition: None

Motion: Mr. Sellers – to approve the request with conditions.

Second: Mr. Jones

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

2. Resubdivision 2103PC035:

by owners Jeanette and Wallace Ladner, tax parcels 0711O-03-074.000 and 0711O-03-073.000, Divide into four new parcels, Woodward and Alston Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Speaking for the Petition: Jeanette Ladner

Speaking against the Petition: None

Motion: Mr. Daigle – to approve the request with conditions.

Second: Mr. Jones

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

3. **<u>Special Exception 2103SE036:</u>**

by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mr. Hewes – to postpone to next meeting.

Second: Mr. Anthony

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

4. **<u>Zoning Map Amendment 2103PC038:</u>**

by agent Roy V. Dehon, tax parcel 0910I-03-026.000, Request to rezone from R-2 (Single-family), B-1 (Neighborhood business), and B-2 (General business) to entirely B-2, 435 E Pass Rd, Ward 2

Speaking for the Petition: Vic Dehon

Speaking against the Petition: Sandra Hosford

Motion: Mr. Hewes – to approve the request with the condition of fence being repaired and coordinating with the Planning and Zoning Department.

Second: Mr. Hancock

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

5. **<u>Planning Commission Approval 2103PC039:</u>**

by owners Maggie & Jermille Johnson, tax parcel 0810B-03-099.000, Request mobile home use, West Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Speaking for the Petition: Maggie Johnson

Speaking against the Petition: Nacole James

Motion: Mr. Daigle – to deny the request.

Second: Mr. Hewes

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

6. **<u>General Plan 2103PC045:</u>**
<u>(Deferred to April meeting)</u>

by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 18-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	–
COLETTE TOWLES	–
VIRGINIA ADOLPH	–
CHARLIE HEWES	–
BJ SELLERS	–
WM. PRINCE JONES	–
DOUG HANCOCK	–
JOHN ANTHONY	–
BRANDON ELLIOTT	–
TIM DAIGLE JR	–

Action:

7. **<u>Zoning Map Amendment 2103PC046:</u>**

by agent Garlon Pemberton, tax parcels 1010E-01-003.000 and 1010E-01-011.000, Request to rezone from T3 (Sub-Urban zone) and T4+ (General Urban Zone "Plus") to completely T4+, W Pine St and Magnolia St, Ward 4

Speaking for the Petition: Garlon Pemberton, Rip Daniels

Speaking against the Petition: William Pettey, Joshua Andrews, Bobby Tyson, Reilly Morse, Phillip Burgess, Everett Faulk

Motion: Mr. Hewes – to approve with condtions and that the southern parcel to remain T3.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

8. **<u>General Plan 2103PC049:</u>**

by owner Rob-Lands, LLC, tax parcel 0811F-05-031.000, Approval of General Plan for 12-lot townhouse development (24th Avenue Townhomes) with 1 outparcel, 24th Ave, Zoned T4L (General Urban Zone "Limited"), Ward 3

Speaking for the Petition: Robert Knesal

Speaking against the Petition: None

Motion: Mr. Hewes – to approve the request with conditions.

Second: Mr. Daigle

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

9. **<u>Final Plat 2103PC050:</u>**

by owner Brookestone Gulf Coast LLC, tax parcels 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Approval of Final Plat for 103-lot subdivision (Brookestone) with 2 outparcels, E Taylor Rd, Zoned R-2 (Single-family), Ward 5

Speaking for the Petition: Robert Knesal

Speaking against the Petition: None

Motion: Mr. Daigle – to approve with conditions.

Second: Mr. Jones

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

10. **<u>Planning Commission Approval 2014PC054:</u>**

by agent Jeff Martella, Requests small cell tower in city right-of-way, 42nd Ave, Lat 30.367421, Long -89.111307, Zoned CS (Civic space), Ward 1

Speaking for the Petition: Jeff Martella, Jeffery Ott, Colleen Barrett

Speaking against the Petition: None

Motion: Mr. Jones – to approve with conditions.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

11. **<u>Planning Commission Approval 2104PC055:</u>**

by agent Jeff Martella, Requests small cell tower in city right-of-way, 13th St, Lat 30.366548, Long-89.115639, Zoned R-B (Residence-business), Ward 1

Speaking for the Petition: Jeff Martella, Jeffery Ott

Speaking against the Petition: None

Motion: Mr. Jones – to approve with conditions.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

12. **<u>Planning Commission Approval 2104PC056:</u>**

by agent Jeff Martella, Requests small cell tower in city right-of-way, Old Pass Rd, Lat 30.368693, Long -89.114997, Zoned R-B (Residence-business), Ward 1

Speaking for the Petition: Jeff Martella, Jeffery Ott

Speaking against the Petition: None

Motion: Mr. Jones – to approve with conditions.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

13. **<u>Planning Commission Approval 2104PC057:</u>**

by agent Jeff Martella, Requests small cell tower in city right-of-way, Broad Ave, Lat 30.367777, Long -89.118191, Zoned T4+ (General Urban Zone "Plus"), Ward 1

Speaking for the Petition: Jeff Martella, Jeffery Ott

Speaking against the Petition: None

Motion: Mr. Jones – to approve with conditions.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

14. **<u>Planning Commission Approval 2104PC058:</u>**

by agent Jeff Martella, Requests small cell tower in city right-of-way, Broad Ave, Lat 30.370791, Long -89.119869, Zoned T4+ (General Urban Zone "Plus"), Ward 1

Speaking for the Petition: Jeff Martella, Jeffery Ott

Speaking against the Petition: None

Motion: Mr. Jones – to approve with conditions.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

15. **<u>Planning Commission Approval 2104PC059:</u>**

by agent Jeff Martella, Requests small cell tower in city right-of-way, Mills Ave, Lat 30.370114, Long -89.124839, Zoned R-2 (Single-family), Ward 1

Speaking for the Petition: Jeff Martella, Jeffery Ott

Speaking against the Petition: None

Motion: Mr. Jones – to approve with conditions.

Second: Mr. Sellers

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

16. **<u>Resubdivision 2101PC014:</u>**

by agent Heinrich and Associates, tax parcels 1009L-02-001.001 and 1009L-03-007.000, Divide into 4 parcels, Lorraine Rd and Old Lorraine Rd, Zoned B-1 (Neighborhood business), Ward 5

Speaking for the Petition: Mr. Heinrich

Speaking against the Petition: None

Motion: Mr. Sellers – to approve the request with conditions.

Second: Mr. Daigle

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

17. 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

Speaking for the Petition: Barry Buhanan

Speaking against the Petition: None

Motion: Mr. Anthony – to approve the request with conditions.

Second: Mr. Jones

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– Absent
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
JOHN ANTHONY	– Yea
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Yea

Action: Motion carries unanimously.

H. Adjournment

There being no further business, a Motion was made by **Mr. Sellers** to adjourn, seconded by **Mr. Daigle** and carried unanimously. The meeting adjourned at **6:45pm .**

_____ Date: _____

WILLIAM PRINCE JONES, Secretary

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

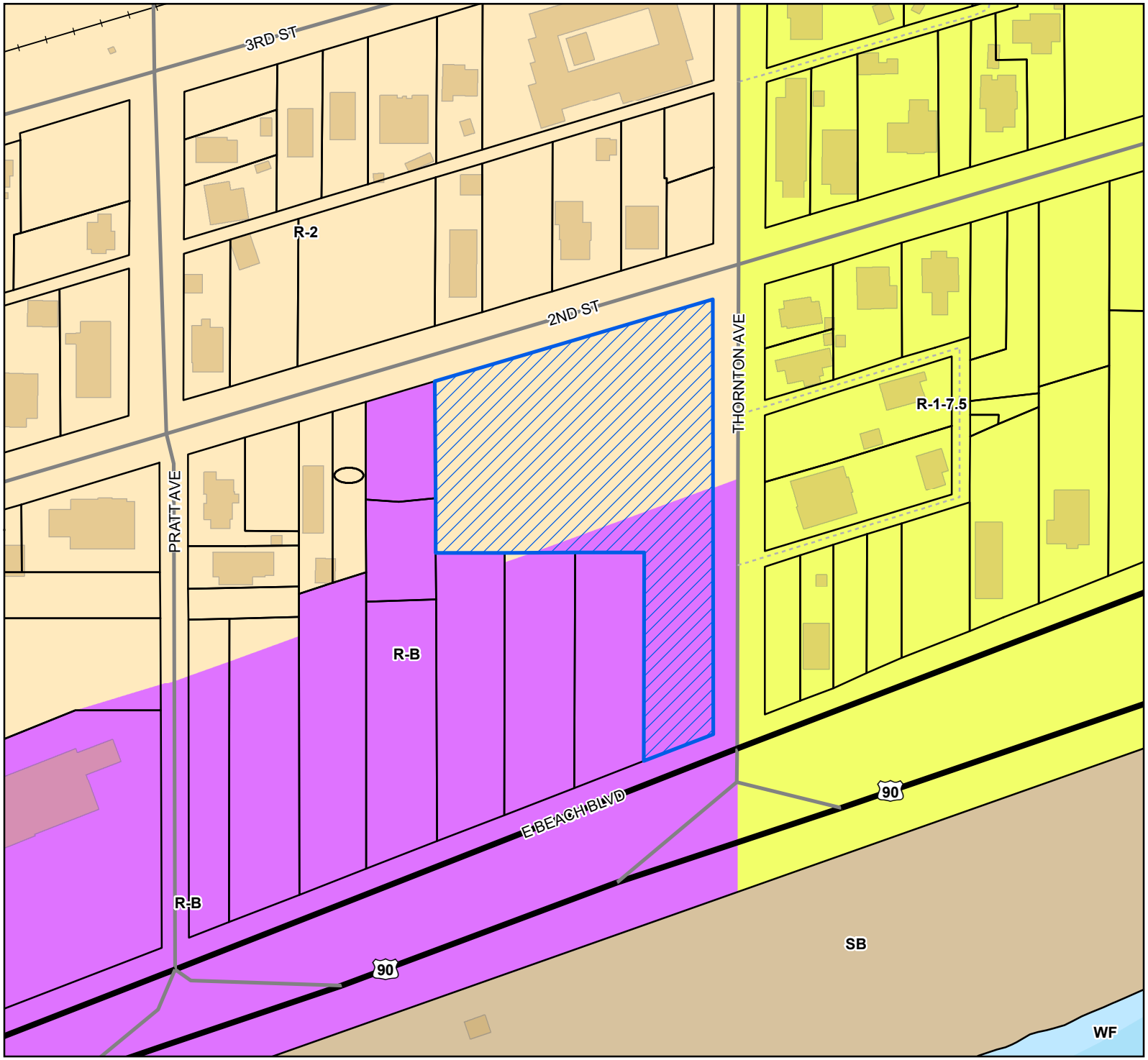
Date of Hearing: April 22, 2021

Re: **<u>Resubdivision 2104PC052:</u>**

Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence business), Ward 2

2104PC052

Resubdivision



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

Zoning

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

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

R-B - Residence-Business District

SB - Sand Beach

WF - Water Front

Site Information

0811G-02-016.000
Zoning: R-2 (Single-family)
R-B (Residence business)
Size: 1.9 acres
Flood: 0.2%, AE

0 25 50 75
Yards

1 inch = 150 feet

N
W E
S

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.

Revision date 11/12/15.

$215.00

CITY OF GULFPORT
Urban Development - Planning Division
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 2104PC052

Date Received: 2/12/2021

Receipt #:

Received By: per mgmt

Zoning: R-2 | R-B

Ward: 2 Flood: 0.2% | AE

Size: 1.9 acres

TAX PARCEL # 0 8 1 1 G – 0 2 – 0 1 6 . 0 0 0

(If necessary, use separate sheet of paper)

Address of Property Involved: 1525 Thorton Ave (Former East Ward School)

Lot(s) Part of Several, Block(s) _____, Subdivision Soria City

General Location: Southwest Corner of 2nd Street and Thorton Ave, Gulfport

GENERAL DESCRIPTION OF REQUEST:

Re-subdivide property into lots for residential home construction

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request.

OWNER	AGENT
Elliott Land Developments, LLC Printed Name Of Owner	Printed Name Of Agent
1402 Pass Road Mailing Address	Mailing Address
Gulfport MS 39501 City State Zip code	City State Zip code
228-596-4471 Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
kenneth@myelliotthome.com Email	Email
Signature Of Owner	**Signature Of Agent**

If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures. ☐

SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

COUNTY OF HARRISON

STATE OF MISSISSIPPI

I, Kenneth Jones, VP of Land for Elliott Land Development, LLC state that the request is not in violation of any restrictive covenants or protective covenants.

Signed this the 29th day of January 2021.

Kenneth Jones II

SWORN TO AND SUBSCRIBED before me, by the owner (or seller), contractor or purchaser, whose signature appears above, this the 29 day of January, 2021.

My Commission Expires: 5/10/24.

ANGELA STAFFORD
NOTARY PUBLIC
ID No. 199119
Commission Expires
May 10, 2024
STATE OF MISSISSIPPI
HANCOCK COUNTY

Notary Public

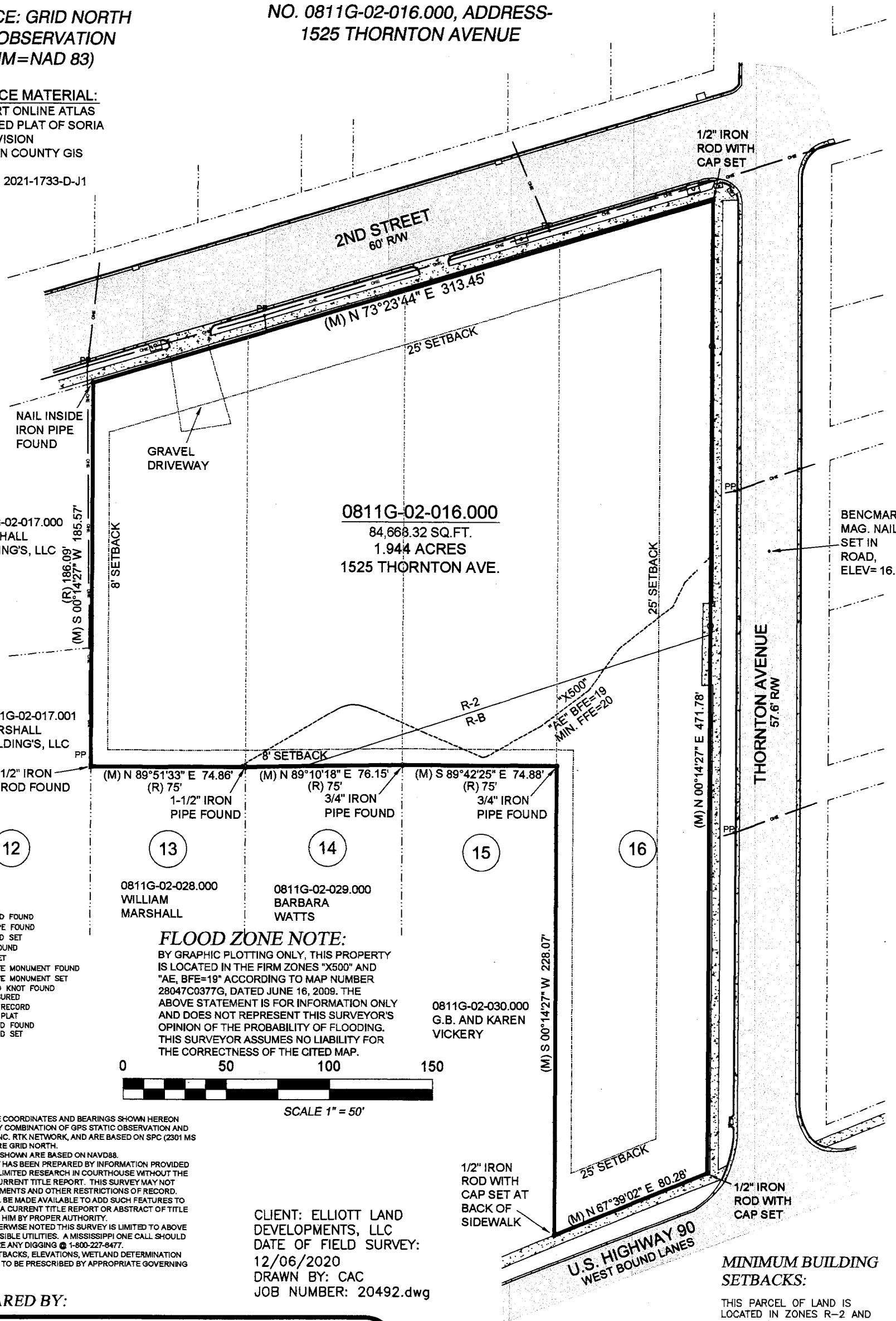
N
W E
S

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

A RESUBDIVISION OF A 1.944 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1","2","3","4","5","6","7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811G-02-016.000, ADDRESS- 1525 THORNTON AVENUE

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

REFERENCE MATERIAL:
1.) GULFPORT ONLINE ATLAS
2.) RECORDED PLAT OF SORIA CITY SUBDIVISION
3.) HARRISON COUNTY GIS WEBSITE
4.) INST. NO. 2021-1733-D-J1



LEGEND:
- ⊠ -- IRON ROD FOUND
- ● -- IRON PIPE FOUND
- ○ -- IRON ROD SET
- ⊗ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊠ -- CONCRETE MONUMENT FOUND
- □ -- CONCRETE MONUMENT SET
- ◘ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "AE, BFE=19" ACCORDING TO MAP NUMBER 28047C0377G, 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.

0 50 100 150

SCALE 1" = 50'

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E). BEARINGS ARE GRID NORTH.
2.) ELEVATIONS SHOWN ARE BASED ON NAVD88.
3.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
4.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-8477.
5.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

CLIENT: ELLIOTT LAND DEVELOPMENTS, LLC
DATE OF FIELD SURVEY: 12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN ZONES R-2 AND R-B AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

PREPARED BY:

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

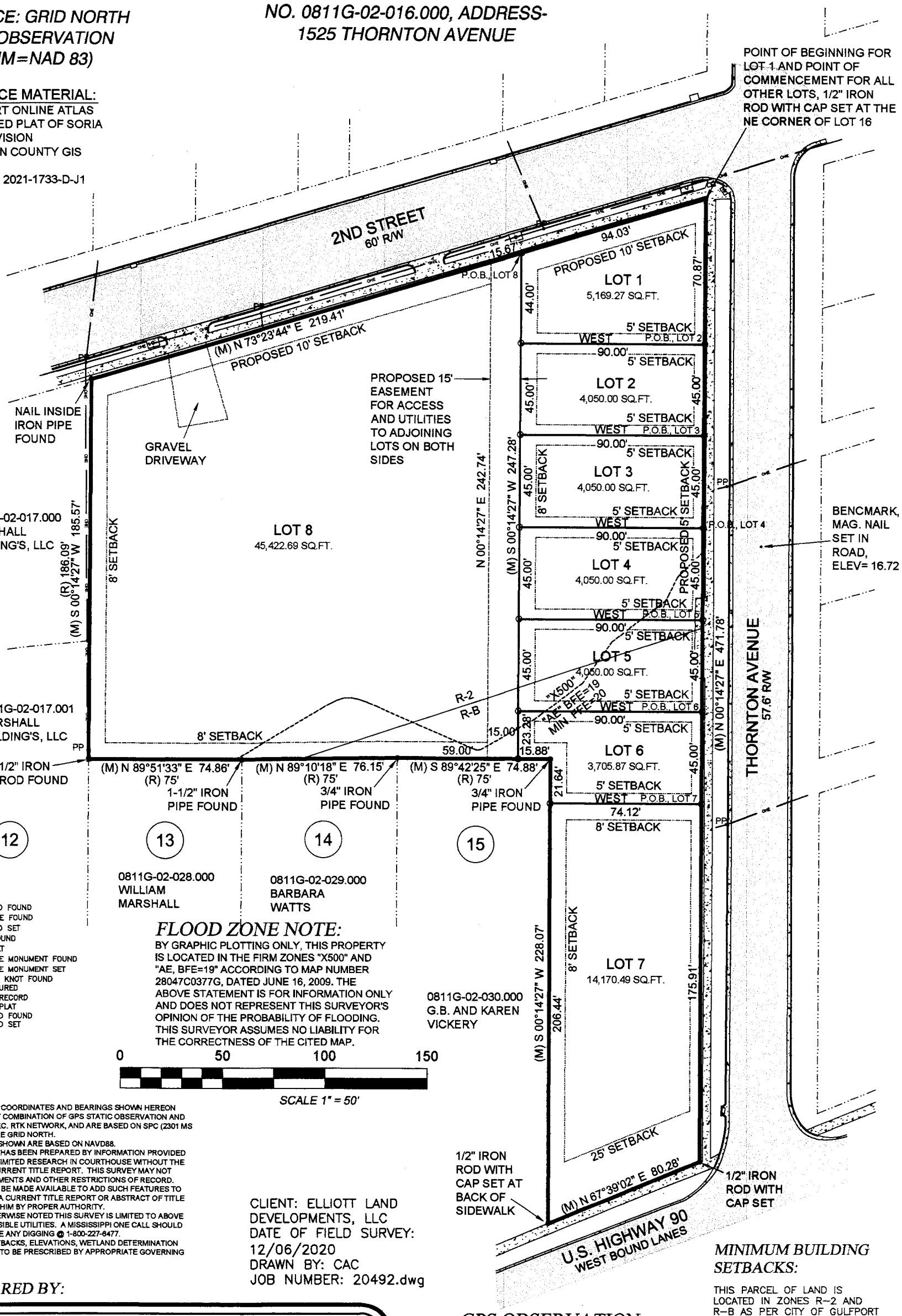
A RESUBDIVISION OF A 1.944 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1","2","3","4","5","6","7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811G-02-016.000, ADDRESS- 1525 THORNTON AVENUE

N
W E
S

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

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

REFERENCE MATERIAL:
1.) GULFPORT ONLINE ATLAS
2.) RECORDED PLAT OF SORIA CITY SUBDIVISION
3.) HARRISON COUNTY GIS WEBSITE
4.) INST. NO. 2021-1733-D-J1



LEGEND:
- ⊠ -- IRON ROD FOUND
- ● -- IRON PIPE FOUND
- ○ -- IRON ROD SET
- ⊠ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊠ -- CONCRETE MONUMENT FOUND
- □ -- CONCRETE MONUMENT SET
- ◘ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
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- IRS -- IRON ROD SET

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X500" AND "AE, BFE=19" ACCORDING TO MAP NUMBER 28047C0377G, 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.

0 50 100 150

SCALE 1" = 50'

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E). BEARINGS ARE GRID NORTH.
2.) ELEVATIONS SHOWN ARE BASED ON NAVD88.
3.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
4.) 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.
5.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

CLIENT: ELLIOTT LAND DEVELOPMENTS, LLC
DATE OF FIELD SURVEY: 12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN ZONES R-2 AND R-B AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

PREPARED BY:

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

A RESUBDIVISION OF A 1.944 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1","2","3","4","5","6","7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811G-02-016.000, ADDRESS- 1525 THORNTON AVENUE

NOTE:

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

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 12/06/2020
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

GENERAL NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE,BFE=18", "AE,BFE=19" AND "AE,BFE=20" ACCORDING TO MAP NUMBER 28047C0268G DATED JUNE 16, 2009.

3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.

5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPIED.

6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

CLIENT: ELLIOTT LAND DEVELOPMENTS, LLC
DATE OF FIELD SURVEY: 12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

PREPARED BY:

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

0811G-02-016.000, RECORD DESCRIPTION, 2021-1733-D-J1

That certain property formerly known as Gulfport East Ward School and being described as follows, to-wit: The North Half of Lot 13, the North Half of Lot 14, the North Half of Lot 15, and all of Lot 16, in Block 5 of Soria City Addition as shown by map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:

LEGAL DESCRIPTION: LOT "1"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 70.87'; THENCE WEST 90.00'; THENCE N00°14'27"E 44.00' TO THE SOUTH MARGIN OF 2ND STREET; THENCE ALONG SAID SOUTH MARGIN, N73°23'44"E 94.03' TO THE POINT OF BEGINNING, CONTAINING 5,169.27 SQUARE FEET.

LEGAL DESCRIPTION: LOT "2"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 70.87' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00'; THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00 SQUARE FEET.

LEGAL DESCRIPTION: LOT "3"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 115.87' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00'; THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00 SQUARE FEET.

LEGAL DESCRIPTION: LOT "4"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 160.87' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00'; THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00 SQUARE FEET.

LEGAL DESCRIPTION: LOT "5"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 205.87' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 90.00'; THENCE N00°14'27"E 45.00'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 4,050.00 SQUARE FEET.

LEGAL DESCRIPTION: LOT "6"

A PORTION OF LOTS 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 250.87' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 45.00'; THENCE WEST 74.12' TO THE WEST LINE OF SAID LOT 16; THENCE ALONG SAID WEST LINE, N00°14'27"E 21.64' TO AN IRON PIPE FOUND; THENCE N89°42'25"W 15.88'; THENCE N00°14'27"E 23.28'; THENCE EAST 90.00' TO THE POINT OF BEGINNING, CONTAINING 3,705.87 SQUARE FEET.

LEGAL DESCRIPTION: LOT "7"

A PORTION OF LOT 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE WEST MARGIN OF THORNTON AVENUE, S00°14'27"W 295.87' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°14'27"W 175.91' TO THE NORTH MARGIN OF U.S. HIGHWAY 90; THENCE ALONG SAID NORTH MARGIN, S67°39'02"W 80.28' TO THE WEST LINE OF SAID LOT 16; THENCE ALONG SAID WEST LINE, N00°14'27"E 206.44'; THENCE EAST 74.12' TO THE POINT OF BEGINNING, CONTAINING 14,170.49 SQUARE FEET.

LEGAL DESCRIPTION: LOT "8"

A PORTION OF LOTS 13, 14, 15 AND 16, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE SOUTH MARGIN OF 2ND STREET, S73°23'44"W 94.03' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN OF 2ND STREET, S73°23'44"W 219.41' TO A NAIL INSIDE AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF SAID LOT 13, S00°14'27"W 185.57' TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF SAID LOT 13; THENCE N89°51'33"E 74.86' TO AN IRON PIPE FOUND; THENCE N89°10'18"E 76.15' TO AN IRON PIPE FOUND; THENCE S89°42'25"E 59.00'; THENCE N00°14'27"E 247.28' TO THE POINT OF BEGINNING, CONTAINING 45,422.69 SQUARE FEET. BEING SUBJECT TO A 15 FEET WIDE ACCESS AND UTILITY EASEMENT ACROSS THE EAST 15 FEET OF HEREIN DESCRIBED PROPERTY.

LEGAL DESCRIPTION FOR EASEMENT

A 15 FEET ACCESS AND UTILITY EASEMENT ACROSS A PORTION OF THE NORTH ONE-HALF OF LOT 15, BLOCK 5, SORIA CITY ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 5, SORIA CITY ADDITION; THENCE ALONG THE SOUTH MARGIN OF 2ND STREET, S73°23'44"W 94.03' TO THE POINT OF BEGINNING; THENCE S00°14'27"W 247.28'; THENCE N89°42'25"W 15.00'; THENCE N00°14'27"E 242.74' TO THE SOUTH MARGIN OF 2ND STREET; THENCE ALONG SAID SOUTH MARGIN, N73°23'44"E 15.67' TO THE POINT OF BEGINNING.

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 # 0811G-02-016.000, LOCATED IN SORIA CITY ADDITION TO GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF 2ND STREET AND ON THE WEST SIDE OF THORNTON AVENUE. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

0811G-02-016.000. *THE CASE FILE NUMBER IS* _____.

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT ELLIOTT LAND DEVELOPMENTS, 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 12 DAY OF March, 2021.

ELLIOTT LAND DEVELOPMENTS, LLC

BY: _____

BRANDON ELLIOTT, MANAGING MEMBER

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 RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

ELLIOTT LAND DEVELOPMENTS, LLC

BY: _____

BRANDON ELLIOTT, MANAGING MEMBER

THIS 12 *DAY OF* March, *2021.*

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED BRANDON ELLIOTT, MANAGING MEMBER OF ELLIOTT LAND DEVELOPMENTS, LLC, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

A RESUBDIVISION OF A 1.944 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1","2","3","4","5","6","7" AND "8". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811G-02-016.000, ADDRESS- 1525 THORNTON AVENUE

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 11th *DAY OF* MARCH, *2021.*

_____

CLIFFORD A. CROSBY, MS PLS 2539

CLIFFORD A. CROSBY REGISTERED PROFESSIONAL LAND SURVEYOR PLS 2539 STATE OF MISSISSIPPI

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE _____ *DAY OF* _____, *2021.*

BY: _____

KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

BY: _____

GREG HOLMES
THE CITY OF GULFPORT'S 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 _____, 2021.

ATTEST:

_____

BRITTANY RODGERS
THE CITY OF GULFPORT'S CLERK OF COUNCIL

_____

F.B. "RUSTY" WALKER, IV
THE CITY OF GULFPORT'S 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 _____, 2021.

_____

BILLY HEWES
THE CITY OF GULFPORT'S MAYOR

CLIENT: ELLIOTT LAND DEVELOPMENTS, LLC
DATE OF FIELD SURVEY: 12/06/2020
DRAWN BY: CAC
JOB NUMBER: 20492.dwg

PREPARED BY:

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

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 210078

Indexing: The N ½ of Lot 13& 14 &15 and all of Lot 16, In Block 5 of Soria City Addition Gulfport East Ward School

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Gulfport Municipal Separate School District
2001 Pass Road
Gulfport, MS 39501

do hereby sell, convey and warrant unto

Elliott Land Developments, LLC
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914

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

> **That certain property formerly known as Gulfport East Ward School and being described as follows, to-wit: The North Half of Lot 13, the North Half of Lot 14, the North Half of Lot 15, and all of Lot 16, in Block 5 of Soria City Addition as shown by map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi**

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

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

IN WITNESS WHEREOF, Gulfport Municipal Separate School District has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 1st day of ~~January,~~ February 2021.

Gulfport Municipal Separate School District

BY: _____
Steven Warren, President

BY: _____
Gerald Norris, Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Steven Warren, who acknowledge that he is the President of Gulfport Municipal Separate School District, and Gerald Norris, who acknowledge that he is the Secretary of Gulfport Municipal Separate School District and both as its act and deed, 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 1st day of ~~January~~ February, 2021.

_____
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
HEATHER LADNER SMITH
ID# 104068
NOTARY PUBLIC
Comm. Expires
Oct. 26, 2024
HANCOCK COUNTY

2104PC052

Resubdivision

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

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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RE: Resubdivision 2104PC052, by owner Elliott Land Development, LLC, tax parcel 0811G-02-016.000, Divide into eight new parcels, Thorton Ave and 2nd St, Zoned R-2 (Single-family) and R-B (Residence 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, April 22, 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, April 22, 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			ELLIOTT LAND DEVELOPMENTS, LLC (OWNER)	1402 PASS ROAD	GULFPORT	MS	39501
N			**Adjacent Property Owners**				
	35588	0811H-04-052.000	BATCHELDER WILLIAM B & HOLLY M	1456 AVONDALE AVE	JACKSONVILLE	FL	32205
	34480	0811G-02-011.000	BOX ADAM C & KRISTEN MERRITT	4901 COURTHOUSE RD	GULFPORT	MS	39507
	35597	0811H-04-045.000	CALLECOD ANGELA CLARICE & MICHAEL T	1417 2ND ST	GULFPORT	MS	39501
	81007	0811G-02-020.000	CREWS WILLIAM R & KAREN M -TRUSTEES	1540 PRATT AVE	GULFPORT	MS	39501
N	34403	0811G-02-021.000	CREWS WILLIAM R & KAREN M -TRUSTEES	1540 PRATT AVE	GULFPORT	MS	39501
N	34418	0811G-02-016.000	EAST SIDE SCHOOL				0
	87964	0811G-02-009.000	FINLEY ROSEMARY B	20111 LOVERS LN	LONG BEACH	MS	39560
	34479	0811G-02-010.000	FITE GREGORY J & SHANDRA H	1524 2ND STREET	GULFPORT	MS	39501
	34493	0811G-02-034.000	GULF COAST DEVELOPMENT LLC	22 HONEY LOCUST COURT	LAFAYETTE HILL	PA	19444
	35586	0811G-02-031.000	HERCHENHAHN JERRY T & CHERIE	167 BALMORAL AVE	BILOXI	MS	39531
	34410	0811G-02-019.000	HERRINGTON KIMBERLY B	1535 2ND ST	GULFPORT	MS	39501
	87966	0811G-02-015.000	KITE JOHN & HARRINGTON PERIAN	P O BOX 5382	VANCLEAVE	MS	39565
N	34485	0811G-02-015.001	KITE JOHN & HARRINGTON PERIAN	P O BOX 5382	VANCLEAVE	MS	39565
	34483	0811G-02-014.000	KRIMSON INVESTMENTS LLC	8218 RIDGEWOOD DR	KILN	MS	39556
	34412	0811G-02-018.000	LADNER RICHARD M & JENNY L TATE	78 BAYOU CIR	GULFPORT	MS	39507
	146224	0811G-02-018.001	LADNER RICHARD M & JENNY L TATE	78 BAYOU CIR	GULFPORT	MS	39507
	87968	0811G-02-017.000	MARSHALL HOLDING'S LLC	2350 TWIN BAY VIEW	FT WALTON BEACH	FL	32547
N	104916	0811G-02-017.001	MARSHALL HOLDING'S LLC	2350 TWIN BAY VIEW	FT WALTON BEACH	FL	32547
	87979	0811G-02-028.000	MARSHALL WILLIAM R	2350 TWIN BAY DR	FORT WALTON BCH	FL	32547
	34482	0811G-02-013.000	MENARD ROBERT S & LYNN L TRUST	661 BERING DRIVE UNIT 801	HOUSTON	TX	77057
	35590	0811H-04-054.000	MORTON DAVID W & SUSAN C	15513 WHITE TAIL CT	BATON ROUGE	LA	70817
N	35589	0811H-04-053.000	MORTON DAVID W & SUSAN C	15513 WHITETAIL COURT	BATON ROUGE	LA	70817
	88771	0811H-04-048.000	NATIONS KELLY M	1510 THORNTON AVE	GULFPORT	MS	39501
N	35591	0811H-04-049.000	NATIONS KELLY M	1510 THORNTON AVE	GULFPORT	MS	39501
	35595	0811G-02-033.001	NEW SEAN J & CYNTHIA J	1532 THORNTON AVE	GULFPORT	MS	39501
	34495	0811H-04-016.000	NUGENT DAVID R	1430 2ND ST	GULFPORT	MS	39501
	35587	0811G-02-032.000	PARKER DAVID E & JUDY E	1440 E BEACH BLVD	GULFPORT	MS	39501
	35596	0811H-04-046.000	PETTY CATHERINE C	1423- 2ND STREET	GULFPORT	MS	39501
	34404	0811G-02-022.000	RIEMANN CATHERINE	1530 PRATT AVE	GULFPORT	MS	39501
	34476	0811G-02-008.000	ROBERSON HELEN B	P O BOX 6406	GULFPORT	MS	39506
	35594	0811G-02-033.000	SMITH MICHAEL B & DEROSIER ROXAN	400 PRIVATE RD 31150	PARIS	TX	75460
	34494	0811H-04-015.000	SPARKS JEREMY LEE & DAWN R	1442 2ND STREET	GULFPORT	MS	39507
	34419	0811G-02-030.000	VICKERY G B & KAREN P	7 E 52ND ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	34414	0811G-02-027.000	VICMAR PROPERTIES INC	2350 TWIN BAY VIEW	FORT WALTON BCH	FL	32547
N	34411	0811G-02-026.000	VICMAR PROPERTIES INC	2350 TWIN BAY VIEW	FORT WALTON BCH	FL	32547
	34417	0811G-02-029.000	WATTS BARBARA F	9355 COUNTY FARM RD	GULFPORT	MS	39503
	34405	0811G-02-023.000	WILLIS RICHARD C	6610 HALE CT	DIAMONDHEAD	MS	39525

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

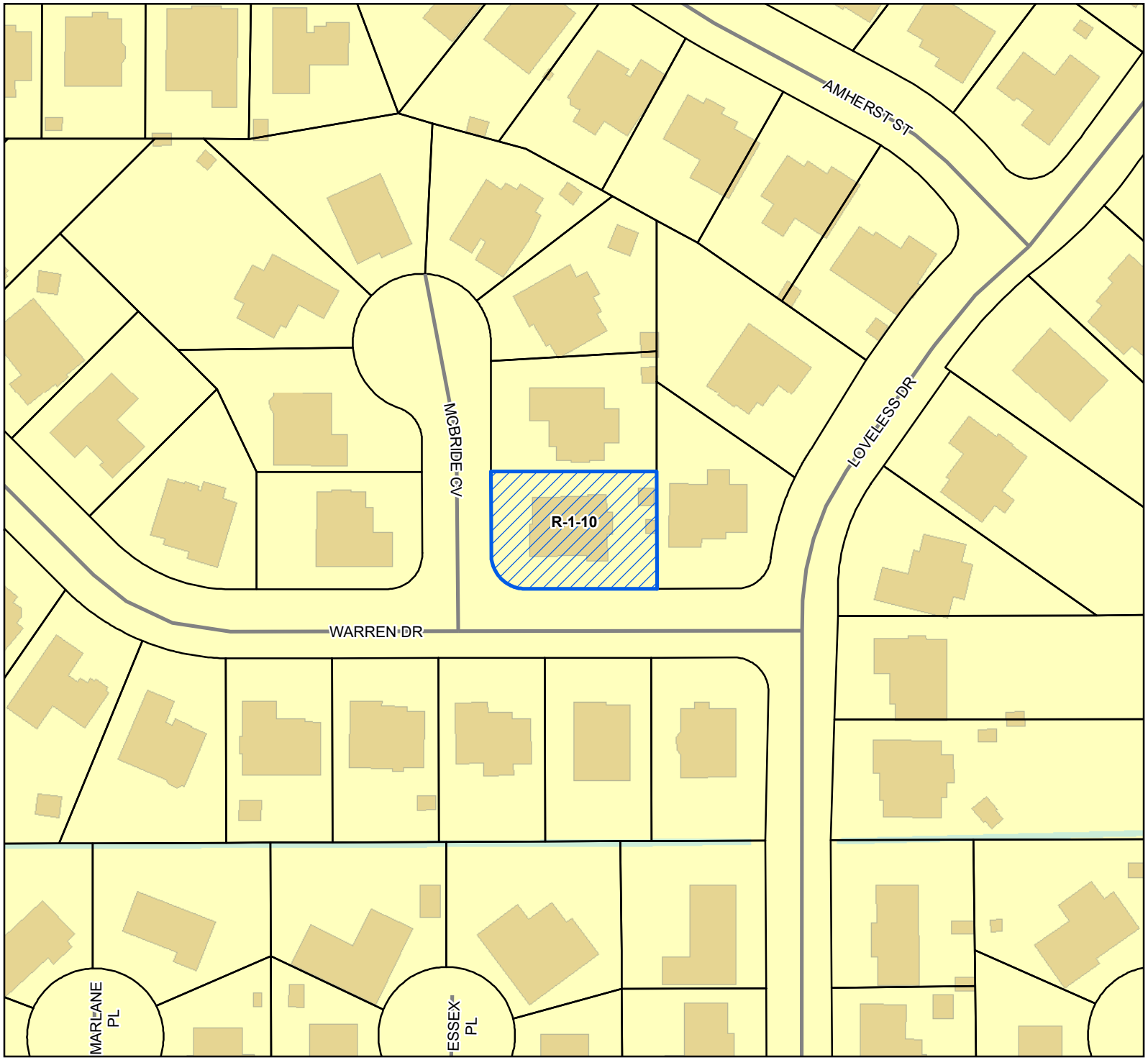
Date of Hearing: April 22, 2021

Re: **Planning Commission Approval 2104PC053:**

Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

2104PC053

Planning Commission Approval



Site
Street
Parcels
Buildings
Water Features

Zoning

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

Site Information

0808F-01-001.127
Zoning: R-1-10 (Single-family)
Size: 10,063 square feet
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N W E S

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CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Crissy Ahern

Address: 14866 McBride Cove Gulfport, MS 39503

Phone: (Home) 228-209-3458 (Work/Cell) same

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: Copper Key Real Estate

Nature of business: real estate

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. X

Give hours: X

Later than 5:00 p.m.: X

Give hours: X

Method of conducting business:

Telephone: yes

Mail order: no

Personal computer: yes

Appointment: yes

Traffic generation:

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

If so, specify the number and frequency of deliveries: —

Describe size of vehicle making deliveries: —

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

appointment only

Specify number and frequency of visits by clients and customers: aprx 1 per month

Is everything made, manufactured, or provided on site? — n/a

Is special equipment required in production? —

If so, described it, giving size of motor, etc. —

Are sales made from the premises? —

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

Local stores on consignment: —

Arts and crafts or flea markets: —

Trade shows: —

Other: real estate

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: Crissy Ahern

Signature: Crissy Ahern

Date: Feb 12, 2021

Addresspoints

Parcels

2480sq ft home

N
W E
S

1 inch = 50 feet

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We have access to police and fire protection already. Will not be needing additional water supplies as we are connected to city water. Will not cause traffic congestions or hazards as we may only see 1-2 clients a month. Will be conducting our real estate transactions from home business.

Crissy Ahern
2/12/21
CRISSY AHERN

F0100
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2021065402

Business ID: 1259192
Filed: 02/07/2021 01:37 PM
Michael Watson
Secretary of State

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company
Business Name: Copper Key Real Estate LLC
Business Email: CopperKeyRE@yahoo.com

NAICS Code/Nature of Business

531210 - Offices of Real Estate Agents and Brokers

Registered Agent

Name: Crissy Ahern
Address: 14866 Mcbride Cove
Gulfport, MS 39503

Signature

The undersigned certifies that:
1) he/she has notified the above-named registered agent of this appointment;
2) he/she has provided the agent an address for the company, and;
3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***02/07/2021***.

Name:	***Address:***
Crissy Ahern	14866 Mcbride Cove
Organizer	Gulfport, MS 39503

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State, I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Copper Key Real Estate LLC

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Given this the 7th day of February, Two Thousand and Twenty-One, in the Capital City of Jackson, Mississippi under my Hand and Seal,

Michael Watson

1st Judicial District
Instrument 2018 7956 T – J1
Filed/Recorded 9/19/2018 08:51 A
Total Fees $ 17.00
12 Pages Recorded

[Space Above This Line For Recording Data]

DEED OF TRUST

FHA Case Number:
281-4752666-702

Loan Number: **588180864493**

MIN: **100307110010983703**
SIS Telephone #: **(888) 679-MERS**

Parcel ID Number: **0808F-01-001.127**

This instrument was prepared by:
EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING
14801 QUORUM DRIVE, SUITE 300
DALLAS, TEXAS 75254
214-340-5225

WHEN RECORDED, MAIL TO:
Schwartz, Orgler & Jordan, PLLC
P.O. Box 2408
Gulfport, MS 39505
(228) 832-8550
File #181427

INDEXING INSTRUCTIONS: Lot 35, Northwood Hills S/D, Phase 7, Part 4, Harrison County, 1st JD, MS

LENDER: **EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING**
14801 QUORUM DRIVE, SUITE 300
DALLAS, TEXAS 75254
214-340-5225

TRUSTEE: **SCOTT EVERETT**
14801 QUORUM DRIVE, SUITE 300
DALLAS, TEXAS 75254
214-340-5225

GRANTEE: (Beneficiary) Physical Business Mailing Address **Mortgage Electronic Registration Systems, Inc.**
1901 E Voorhees Street, Suite C,
Danville, IL 61834
tel. **(888) 679-MERS**

and Mailing Address
MERS
P.O. Box 2026
Flint, MICHIGAN 48501-2026

GRANTOR(S): (Borrower) **CRISSY D AHERN**
3703 JO BETH TERRACE
GAUTIER, MISSISSIPPI 39553
228-209-3458

JAMES AHERN
3703 JO BETH TERRACE
GAUTIER, MISSISSIPPI 39553
Phone: (228) 209-3458

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **September 17, 2018**, together with all Riders to this document.

(B) "Borrower" is **CRISSY D AHERN AND JAMES AHERN, WIFE AND HUSBAND.** Borrower is the trustor under this Security Instrument.

(C) "Lender" is **EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING.** Lender is , **A TEXAS CORPORATION,** organized and existing under the laws of **TEXAS.**
Lender's address is **14801 QUORUM DRIVE, SUITE 300, DALLAS, TEXAS 75254.** Lender's phone number is **214-340-5225.**

(D) "Trustee" is **SCOTT EVERETT.**
Trustee's address is **14801 QUORUM DRIVE, SUITE 300, DALLAS, DALLAS** County, **TEXAS 75254**

(E) "MERS" is **Mortgage Electronic Registration Systems, Inc.** MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of **Delaware**, and has an address and telephone number of **1901 E Voorhees Street, Suite C, Danville, IL 61834** and **P.O. Box 2026, Flint, MICHIGAN 48501-2026**, tel. **(888) 679-MERS.**

(F) "Note" means the promissory note signed by Borrower and dated **September 17, 2018.** The Note states that Borrower owes Lender **ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED NINETEEN AND NO/100** Dollars (U.S. **$126,319.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2048.**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Planned Unit Development Rider
☒ Other(s) [specify]: **Rehabilitation Loan Rider,**

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and

restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **HARRISON**:

LOT THIRTY-FIVE (35), NORTHWOOD HILLS SUBDIVISION, PHASE SEVEN (7), PART FOUR (4), A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK 44 AT PAGE 17 THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS PART OF THIS DESCRIPTION.

which currently has the address of: **14866 MCBRIDE CV**
GULFPORT, MISSISSIPPI 39503 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so

within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA,

Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically

feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do

so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original

Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is

Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 14, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in HARRISON County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security

Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

Provisions pertaining to releases are contained in the Rehabilitation Loan Rider, which is attached to this mortgage and made a part hereof.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

-Witness	-Witness
(Seal)	(Seal)
CRISSY D AHERN -Borrower	**JAMES AHERN** -Borrower

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of September, 2018, within my jurisdiction, the within named **CRISSY D AHERN and JAMES AHERN**, who acknowledged that they executed the above and foregoing instrument.

My Commission Expires:

(Affix official seal, if applicable)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 32174 CELESTE PAIGE Commission Expires March 22, 2019 HARRISON COUNTY

Notary Public

Loan originator (Organization): **EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING**; NMLS #: **2129**
Loan originator (Individual): **MICHAEL COBB**; NMLS #: **413941**

FHA Case No.
281-4752666-702

Loan Number: **588180864493**

REHABILITATION LOAN RIDER

THIS REHABILITATION LOAN RIDER is made this **17th day of September, 2018**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING, A TEXAS CORPORATION** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

14866 MCBRIDE CV
GULFPORT, MS 39503
(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Loan proceeds are to be advanced for the premises in accordance with the Rehabilitation Loan Agreement dated **September 17, 2018**, between Borrower and Lender. This agreement is incorporated by reference and made a part of this Security Instrument. No advances shall be made unless approved by the Secretary of Housing and Urban Development or a Direct Endorsement Underwriter.

B. If the rehabilitation is not properly completed, performed with reasonable diligence, or is discontinued at any time except for strikes or lockouts, the Lender is vested with full authority to take the necessary steps to protect the rehabilitation improvements and property from harm, continue existing contracts or enter into necessary contracts to complete the rehabilitation. All sums expended for such protection, exclusive of the advances of the principal indebtedness, shall be added to the principal indebtedness, and secured by the Security Instrument and be due and payable on demand with interest as set out in the Note.

C. If Borrower fails to perform any obligation under the loan, including the commencement, progress and completion provisions of the Rehabilitation Loan Agreement, and such failure continues for a period of 30 days, the loan shall, at the option of Lender, be in default.

D. The Property covered by this Security Instrument shall include all of Borrower's interest in funds held by Lender in escrow under the Rehabilitation Loan Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rehabilitation Loan Rider.

(Seal)
CRISSY D AHERN -Borrower

(Seal)
JAMES AHERN -Borrower

RE: Planning Commission Approval 2104PC053, by owners Crissy & James Ahern, tax parcel 0808F-01-001.127, Request home occupation for real estate business, 14866 McBride Cv, Zoned R-1-10 (Single-family), Ward 7

To Applicants and Adjacent Property Owners:

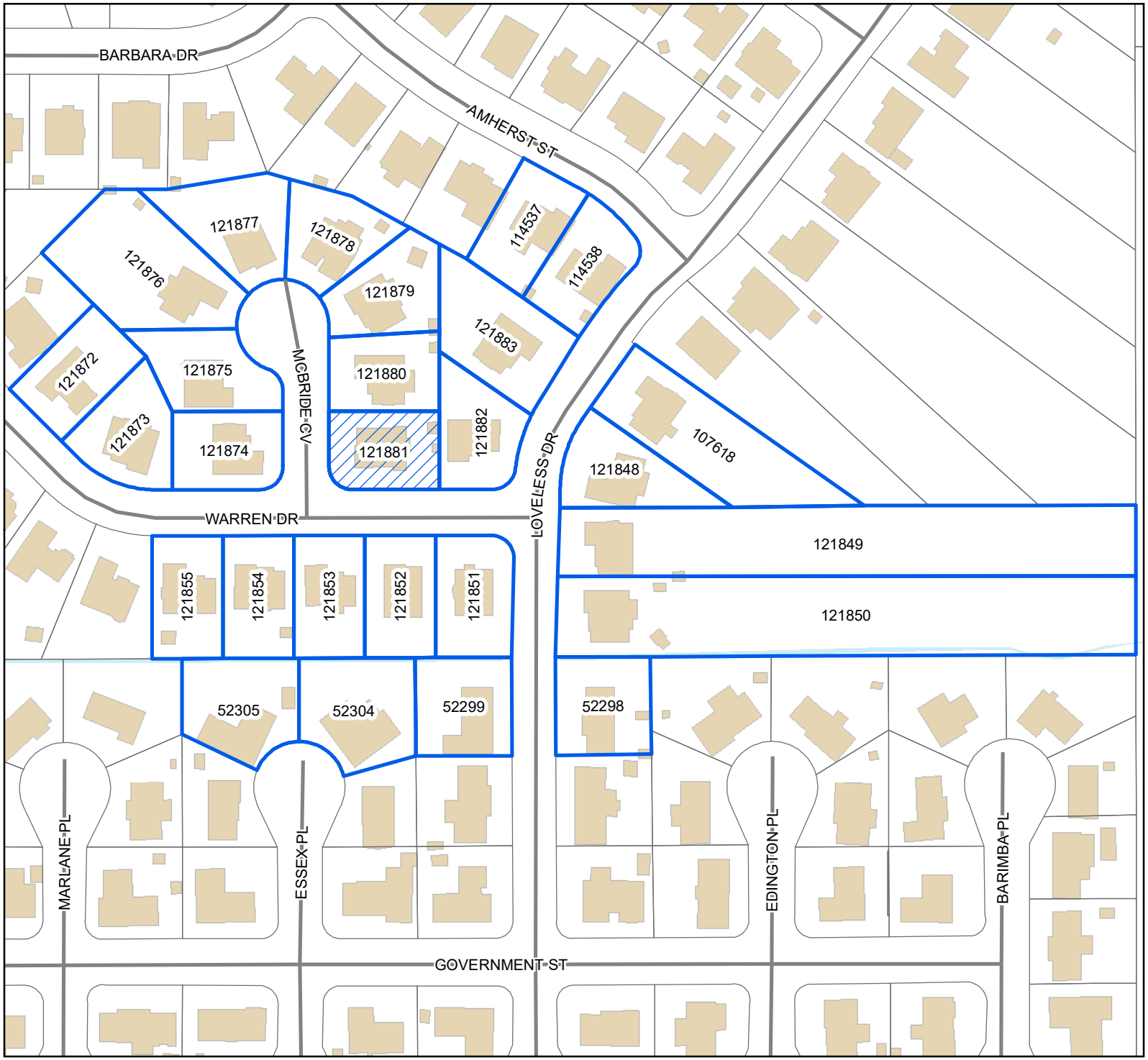
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, April 22, 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	121881	0808F-01-001.127	AHERN CRISSY D & JAMES	14866 MCBRIDE CV	GULFPORT	MS	39503
			Adjacent Property Owners				
Y	121878	0808F-01-001.124	BLAKENEY CHARLES B & NANCY	14878 MCBRIDE COVE	GULFPORT	MS	39503
Y	114538	0808F-01-001.052	BONELLO JOSEPHINE D	12161 AMHERST ST	GULFPORT	MS	39503
Y	121875	0808F-01-001.121	BOWEN EDWARD W & JOYCE P	14871 MCBRIDE COVE	GULFPORT	MS	39503
Y	52304	0808F-02-045.000	BRADLEY WAYNE J & DEBORAH R	12124 ESSEX PLACE	GULFPORT	MS	39503
Y	121851	0808F-01-001.097	COLE JOSEPH T	15065 WARREN STREET	GULFPORT	MS	39503
Y	121848	0808F-01-001.094	COOPER KACIE J & BAILEY DANIELLE	14868 LOVELESS DR	GULFPORT	MS	39503
Y	107618	0808F-01-001.002	CREEL DONNA RENA	14872 LOVELESS DRIVE	GULFPORT	MS	39503
Y	121882	0808F-01-001.128	DUPLANTIER TINA	15064 WARREN DR	GULFPORT	MS	39503
Y	121849	0808F-01-001.095	FARMER CURTIS W & VALARIE L	14864 LOVELESS DR	GULFPORT	MS	39503
Y	121850	0808F-01-001.096	FORE JANIE	14860 LOVELESS DRIVE	GULFPORT	MS	39503
Y	121852	0808F-01-001.098	GREENE CAROL A	15069 WARREN DR	GULFPORT	MS	39503
Y	121872	0808F-01-001.118	HAGIN SHEILA L	15088 WARREN DR	GULFPORT	MS	39503
Y	52298	0808F-02-041.000	JOHNSON MICHAEL K	12126 LOVELESS DR	GULFPORT	MS	39503
Y	121883	0808F-01-001.129	KRONEWITTER JEFFREY D & CANDY LEE	14871 LOVELESS DR	GULFPORT	MS	39503
Y	121880	0808F-01-001.126	MARSHALL BRENT D	14870 MCBRIDE COVE	GULFPORT	MS	39503
Y	121873	0808F-01-001.119	MARTIN SHERRIE	15084 WARREN DR	GULFPORT	MS	39503
Y	121855	0808F-01-001.101	MERRILL DEBRA	15081 WARREN DR	GULFPORT	MS	39503
Y	121879	0808F-01-001.125	MILLER TAMATHA & GREGORY	14874 MCBRIDE COVE	GULFPORT	MS	39503
Y	121877	0808F-01-001.123	MONK JASON L	14879 MCBRIDE COVE	GULFPORT	MS	39503
Y	52299	0808F-02-042.000	NALLEY HENRY B JR & WF	12127 LOVELESS DR	GULFPORT	MS	39503
Y	121854	0808F-01-001.100	RAYMOND RENATA A	15077 WARREN DR	GULFPORT	MS	39503
Y	121853	0808F-01-001.099	SMITH JAMES ALLEN JR	338 ARBOR STATION DR	LONG BEACH	MS	39560
Y	121874	0808F-01-001.120	SMITH TRACY L	14867 MCBRIDE COVE	GULFPORT	MS	39503
Y	121876	0808F-01-001.122	SUELTER AARON MATTHEW	14875 MCBRIDE COVE	GULFPORT	MS	39503
Y	114537	0808F-01-001.051	WALKER MELVIN J & CORA C	12169 AMHERST ST	GULFPORT	MS	39503
Y	52305	0808F-02-046.000	ZIMMERMAN MARK W & PATRICIA W BAKER	14162 E MARCIE RD	GULFPORT	MS	39503

2104PC053

Planning Commission Approval



Legend

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

0 25 50 75

Yards

1 inch = 150 feet

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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: April 22, 2021

Re: **Planning Commission Approval 2104PC061:**

Planning Commission Approval 2104PC061, by owners Apacha Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

2104PC061

Planning Commission Approval

Site
Street
Parcels
Buildings

Zoning

R-1-10 - Single Family Residence (Low Density)
R-1-5 - Single Family Residence District (Medium Density)
R-E - Residence-Estate

Site Information

0907I-05-098.000
Zoning: R-1-5 (Single-family)
Size: 11,000 sq ft
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

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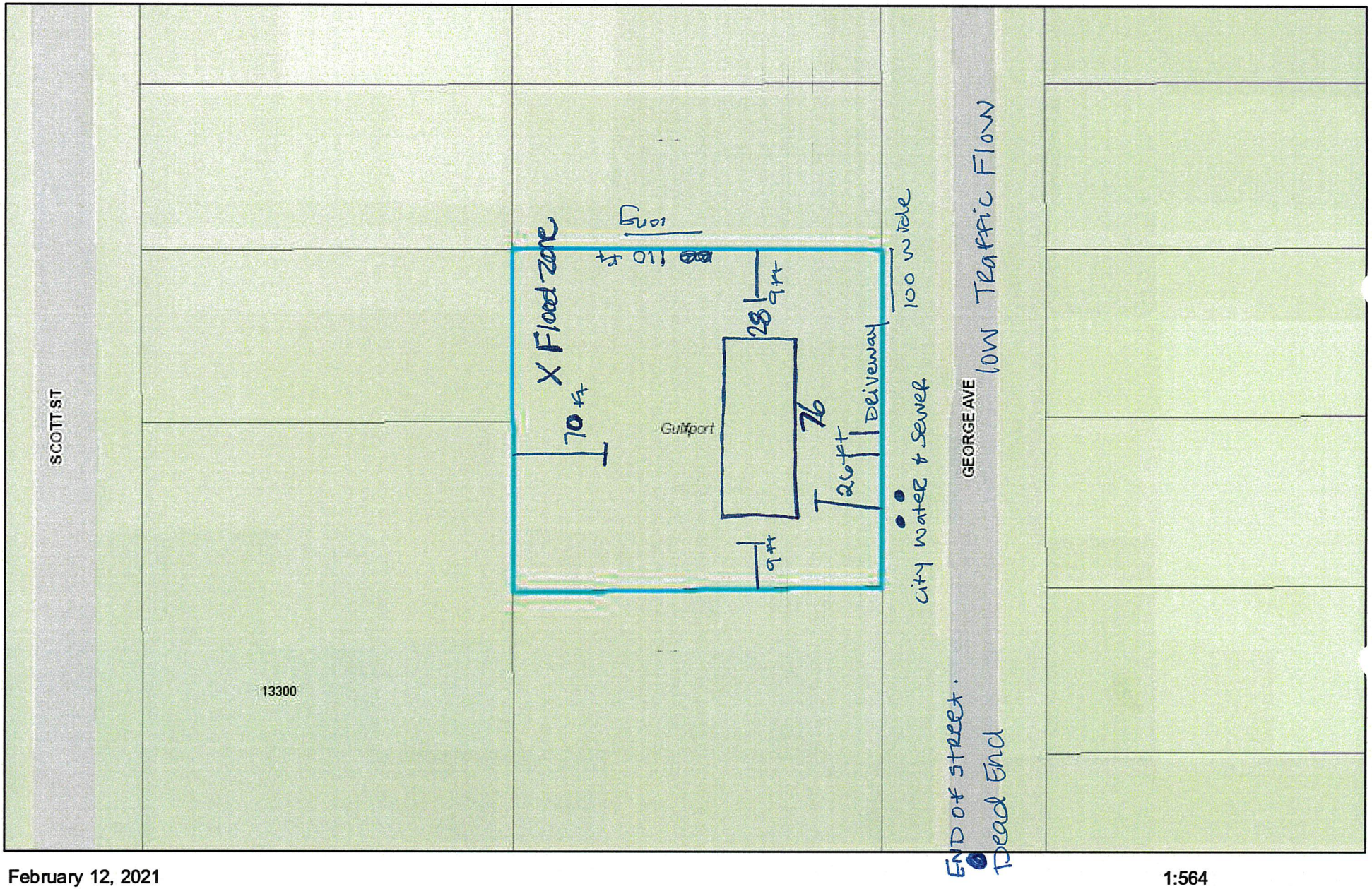
Site Plan

Gulfport Online Atlas



February 12, 2021

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

Base Flood Elevations

Flood Hazard Zones

1% Annual Chance Flood Hazard

Regulatory Floodway

0.2% Annual Chance Flood Hazard

Undetermined

Open Water or X

Streets

Gulfport GIS

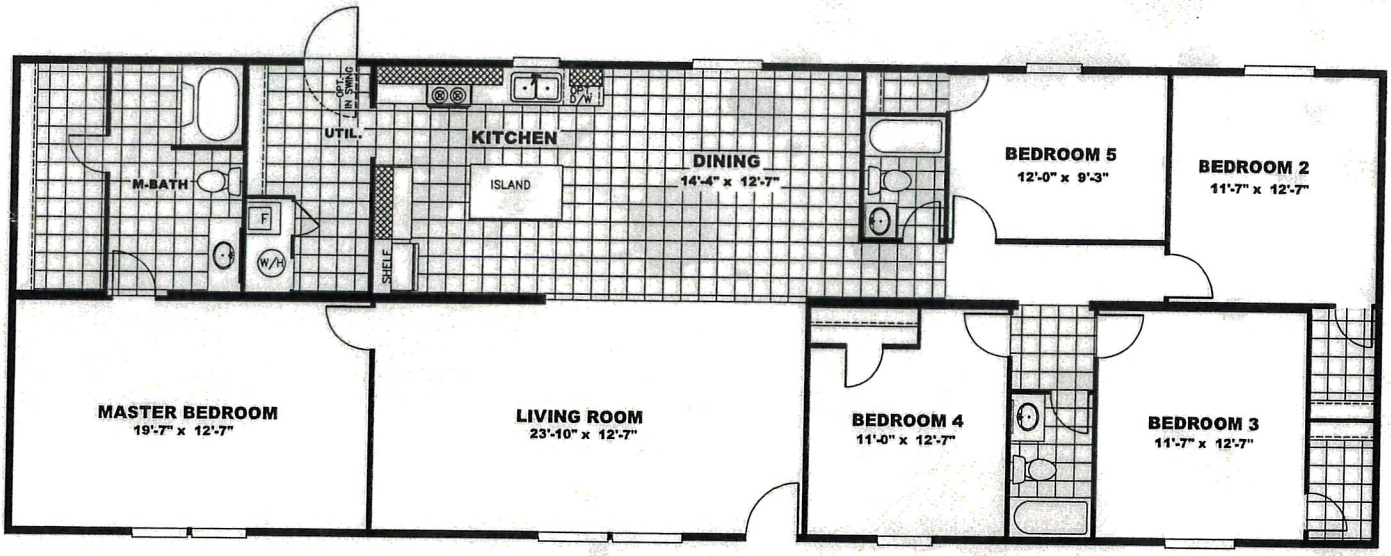
Harrison County Geographic Information Services Department

TRU

TRIUMPH

TRU28765A

2,001 sq ft // 5 beds // 3 baths



The home series and floor plans shown all have starting prices within the price range indicated. Your local Home Center can quote you specific prices and terms of purchase for specific homes. TRU invests in continuous product and process improvement. All home series, floor plans, specifications, dimensions, features, materials, availability, and starting prices shown are artist's renderings or estimates and are subject to change without notice or obligation. Dimensions are nominal and length and width measurements are from exterior wall to exterior wall. Starting prices include the home only, plus typical delivery and installation. Starting prices do not include other costs such as taxes, title fees, insurance premiums, filing or recording fees, land or improvements to the land, optional home features, optional delivery or installation services, wheels and axles, community or homeowner association fees, or any other items not shown on your Retailer Closing Agreement and related documents (your RCA). Your RCA will show the details of your purchase. 2020 TRU. All rights reserved.

Apacha Barnes and Marcus Taylor owns 2 lots of land on an empty lot. We would like to get this lot zoned to have a manufactured home put on it.
We are getting this home for our family to own and stop from renting.
The proposed of this amendment is to put a new home on the propety to live in.
There are existing vacant land Residences and manufactured homes.
The surrounding properties are zoned R-1-5 ward 4
Trending in the area are manufactured homes and vacant lots.

PURCHASE AND SALE AGREEMENT

Date: January 18, 2020

Seller - Stephanie Waugh, 5111 SW Sandpiper Dr. Lee's Summit MO 64082

Buyer(s): Marcus Taylor & Apacha Barnes, 1306 Sherwood Dr. Gulfport MS 39507

This is a contract for the purchase and sale of real estate.

1. **Property Address:** 0 George Ave Gulfport MS 39503

2. **Parcel Number:** 0907I-05-098.000

3. **Legal Description:** LOTS 11 TO 12 BLK 24 RE-SUBD OF BILOXI RIVER ESTATES UNIT #1

4. **PRICE:** $6,000.00

5. **PAYMENT:** Payment in full to be made within 48 hours of fully executed contract.

6. **TITLE AND CONVEYANCE:** (seller will transfer title)

7. **CLOSING:**
a. Buyer will pay for: $0

b. Seller will pay for: $26 deed recorded fee & applicable postage fees

8. **CLOSING DATE:** (deed and possession shall be delivered): Deed will be mailed to the county to be recorded within 3 business days of receipt of payment in full

9. **CANCELLATION:** (buyer retains the right to) - No cancellation period provided

10. **DISCLOSURE:** (each party represents itself)

11. **ASSIGNMENT:** (buyer has an unqualified right)

12. **BINDING AGREEMENT:** (this agreement is binding)

13. **DEADLINE FOR ACCEPTANCE**: 24 hours from the date and time of sellers signature of this contract

Stephanie Waugh 1/18/21 14:55 EST

Seller

Marcus A Taylor Sr 1/18/21 15:11 EST

Buyer

1/18/21 17:54 EST

Buyer 2

2020 Landroll Information

STATE OF MISS 5/24/2018
P O BOX 136 JACKSON, MS 39205

Physical Street Address:
13291 GEORGE AVE

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0907I-05-098.000	88299	2GO		1

Supervisor District:	Subdivision:
2	BILOXI RIVER EST UNIT 1 RESUBD

Exemption Code
Mississippi Regional Housing (State)

Section	Township	Range
36	06	11

Instrument Number(s)
1465/0111, 0959/0485

Acres	Land Value	Improvements	Total Value	Assessed Value
0	0	0	0	0

Legal Description
LOTS 11 TO 12 BLK 24 RE-SUBD OF BILOXI RIVER ESTATES UNIT # 1

There are 0 building description records attached to this parcel.

Click Here To Print | Close Window

UNOFFICIAL

1st Judicial District
Instrument 2021 1144 D – J1
Filed/Recorded 1/27/2021 11:51 A
Total Fees $ 26.00
4 Pages Recorded

Tax Parcel #: 0907I-05-098.000

This Document Prepared by:)
STEPHANIE WAUGH)
5111 Sandpiper Dr, Lee's Summit, MO 64082, USA)
(816) 425-1785
After Recording Return to:)
MARCUS TAYLOR)
1306 Sherwood Dr, Gulfport, MS 39507, USA)
(228) 547-4420

UNOFFICIAL

Above this line reserved for official use only

Quitclaim Deed

This Deed, made this 21st day of January, 2021;

BETWEEN Stephanie Waugh, not married, of 5111 Sandpiper Dr, Lee's Summit, MO 64082, USA, (the "Grantor"), for and in consideration of the sum of $10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, and Marcus Taylor, not married, of 1306 Sherwood Dr, Gulfport, MS 39507, USA, and Apacha Barnes, not married, of 1306 Sherwood Dr, Gulfport, MS 39507, USA, (collectively the "Grantee")

The Grantor does hereby remise and release, as well as quitclaim, unto the Grantee, and the Grantee's heirs and assigns all of the following lands and property, together with all improvements located thereon in the County of Harrison, State of Mississippi:

LOTS 11 TO 12 BLK 24 RE-SUBD OF BILOXI RIVER ESTATES UNIT #1.

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UNOFFICIAL

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD the property unto the Grantee and the Grantee's heirs and assigns forever, with all appurtenances belonging on the property.

Taxes for tax year 2020 will be paid by the Grantee.

The property conveyed in this deed is not part of the homestead of the Grantor.

IN WITNESS WHEREOF the Grantor has executed this Quitclaim Deed on the day and year first above written.

Signed in the presence of:

Stephanie Waugh
Signature

Stephanie Waugh
Name

1/21/2021
Date

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL

Grantor Acknowledgement

STATE OF MISSOURI

COUNTY (OR CITY) OF Jackson

In the State of Missouri, County of Jackson, on this 21st day of January, 2021, before me, Paul D Fleming, a Notary Public in and for the State of Missouri, personally appeared Stephanie Waugh, known to me, or whose identity has been proven on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument, and acknowledged execution of this instrument as a free act and deed.

Witness my hand and Notarial Seal, affixed in said County and State, the day and year in this certificate above written.

Notary Public for the State of Missouri

UNOFFICIAL

County of Jackson

My Commission Expires: 06/15/2022

Paul D Fleming
Notary Public Notary Seal
State of Missouri, Jackson County
Commission #14627223
My Commission Expires June 15, 2022

UNOFFICIAL

UNOFFICIAL

Ju District
Instrument#2020 D -J1
Filed/Recorded 10/20/2020 01:01 P
Total Fees $ 26.00
1 Pages Recorded

No. 91292

FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1(1972 as amended), *providing for the sale of Forfeited Tax Lands of the State of Mississippi, and*

Excepting those portions held in public trust by the State of Mississippi, said lands are now held by the State and the patentee hereinafter named has complied with all requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises and the sum of ***$1,010.70****, being the amount required to purchase said lands, does hereby grant and convey to:*

Stephanie Waugh

the following described land, LESS AND EXCEPT any portion thereof held in public trust by the State of Mississippi, to-wit:

DR: 1465/0111 09/07/1999-QC LOTS 11 TO 12 BLK 24 RE-SUBD OF BILOXI RIVER ESTATES UNIT # 1
Section 36
Parcel No.: 0907I-05-098.000 PPIN: 88299
Harrison County, First Judicial District, Mississippi

UNOFFICIAL

This the 12th *day of* October, *2020*

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Tate Reeves

Tate Reeves
GOVERNOR

Michael Watson

Michael Watson
SECRETARY OF STATE

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-5156

Grantee(s):
Stephanie Waugh
5111 Sandpiper Dr.
Lees Summit, MO 64082
(816) 315-6841

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UNOFFICIAL

Send tax statements to: MARCUS TAYLOR
1306 S Sherwood Dr, Gulfport, MS 39507, USA

UNOFFICIAL

UNOFFICIAL

2104PC061

Planning Commission Approval

Legend

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

0 30 60 90

Yards

1 inch = 200 feet

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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
			Apacha Barnes & Marcus Taylor (Owner)	1306 Sherwood Dr	GULFPORT	Ms	39507
n			**Adjacent Property Owners**				
	88302	0907I-05-100.000	CUEVAS LELA M -EST-	13300 SCOTT ST	GULFPORT	MS	39503
n	44996	0907I-04-020.000	CUEVAS RITA BRIGHT	13291 SCOTT ST	GULFPORT	MS	39503
n	44995	0907I-04-019.000	CUEVAS RITA BRIGHT ETAL	13291 SCOTT ST	GULFPORT	MS	39503
	44974	0907I-05-099.000	DEDEAUX ANDREW J & LESLIE D	12393 CRESTVIEW COURT	GULFPORT	MS	39503
	88584	0907P-02-024.000	GREENFIELD JACOB A & PITALO CHERYL	13230 JOHN RD #G	GULFPORT	MS	39503
	44952	0907I-05-094.009	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44955	0907I-05-094.012	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44951	0907I-05-094.008	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44956	0907I-05-094.013	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44950	0907I-05-094.007	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44962	0907I-05-094.019	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44961	0907I-05-094.018	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44947	0907I-05-094.004	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44948	0907I-05-094.005	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130681	0907I-05-097.005	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44958	0907I-05-094.015	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44954	0907I-05-094.011	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44960	0907I-05-094.017	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	44949	0907I-05-094.006	HABITAT FOR HUMANITY OF MGC	1400 LEGGETT DR	BILOXI	MS	39530
n	44957	0907I-05-094.014	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44978	0907I-05-101.000	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44953	0907I-05-094.010	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	44959	0907I-05-094.016	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130671	0907I-05-097.004	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130669	0907I-05-097.002	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130670	0907I-05-097.003	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130668	0907I-05-097.001	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130674	0907I-05-097.007	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130675	0907I-05-097.006	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
n	130673	0907I-05-097.008	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	88207	0907I-04-018.000	MCELWAIN RONALD D & LISA L	13308 MARY AVE	GULFPORT	MS	39503
	90580	0907P-02-001.000	MG PRESTIGE HOMES	15279 DOBSON RD	D'IBERVILLE	MS	39540
	44990	0907I-04-017.000	OUSTERHOUT LLOYD	514 HARRELL RD	PELAHATCHIE	MS	39145

RE: Planning Commission Approval 2104PC061, by owners Apacha Barnes & Marcus Taylor, tax parcel 0907I-05-098.000, Request mobile home use, George Ave, Zoned R-1-5 (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, April 22, 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, April 22, 2021.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

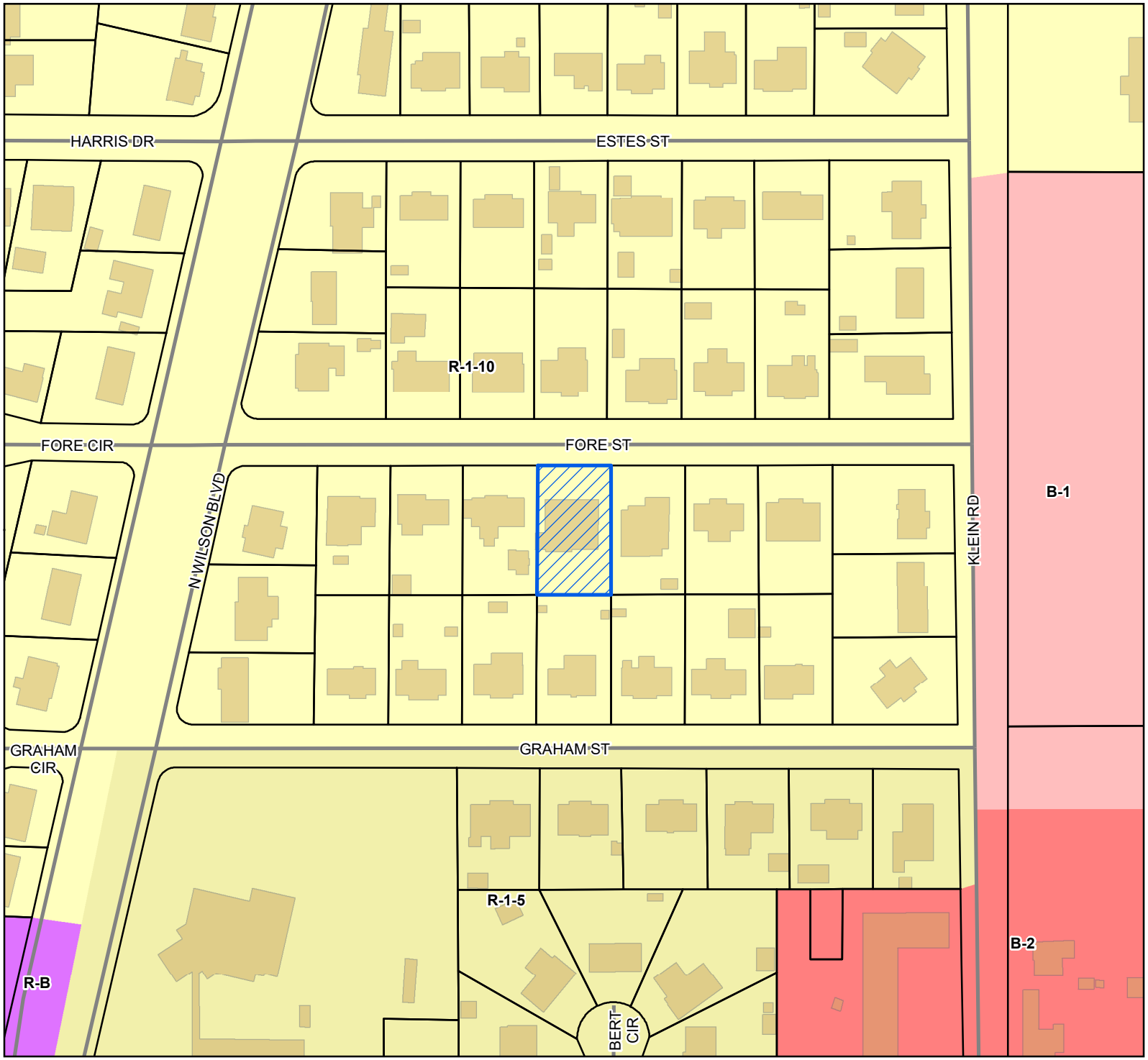
Date of Hearing: April 22, 2021

Re: <u>Planning Commission Approval 2104PC065:</u>
<u>(Withdrawn by Administration)</u>

Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

2104PC065

Planning Commission Approval



Site

Street

Parcels

Buildings

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

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

R-1-5 - Single Family Residence District (Medium Density)

R-B - Residence-Business District

Site Information

0808K-02-023.000
Zoning: R-1-10 (Single-family)
Size:11,270 Square feet
Flood: X

0 25 50 75
Yards

1 inch = 150 feet

N W E S

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April 1, 2021
Laura Franchi
107 Fore Street
Gulfport, MS 39503
228-596-1628
Laura's Whimsical Creations LLC

Information requested pertaining to my request for a home business license.

What I do: Make birdhouse/buy premade birdhouses and paint or mod podge them as well as mason jars, empty food containers, pitchers, picture frames and planters or terra cotta pots.
I make "flowers" consisting of layering of ceramic/glass plates glued together with an empty salt shaker on the back. They are then displayed on rebar.
I also purchase end tables and chairs from Goodwill or Facebook Marketplace, clean and paint or re-stain them. This is done in the sunroom or backyard of our home.

Supplies: I purchase my supplies at Goodwill, thrift stores, Facebook Marketplace, craft stores or on the internet items are picked up by myself or delivered via FedEx or USPS.

Resell: I currently rent three booths at Cowboy Jim's Flea Market. I also sell thru Facebook Marketplace with transactions taking place at a neutral location or USPS if I am shipping to a long-distance location. I plan to start selling at the various local markets/fairs.

Impact to the neighborhood: I can not see any changes. There will be no additional vehicle traffic as absolutely no transactions will be done at our home.

If there are any additional questions or concerns, please let me know.
Sincerely,
Laura Franchi

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Laura Franchi

Address: 107 Fore St, Gulfport, MS 39503

Phone: (Home) 303-396-2098 (Work/Cell) 228-596-1628

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: Laura's Whimsical Creations LLC

Nature of business: Arts & crafts

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? Yes

If so, specify the number and frequency of deliveries: Once month

Describe size of vehicle making deliveries: FedEx truck

Is service by appointment only or are there drop-by visits by customers or clientele? No

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

Is everything made, manufactured, or provided on site? No

Is special equipment required in production? NO

If so, described it, giving size of motor, etc. —

Are sales made from the premises? NO

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: No

Other: _____

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: Laura Franchi

Signature:

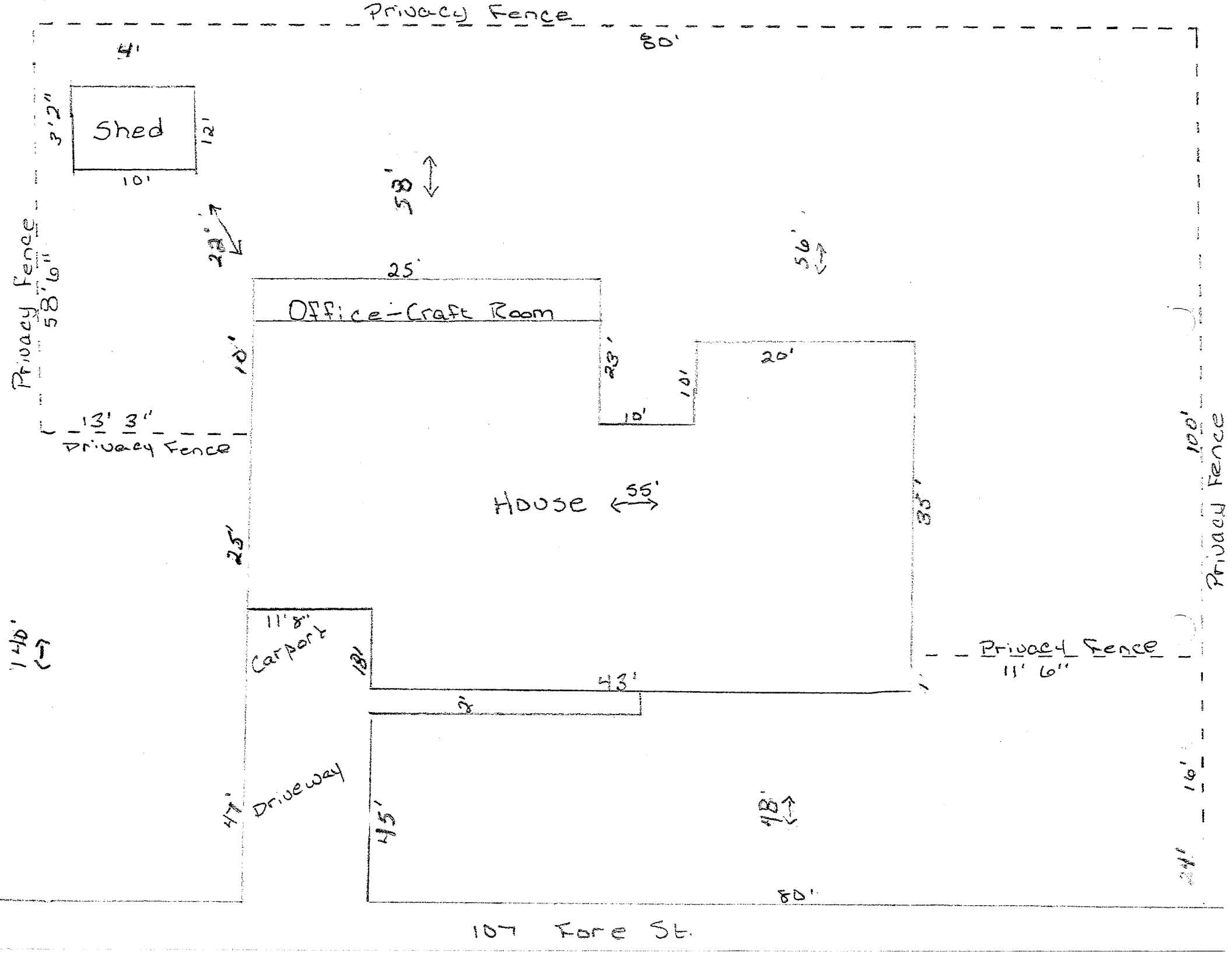
Date:

To Planning Com. Staff,

It is my belief that my home based business will not burden traffic, water, waste departments. Nor will it affect fire/police protection services as there will not be selling direct from my home. There will be no visators or persons visting, viewing or interacting with regards to my business.

Thank you,

A. Marski


Privacy Fence
80'
4'
Shed
3'2"
12'
10'
58'
28'
25'
Office-Craft Room
10'
23'
10'
10'
20'
56'
Privacy Fence
58'6"
13' 3"
Privacy Fence
House
55'
35'
25'
100'
Privacy Fence
11' 8"
Carport
18'
43'
8'
Privacy Fence
11' 6"
140'
47'
Driveway
45'
48'
16'
24'
80'
107 Fore St.

Date: 2/25/2021

Time: 11:27:35 AM

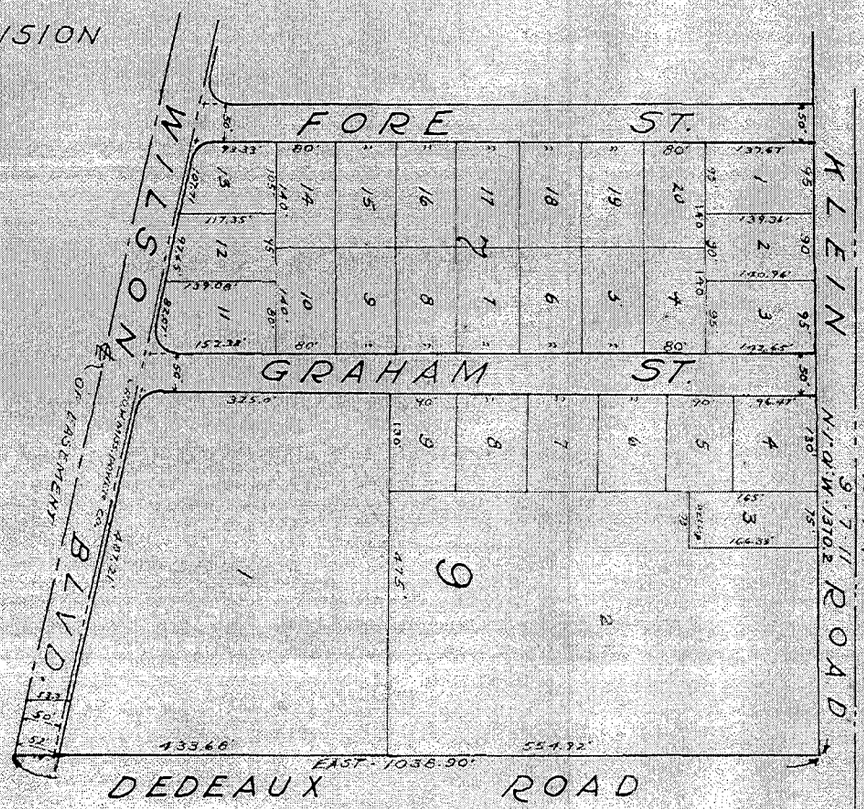
0 95 190 380 ft

1 inch = 94 feet

N

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

BEL AIRE SUBDIVISION
1ST. ADDITION
SCALE. 1"=100'



Final Approval of Plat, Streets and Roads and acceptance of said Streets and Roads for public maintenance; order of Board Minute Book Page , day of 19

President of Board of Supervisors

CERTIFICATE OF CORRECTION

We, the undersigned, do hereby CERTIFY that we have carefully compared this duplicate Plat of BEL-AIRE SUBDIV. 1st ADDITION in Sec. 9 T7S R11W, Harrison County, Miss. with the original Plat thereof and find this to be an exact copy thereof.

Witness our signatures on this the 23rd day of January 1963.

C. J. Darby
Chancery Clerk

F. B. Crutherlel
by Deputy Clerk

Emma A. McLain
Surveyor

CHANCERY CLERK'S CERTIFICATE

Filed and Recorded by duplicate on this the 23rd day of January 1963 in the Records of Plats of Harrison County, Mississippi in Plat Book 23 Page 17.

C. J. Darby
Chancery Clerk

F. B. Crutherlel
by Deputy Clerk

SHEET 2 OF 2

Indexing Instructions: Lot 17, Block 7, Bel-Aire Subdivision, First Addition, 1st J.D., Harrison Co., MS

Grantor's Address: U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, C/O Hudson Homes Management LLC, 3701 Regent Blvd, Suite 175, Irving, TX 75063.

Grantee's Address: Ross A. Franchi and Laura J. Franchi, PO Box 803, Central City, 80427, 303-396-2098.

This instrument prepared by and upon recording return to: Rosenberg LPA, Attorneys at Law, 3805 Edwards Road, Ste. 550, Cincinnati, OH 45209 (513) 247-9605, AND BY Matthew Vitart, Esq., Miss. Bar#103552, Randall, Segrest, Weeks, Reeves & Sones, PLLC, 992 Northpark Drive, Ste. A, Ridgeland MS 39157, (601) 956-2615

Upon recording return to: Novare National Settlement Service, 3180 Curlew Rd, Ste 108, Oldsmar, FL 34677

SPECIAL WARRANTY DEED

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, hereinafter grantor, for $90,000.00 (Ninety Thousand Dollars and Zero Cents), in consideration paid, conveys and specially warrants to **Ross A. Franchi and Laura J. Franchi**, hereinafter grantee, all right, title, interest and claim to the land and real property described on Exhibit A and known as **107 Fore Street, Gulfport, MS 39503.**

Grantor makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the grantor acquired title.

The preparing attorney has not been asked to perform any title examination on the conveyed property and therefore makes no representations concerning the state of the title or the accuracy/sufficiency of the legal description.

Grantee is advised that if he or she desires to file for a homestead exemption then he or she should immediately contact the tax assessor of the county named above.

This conveyance is made subject to all matters set forth on Exhibit B.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee forever.

Executed by the undersigned on October 10, 2018:

GRANTOR:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, by Hudson Homes Management LLC as Attorney-in-Fact

By: _____
Name: Evelyn Waithaka
Title: Authorized Signatory

STATE OF TEXAS
COUNTY OF DALLAS

Personally appeared before me, the undersigned authority and for said county and state, on this 10th day of October, 2018, within my jurisdiction, the within named Evelyn Waithaka who acknowledged that he/she is the Authorized Signatory of **Hudson Homes Management LLC the Attorney-in-Fact for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust,** and that for and on behalf of the said Grantor, and as its act and deed he/she executed the above and foregoing instrument, after having been duly authorized by said Grantor so to do.

_____
Notary Public

My commission expires: 7/14/2019

TIMOTHY J. WALTER
Notary Public, State of Texas
My Commission Expires
July 14, 2019

RE: Planning Commission Approval 2104PC065, by owners Laura & Ross Franchi, tax parcel 0808K-02-023.000, Request home occupation for sale of arts and crafts, 107 Fore St, Zoned R-1-10 (Single-family), Ward 5

To Applicants and Adjacent Property Owners:

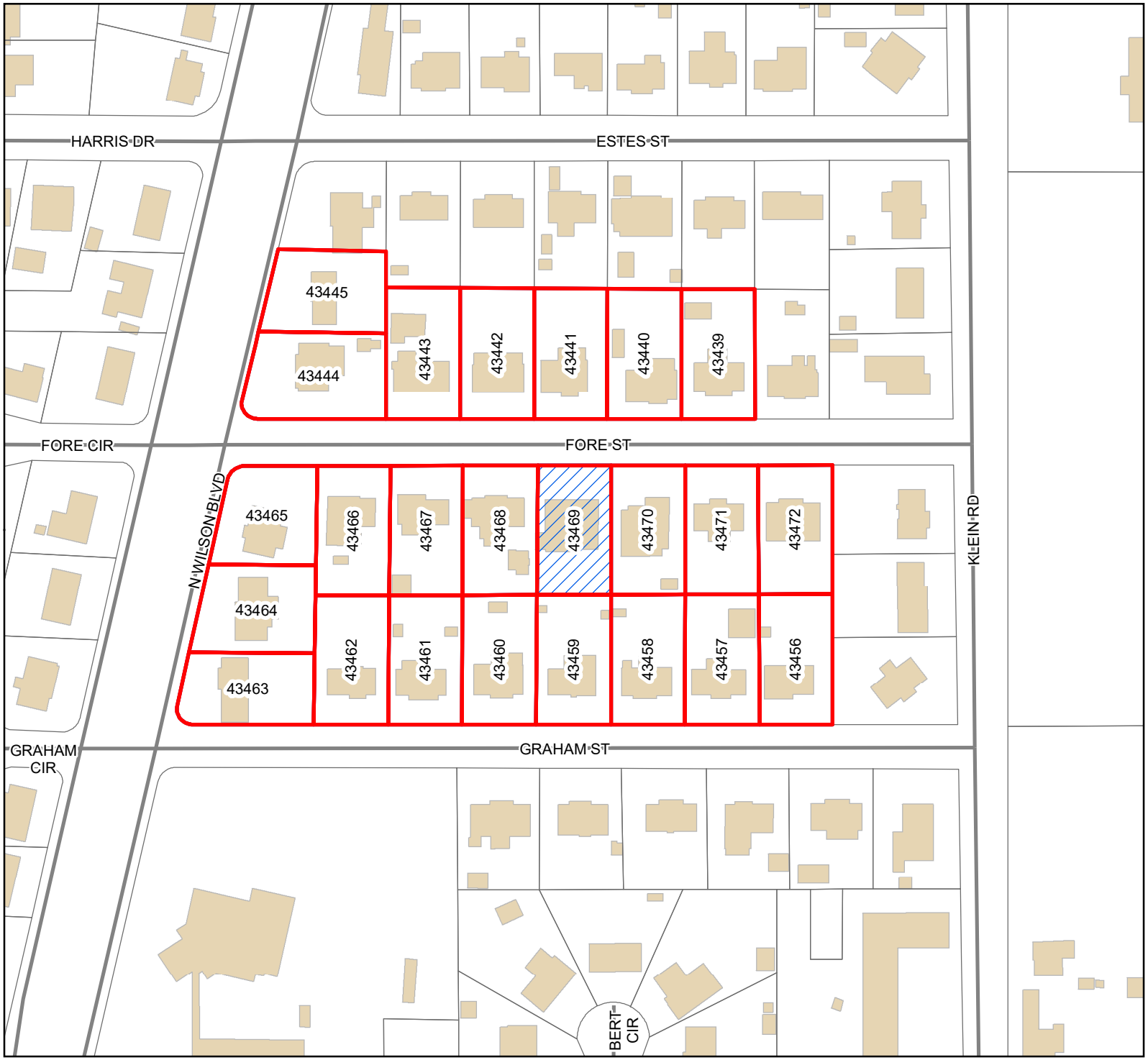
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, April 22, 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 (065)	Name	Address	City	State	ZIP
Y	43469	0808K-02-023.000	FRANCHI ROSS A & LAURA J	107 FORE ST	GULFPORT	MS	39503
			Adjacent Property Owners				
Y	43444	0808K-02-010.000	WINSTEAD FREDRICK A	302 WILSON BLVD	GULFPORT	MS	39501
Y	43470	0808K-02-022.000	JOHNSON ROBERT C & WF	105 FORE ST RT 4	GULFPORT	MS	39503
Y	43472	0808K-02-020.000	REYNOLDS COMMILLA ANN	101 FORE ST	GULFPORT	MS	39503
Y	43471	0808K-02-021.000	MOEINI MOHAMMAD	P.O.BOX 8833	GULFPORT	MS	39506
Y	43465	0808K-02-027.000	FEISTER LARRY LYNN & TOCHE LINDA J	6105 GARRAWAY CIRCLE	OCEAN SPRINGS	MS	39564
Y	43467	0808K-02-025.000	CRAIG SANG THI	111 FORE ST	GULFPORT	MS	39503
Y	43462	0808K-02-030.000	PANNELL DONALD G & PATSY R	14030 LUMPKIN RD	GULFPORT	MS	39503
Y	43464	0808K-02-028.000	KENNEDY AUDREY	204 N WILSON BLVD	GULFPORT	MS	39503
Y	43468	0808K-02-024.000	CROCKETT BILLIE J SEARCY	109 FORE ST	GULFPORT	MS	39503
Y	43443	0808K-02-011.000	BROWN ROBERT M & VANESSA Y	112 FORE ST	GULFPORT	MS	39503
Y	43442	0808K-02-012.000	CRAIG SANG THI	111 FORE ST	GULFPORT	MS	39503
Y	43441	0808K-02-013.000	ROWELL ANDREW JOSEPH II	108 FORE ST	GULFPORT	MS	39503
Y	43466	0808K-02-026.000	BOUSQUETO MIRANDA A & ROMELLO A	113 FORE ST	GULFPORT	MS	39503
Y	43461	0808K-02-031.000	DUNBAR TIMOTHY G & MARY GRACE	112 GRAHAM ST	GULFPORT	MS	39503
Y	43459	0808K-02-033.000	TOMPKINS TEDDY	8661 VICTORY LN	BILOXI	MS	39532
Y	43460	0808K-02-032.000	JOHNSON JANET E	110 GRAHAM ST	GULFPORT	MS	39503
Y	43463	0808K-02-029.000	CUTLER JOHN BRAGAW & MARYBETH P	200 N WILSON BLVD	GULFPORT	MS	39503
Y	43440	0808K-02-014.000	LINDSAY STANLEY H & WF	106 FORE ST RT 4	GULFPORT	MS	39503
Y	43445	0808K-02-009.000	GRIBBES MONICA M	304 WILSON BLVD	GULFPORT	MS	39503
Y	43457	0808K-02-035.000	MOSES DUANE EUGENE & MARIA AILEEN	104 GRAHAM ST	GULFPORT	MS	39503
Y	43458	0808K-02-034.000	MALLEY KAITLYN	106 GRAHAM ST	GULFPORT	MS	39503
Y	43439	0808K-02-015.000	WINTERS MERIDA KAY & FLOYD	104 FORE ST	GULFPORT	MS	39503
Y	43456	0808K-02-036.000	HEBERT AMANDA G	102 GRAHAM STREET	GULFPORT	MS	39503

2104PC065

Planning Commission Approval



Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 25 50 75

Yards

1 inch = 150 feet

N W E S

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

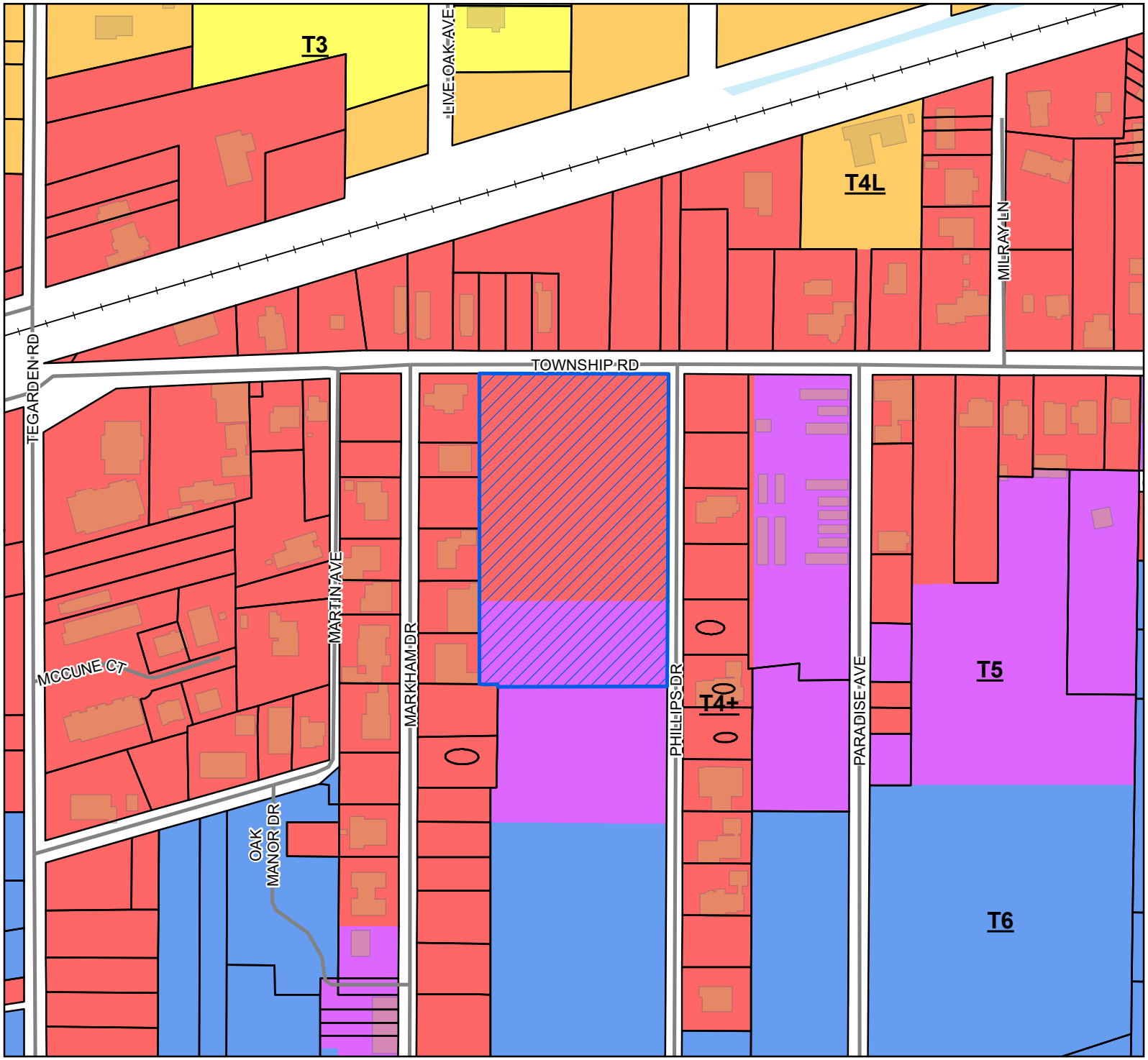
Date of Hearing: April 22, 2021

Re: **Resubdivision 2104PC068:**

Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

2104PC068

Resubdivision



Site
Street
Railroad
Parcels
Buildings
Water Features

Smart Code

T6
T5
T4+
T4L
T3

Site Information

1011D-03-005.000
Zoning: T4+ (General Urban Zone "Plus")
Size: 2.839 Acres
Flood: 0.2% Annual

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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GENE PAUL STENUM
PROFESSIONAL
P.L.S. 2752
LAND SURVEYOR
STATE OF MISSISSIPPI
12-8-2020

CASE I.D. #
_____

SCALE:
1" = 50'

50 0 50 100 150
GRAPHIC SCALE – FEET

P.O.B.
1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF GULF SHORE MANOR, BLOCK ONE.

TOWNSHIP ROAD
(A.K.A. SHELL ROAD)
40' RIGHT-OF-WAY AS PER PLAT
ASPHALT SURFACE

P.K. NAIL FOUND IN ASPHALT AND MAINTAINED RIGHT-OF-WAY AREA

CONC. DRAIN BOX
DEED = EAST 15.0'
S 89°30'33"E 15.00'
C/L ROAD
SEWER MANHOLE
WATER VALVES
POWER POLE W/TELE. PED.
CATCH BASIN
18.4'
19.3'
PP
FCP IS 0.4' W. OF PROP. LINE
S 89°30'33"E 6.77'
DEED = EAST 6.77'
SEWER MANHOLE
LIMESTONE DRIVE
EXISTING DEED PROPERTY LINE
S 89°44'24"E
273.45'
DEED = EASTERLY 273.45'
SOUTH MARGIN OF ROAD AS PER TAX MAPS AND FOUND SURVEY MARKERS
GUY WIRE
22.3'
3.8'
9.3'
PLATTED 15' EASEMENT
P.K. NAIL FOUND IN ASPHALT
ASPHALT SURFACE

NOW OR FORMERLY CHARLES BROADUS PROPERTY INST. #2017-4589-D-J1 (LOTS 1 & 2, BLK 1)

6' WOOD PRIVACY FENCE
DEED = S 00°21'18"W 296.78'
S 00°15'36"W 296.84'
S 00°15'36"W 296.78'
DEED = S 00°21'18"W 296.78'
EXISTING DEED PROPERTY LINE
ATTENTION IS CALLED TO MEANDERING FENCE LINE ALONG WEST PROPERTY LINE. ORIGINAL FENCE LINE REFERENCED IN BOUNDARY LINE AGREEMENT DEED BOOK 1276, PAGE 636, IS NO LONGER IN PLACE.

TAX PARCEL# 1011D-03-005.000
OVERALL
2.839
ACRES
VACANT

ORIGINAL PLATTED LOT LINE (TYPICAL)
PLAT=25' (TYP.)
PLAT=25'
ASPHALT SURFACE
C/L ROAD
13.1'
PLAT= S00°06'56"W 85.00'
LOT 1
LOT 2

FCP IS ON PROP. LINE
NOW OR FORMERLY ROBERT AND PATRICIA TORJUSEN PROPERTY D.B. 1276, PG. 636 (LOT 3, BLK 1)
N 00°23'15"E 223.37'
S 89°40'57"E 87.55'
old broken metal post
FCP IS ON PROP. LINE
CATCH BASIN
ATTENTION IS CALLED TO LOCATION OF POWER POLES AND OVERHEAD ELECTRIC LINES SERVICING ADJOINING PROPERTY OWNERS, BEING OUTSIDE OF EASEMENT.

NOW OR FORMERLY GREGORY T. SMITH PROPERTY INSTRUMENT #2020-14743-D-J1 RECORDED ON NOV. 16, 2020

ORIGINAL PRIOR SURVEY RECORDED IN BOOK 1276, PAGE 651

ORIGINAL PLATTED LOT LINE (TYPICAL)

NOW OR FORMERLY FRANCIS AND GAYLE PATRICK PROPERTY DEED BOOK 1465, PAGE 515 (LOT 4 AND N. 1/2 OF LOT 5, BLK 1)
N 00°15'36"E 448.79'
DEED = NORTHERLY 448.46'
PLAT = 18.5'
452.72'
PLATTED 15' EASEMENT
LOT 3

1" IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE S 1/2 OF LOT 5, BLK 1.
15' EASEMENT WITHIN INST# 2004-4097-D-J1 AS PER SURVEY BY CITY OF GULFPORT, DATED APRIL 22, 2002
CATCH BASIN
PLAT=25' (TYP.)
DEED = SOUTHERLY 452.78'
S 00°21'37"W 327.72'
ASPHALT SURFACE
EXISTING DEED PROPERTY LINE
PLAT= S00°06'56"W 80.57'
PLAT= S00°06'56"W 80.36'
LOT 4

NOW OR FORMERLY FRANCIS AND GAYLE PATRICK PROPERTY DEED BOOK 1465, PAGE 515 (LOT 6 AND S. 1/2 OF LOT 5, BLK 1)
CATCH BASIN
PLAT = 99'
PLAT = 99'
CALC. EASEMENT CORNER ONLY, MARKER NOT FOUND (TYPICAL)

ORIGINALLY PLATTED AS
CHAMPENOIS SUBDIVISION
PLAT BOOK 12, PAGE 67
DATED JUNE 15, 1925
(NOW VACATED EXCEPT 23' DEDICATED STREET [PHILLIPS DRIVE] ON EAST SIDE OF SUBD.)

NOW OR FORMERLY BILLY AND MICHELLE JACKSON PROPERTY INST. #2016-3981-D-J1 (LOT 7 & N 1/2 LOT 8, BLK 1)
FCP IS 0.3' E. PROP. LINE
6' WOOD PRIVACY FENCE
DEED = SOUTH 225' S 00°02'28"W 225.24'
N 11°21'27"W 160.55'
DEED= S11°21'27"E 163.16'
S 11°21'27"E 160.52'
DEED = S 11°21'27"E 163.16'
GUY WIRE
PRIOR DEED DIVISION LINE
PRIOR CALC. DEED CORNER. NOT FOUND AT TIME OF SURVEY.
LOT 5

METAL FOUND AT FENCE CORNER POST
SHED
PLAT = 87.4'
S 89°55'06"E 87.66'
FCP IS 0.4' E. PROP. LINE
ORIGINAL PLATTED LOT LINE (TYPICAL)
PLAT= N00°06'56"E 951.95'
DEED = SOUTH 951.50'

1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 10, GULF SHORE MANOR, BLOCK ONE.
DEED = WEST 27.6'
S 89°06'59"W 27.30'
1" IRON PIPE FOUND IS 0.7' E. AND 0.7' S. OF FENCE CORNER POST
S 00°07'53"E 75.06'
DEED = 75'
1-1/4" IRON PIPE FOUND
DEED = NORTH 5.81'
N 04°17'04"W 5.93'
DEED = SOUTH 125'
LOT 6
OVERALL PLAT=
RESUBDIVISION PLAT OF 12 PARCELS DESCRIBED IN INST# 2014-6558-D-J1 PRIOR STENUM SURVEY DATED JUNE 3, 2015

6' WOOD PRIVACY FENCE
PLAT = 87.4'
S 89°50'05"E 87.11'
DEED = WESTERLY 245.41'
N 89°49'06"W 244.89'
EXISTING DEED PROPERTY LINE
1/2" IRON ROD FOUND
23.5'
10.6'
CONCRETE SIDEWALK
NOW OR FORMERLY SELINA RUSSELL PROPERTY INST. #2012-0004703-D-J1
N 00°06'29"E 75.03'
PLAT = 50'
S 00°05'05"W 75.14'
DEED = WEST 15.0'
N 89°49'06"W 15.00'
1/2" IRON ROD FOUND IS 0.5' E. OF PROPERTY LINE
TAX PARCEL# 1011D-03-006.000
NOW OR FORMERLY SEA OAKS PROFESSIONAL PLAZA PROPERTY DEED BOOK 1368, PAGE 289 PRIOR SURVEY BY CASSADY & ASSOC. DATED JUNE 15, 2015

ORIGINAL PLATTED LOT LINE (TYPICAL)
PLAT = 87.4'
1/2" IRON ROD FOUND WITH CAP
RESUBDIVISION PLAT OF 2 PARCELS DESCRIBED IN INSTRUMENT #2016-8149-D-J1 PRIOR STENUM SURVEY DATED AUG. 1, 2016
1/2" IRON ROD FOUND WITH CAP
CENTERLINE OF FLOODZONE LIMITS GRAPHICALLY SCALED FROM NEWLY ADOPTED F.E.M.A. MAP REFERENCED HEREON. EXTREME WIDTH OF FLOOD ZONE LIMIT COULD BE CONSIDERED 30' WIDE (15' OFFSET EITHER SIDE) OF LINE SHOWN. (TYPICAL)
ZONE "X", AREA WITHIN 0.2% ANNUAL CHANCE FLOOD PLAIN
ZONE "AE", B.F.E. 18'
23' RIGHT-OF-WAY AS PER RECORDED SUBDIVISION PLATS
ASPHALT SURFACE
BENT 1/2" IRON ROD FOUND IS 1.1' E. OF EDGE OF ASPHALT

GULF SHORE MANOR
BLOCK ONE
MARKHAM DRIVE
26' RIGHT-OF-WAY AS PER TAX MAPS AND RECORDED SUBDIVISION PLAT
ASPHALT SURFACE
GULF SHORE MANOR
BLOCK ONE
COPY BOOK 5, PAGE 404 (OCT. 1925)
PHILLIPS DRIVE

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

NORTH

SHEET 1 OF 5
DATE: DEC. 8, 2020
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG

SCALE:
1" = 50'

50 0 50 100 150
GRAPHIC SCALE – FEET

NORTH

LEGEND:

- -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- -- SPIKE FOUND
- -- SPIKE SET
- -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- -- LIGHTARD KNOT FOUND
- PP -- POWER POLE

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:
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PHONE: (228)392-5552

TOWNSHIP ROAD
(A.K.A. SHELL ROAD)
40' RIGHT-OF-WAY AS PER PLAT
ASPHALT SURFACE

1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER OF GULF SHORE MANOR, BLOCK ONE.

RESERVED 15' EASEMENT TO CITY OF GULFPORT

P.K. NAIL FOUND IN ASPHALT AND MAINTAINED RIGHT-OF-WAY AREA

3,590 SQ.FT. OF PROPERTY DESCRIBED IN INST. #2010-0008675-D-J1 AS TAX PARCEL #1011D-03-004.000 FALLS WITHIN EXISTING ROAD RIGHT-OF-WAY

CALC. DEED CORNER (TYP.)

DEED = EAST 48.0'

WATER VALVES

DEED = N 73°50'00"E 53.75'

CONC. DRAIN BOX

DEED = EAST 15.0'
S 89°30'33"E 15.00'

C/L ROAD

POWER POLE W/TELE. PED.

CATCH BASIN

FCP IS 0.4' W. OF PROP. LINE

S 89°30'33"E 6.77'
DEED = EAST 6.77'

64.45' S 89°44'24"E
50.00' S 89°44'24"E
50.00' S 89°44'24"E
109.00' S 89°44'24"E
S 89°52'11"E 92.77'

15' F.Y.S.B.

GUY WIRE

ASPHALT SURFACE

1/2" IRON ROD FOUND

P.K. NAIL FOUND IN ASPHALT

PLATTED 15' EASEMENT

DEED= S89°56'25"W 7.50'
S 88°49'48"E 7.54'

NOW OR FORMERLY CHARLES BROADUS PROPERTY INST. #2017-4589-D-J1 (LOTS 1 & 2, BLK 1)

ATTENTION IS CALLED TO MEANDERING FENCE LINE ALONG WEST PROPERTY LINE. ORIGINAL FENCE LINE REFERENCED IN BOUNDARY LINE AGREEMENT DEED BOOK 1276, PAGE 636, IS NO LONGER IN PLACE.

DEED = S 00°21'18"W 296.78'
S 00°15'36"W 296.84'

6' WOOD PRIVACY FENCE

S 00°15'36"W 150.00'

42.7'

PARCEL A 9,667 SQ.FT.

PARCEL B 7,500 SQ.FT.

PARCEL C 7,500 SQ.FT.

PARCEL D 8,170 SQ.FT.

6' SIDE YARD SETBACK

S 89°44'24"E 108.87'

PARCEL E 8,160 SQ.FT.

S 89°44'24"E 108.73'

S 00°21'37"W 75.00'

PLAT= S00°06'56"W 85.00'

LOT 1

96.77'

96.26'

13.1'

NOW OR FORMERLY PARADISE BEACH DEVELOPMENTS, LLC. PROPERTY INST. #2005-0015607-D-J1

PREVIOUS SURVEY BY L.P. STENUM & ASSOC., DATED SEPT. 11, 1992

1/2" IRON ROD FOUND

PLAT= S00°06'56"W 80.68'

LOT 2

DEED = N 00°09'13"W 429.84'
S 00°04'59"E 430.02'

S 00°06'39"W 428.63'
DEED = S 00°01'00"E 428.83'
DEED = S 00°00'41"E 428.82'
(BASE BEARING)

NOW OR FORMERLY PARADISE BEACH DEVELOPMENTS, LLC. PROPERTY INST. #2005-0015607-D-J1

PREVIOUS SURVEY BY L.P. STENUM & ASSOC., DATED SEPT. 11, 1992

NOW OR FORMERLY ROBERT AND PATRICIA TORJUSEN PROPERTY D.B. 1276, PG. 636 (LOT 3, BLK 1)

N 00°23'15"E 223.37'

S 89°40'57"E 87.55'

old broken metal post

FCP IS ON PROP. LINE

TYPICAL MINIMUM BUILDING SETBACK LIMITS

6' R.Y.S.B.

S 89°44'24"E 273.19'

PARCEL F 16,536 SQ.FT.

60.54'

PLAT= S00°06'56"W 80.57'

PLATTED 15' EASEMENT

LOT 3

RESUBDIVISION PLAT OF 12 PARCELS DESCRIBED IN INSTRUMENT #2014-6558-D-J1 PRIOR STENUM SURVEY DATED JUNE 3, 2015

NOW OR FORMERLY FRANCIS AND GAYLE PATRICK PROPERTY DEED BOOK 1465, PAGE 515 (LOT 4 AND N. 1/2 OF LOT 5, BLK 1)

N 00°15'36"E

S 89°44'24"E 273.08'

PARCEL G 16,529 SQ.FT.

CATCH BASIN

1" IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE S 1/2 OF LOT 5, BLK 1.

15' EASEMENT WITHIN INST# 2004-4097-D-J1 AS PER SURVEY BY CITY OF GULFPORT, DATED APRIL 22, 2002

ASPHALT SURFACE

PLAT= S00°06'56"W 80.36'

LOT 4

332.37'

(0.069 ACRE) QUITCLAIM AREA AND DEED OVERLAP AS PER PRIOR SURVEY BY L.P. STENUM & ASSOC. DATED SEPT. 11, 1992. DESCRIBED IN INSTRUMENT #2005-0015607-D-J1

NOW OR FORMERLY FRANCIS AND GAYLE PATRICK PROPERTY DEED BOOK 1465, PAGE 515 (LOT 6 AND S. 1/2 OF LOT 5, BLK 1)

S 89°44'24"E 272.98'

PARCEL H 16,523 SQ.FT.

NOW OR FORMERLY BILLY AND MICHELLE JACKSON PROPERTY INST. #2016-3981-D-J1 (LOT 7 & N 1/2 LOT 8, BLK 1)

FCP IS 0.3' E. PROP. LINE

DEED = SOUTH 225'
S 00°02'28"W 225.24'

6' WOOD PRIVACY FENCE

IRON ROD SET AT 1.0' OFFSET EAST, LOT CORNER FALLS UNDER FENCE

S 89°44'24"E 272.87'

LOT 5

951.95'

METAL FOUND AT FENCE CORNER POST

SHED

PLAT = 87.4'

DEED = S 11°21'27"E 163.16'
N 11°21'27"W 160.55'

PARCEL I 16,516 SQ.FT.

GULF SHORE MANOR
BLOCK ONE

SHEET MATCHLINE

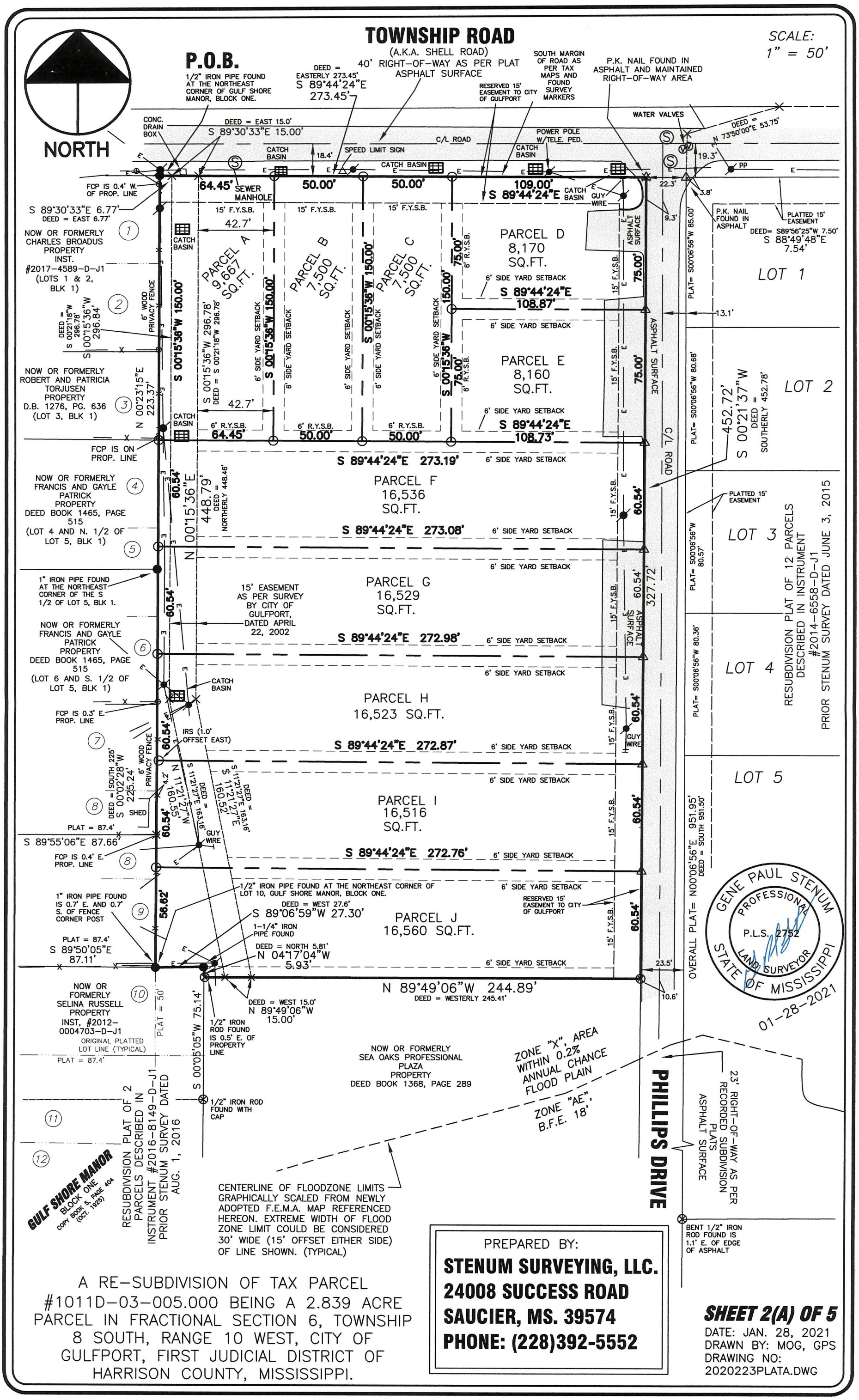
SHEET TWO
SHEET THREE

GENE PAUL STENUM
PROFESSIONAL
P.L.S. 2752
LAND SURVEYOR
STATE OF MISSISSIPPI
01-28-2021

CASE I.D. #

SHEET 2 OF 5

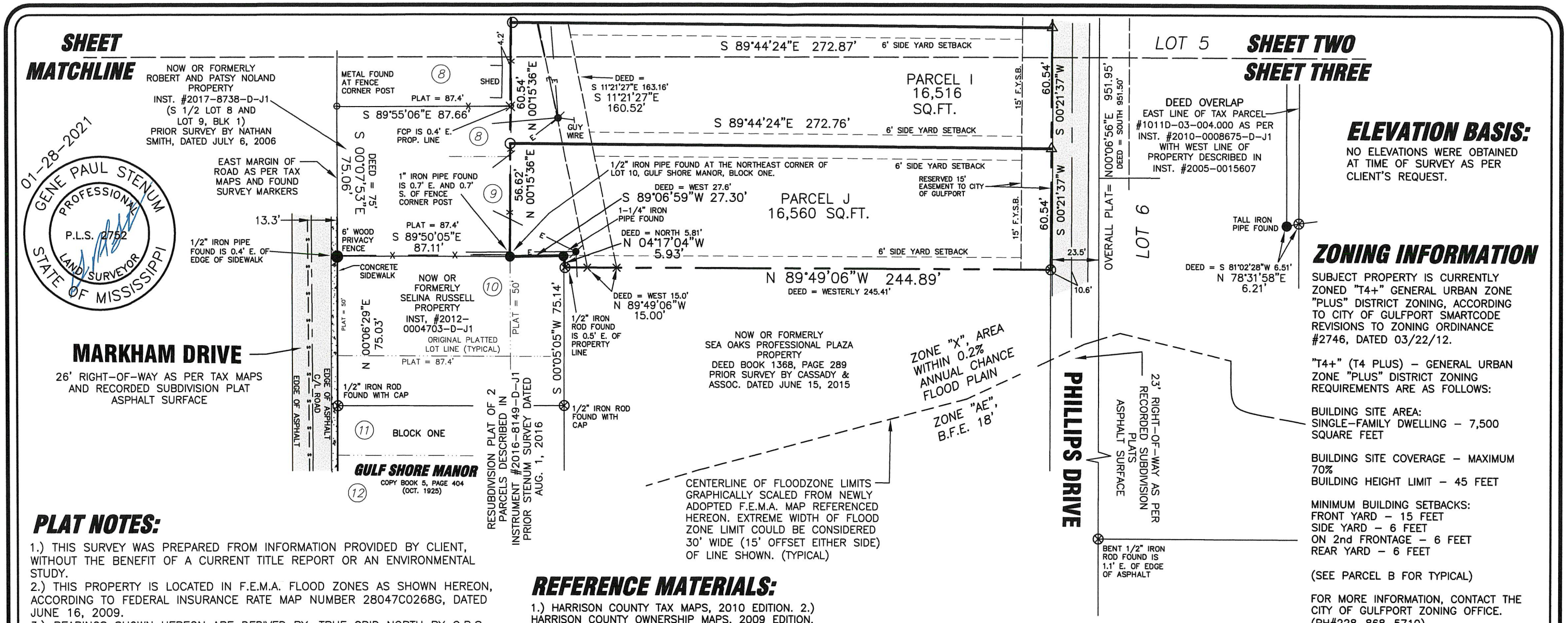
DATE: JAN. 28, 2021
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG



A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

SHEET 2(A) OF 5
DATE: JAN. 28, 2021
DRAWN BY: MOG, GPS
DRAWING NO: 2020223PLATA.DWG



ELEVATION BASIS:

NO ELEVATIONS WERE OBTAINED AT TIME OF SURVEY AS PER CLIENT'S REQUEST.

ZONING INFORMATION

SUBJECT PROPERTY IS CURRENTLY ZONED "T4+" GENERAL URBAN ZONE "PLUS" DISTRICT ZONING, ACCORDING TO CITY OF GULFPORT SMARTCODE REVISIONS TO ZONING ORDINANCE #2746, DATED 03/22/12.

"T4+" (T4 PLUS) – GENERAL URBAN ZONE "PLUS" DISTRICT ZONING REQUIREMENTS ARE AS FOLLOWS:

BUILDING SITE AREA:
SINGLE-FAMILY DWELLING – 7,500 SQUARE FEET

BUILDING SITE COVERAGE – MAXIMUM 70%
BUILDING HEIGHT LIMIT – 45 FEET

MINIMUM BUILDING SETBACKS:
FRONT YARD – 15 FEET
SIDE YARD – 6 FEET
ON 2nd FRONTAGE – 6 FEET
REAR YARD – 6 FEET

(SEE PARCEL B FOR TYPICAL)

FOR MORE INFORMATION, CONTACT THE CITY OF GULFPORT ZONING OFFICE. (PH#228-868-5710)

PLAT NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.
2.) THIS PROPERTY IS LOCATED IN F.E.M.A. FLOOD ZONES AS SHOWN HEREON, ACCORDING TO FEDERAL INSURANCE RATE MAP NUMBER 28047C0268G, DATED JUNE 16, 2009.
3.) BEARINGS SHOWN HEREON ARE DERIVED BY: TRUE GRID NORTH BY G.P.S. OBSERVATION, V.R.S. NETWORK, NAD 83 (CORS 96)(EPOCH:2002.0000)
4.) THIS IS A CLASS "B" SURVEY AS DEFINED BY THE CURRENT MANUAL OF RULES AND REGULATIONS PRODUCED BY MISSISSIPPI STATE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. ERROR OF CLOSURE= 1:12,200.
5.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
6.) EACH NEW PARCEL WILL BE SERVICED BY EXISTING POTABLE WATER AND SANITARY SEWER LINES WITHIN PHILLIPS DRIVE AND TOWNSHIP ROAD PROVIDED BY THE CITY OF GULFPORT
7.) TOTAL NUMBER OF NEW LOTS = 10. TOTAL AREA OF SUBDIVISION = 2.839 ACRES. ALL NEW LOT CORNERS ARE 1/2" IRON ROD SET WITH CAPS UNLESS NOTED OTHERWISE.
8.) A NEW 15' EASEMENT IS RESERVED TO THE CITY OF GULFPORT ALONG THE FRONT OF ALL NEW LOTS AS SHOWN HEREON.
9.) SEE PARCEL "B" FOR TYPICAL MINIMUM BUILDING SETBACKS PER ZONING REGULATIONS.

50 0 50 100 150
GRAPHIC SCALE – FEET

REFERENCE MATERIALS:

1.) HARRISON COUNTY TAX MAPS, 2010 EDITION. 2.) HARRISON COUNTY OWNERSHIP MAPS, 2009 EDITION.
3.) WARRANTY DEEDS LISTED AND DESCRIBED HEREON.
4.) PREVIOUS SURVEYS LISTED AND DESCRIBED HEREON.
5.) HARRISON COUNTY AERIAL TOPOGRAPHIC MAPS, 2002 EDITION.
6.) RECORDED SUBDIVISION PLAT OF CHAMPENOIS SUBDIVISION. PLAT BOOK 12, PAGE 67.

EXPLANATION OF FLOOD ZONES

(OBTAINED FROM F.I.R.M. DESCRIBED HEREON)

ZONE	EXPLANATION
AE	SPECIAL FLOOD HAZARD AREAS. SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATIONS DETERMINED.
X	AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

CASE I.D. #
_____

SHEET 3 OF 5
DATE: JAN. 28, 2021
DRAWN BY: MOG, GPS
DRAWING NO: 2020223PLATA.DWG

OVERALL EXISTING DEED DESCRIPTION: INST# 2020-14743-D-J1

BEGINNING AT THE NORTHEAST (NE) CORNER OF BLOCK ONE (1), 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 A 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.

LEGAL DESCRIPTION: PARCEL A (9,667 SQ.FT.) AS PER SURVEY:

BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 64.45' TO AN IRON ROD SET; THENCE S00°15'36"W 150.00' TO AN IRON ROD SET; THENCE N89°44'24"W 64.45' TO AN IRON ROD SET ON THE EAST BOUNDARY OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG THE EAST LINE OF SAID GULF SHORE MANOR, N00°15'36"E 150.00' TO THE POINT OF BEGINNING, CONTAINING 9,667 SQ.FT. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL B (7,500 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 64.45' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°44'24"E 50.00' TO AN IRON ROD SET; THENCE S00°15'36"W 150.00' TO AN IRON ROD SET; THENCE N89°44'24"W 50.00' TO AN IRON ROD SET; THENCE N00°15'36"E 150.00' TO THE POINT OF BEGINNING, CONTAINING 7,500 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL C (7,500 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 114.45' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°44'24"E 50.00' TO AN IRON ROD SET; THENCE S00°15'36"W 150.00' TO AN IRON ROD SET; THENCE N89°44'24"W 50.00' TO AN IRON ROD SET; THENCE N00°15'36"E 150.00' TO THE POINT OF BEGINNING, CONTAINING 7,500 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL D (8,170 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 164.45' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, S89°44'24"E 109.00' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 75.00' TO A P.K. NAIL SET; THENCE N89°44'24"W 108.87' TO AN IRON ROD SET; THENCE N00°15'36"E 75.00' TO THE POINT OF BEGINNING, CONTAINING 8,170 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL E (8,160 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 75.00' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 75.00' TO A P.K. NAIL SET; THENCE N89°44'24"W 108.73' TO AN IRON ROD SET; THENCE N00°15'36"E 75.00' TO AN IRON ROD SET; THENCE S89°44'24"E 108.87' TO THE POINT OF BEGINNING, CONTAINING 8,160 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL F (16,536 SQ.FT.)AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 150.00' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54 TO A P.K. NAIL SET; THENCE N89°44'24"W 273.08' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 273.19' TO THE POINT OF BEGINNING, CONTAINING 16,536 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL G (16,529 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 210.54' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54 TO A P.K. NAIL SET; THENCE N89°44'24"W 272.98' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 273.08' TO THE POINT OF BEGINNING, CONTAINING 16,529 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL H (16,523 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 271.08' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54 TO A P.K. NAIL SET; THENCE N89°44'24"W 272.87' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 272.98' TO THE POINT OF BEGINNING, CONTAINING 16,523 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

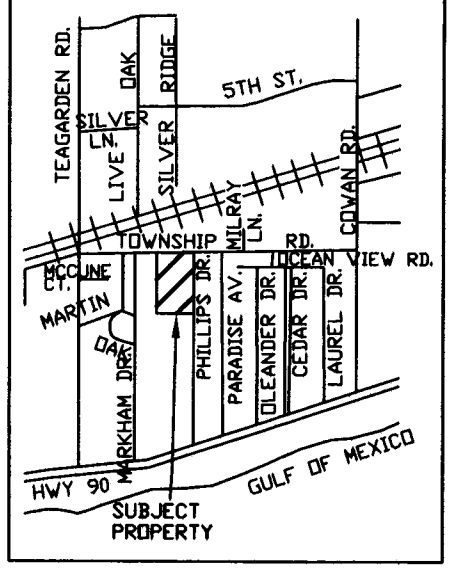
LEGAL DESCRIPTION: PARCEL I (16,516 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 331.62' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54 TO A P.K. NAIL SET; THENCE N89°44'24"W 272.76' TO AN IRON ROD SET ON THE EAST LINE OF GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 60.54' TO AN IRON ROD SET; THENCE S89°44'24"E 272.87' TO THE POINT OF BEGINNING, CONTAINING 16,516 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

LEGAL DESCRIPTION: PARCEL J (16,560 SQ.FT.) AS PER SURVEY:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF BLOCK ONE, GULF SHORE MANOR, SAID POINT LYING ON THE SOUTH MARGIN OF TOWNSHIP ROAD; THENCE ALONG SAID SOUTH MARGIN, S89°44'24"E 273.45' TO A P.K. NAIL SET AT THE INTERSECTION OF SAID SOUTH MARGIN AND THE WEST MARGIN OF A PLATTED 23' RIGHT-OF-WAY FOR PHILLIPS AVENUE; THENCE ALONG SAID WEST MARGIN, S00°21'37"W 392.16' TO A P.K. NAIL SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°21'37"W 60.54' AN IRON ROD FOUND AT THE NORTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OF SEA OAKS PROFESSIONAL PLAZA, DESCRIBED IN DEED BOOK 1368, PAGE 289; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, N89°49'06"W 244.89' TO AN IRON ROD SET AT THE NORTHWEST CORNER OF SAID PROPERTY; THENCE N04°17'04"W 5.93' TO AN IRON PIPE FOUND; THENCE S89°06'59"W 27.30' TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 9, GULF SHORE MANOR, BLOCK ONE; THENCE ALONG SAID EAST LINE, N00°15'36"E 56.62' TO AN IRON ROD SET; THENCE S89°44'24"E 272.76' TO THE POINT OF BEGINNING, CONTAINING 16,560 SQ.FT.. SAID PROPERTY BEING SUBJECT TO ALL EASEMENTS SHOWN HEREON AND BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF GREGORY T. SMITH, DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

VICINITY MAP:
NOT TO SCALE:



LEGAL DESCRIPTION INDEXING STATEMENT:

ALL LEGAL DESCRIPTIONS SHALL BE REFERENCED AS FOLLOWS WITH INDEXING:

A PARCEL OF LAND SITUATED IN THE ORIGINAL PLAT OF CHAMPENOIS SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 67 (NOW BEING A VACATED PLAT) AND ALSO WITHIN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED WITH THE FOLLOWING BEARINGS DERIVED BY TRUE GRID NORTH BY G.P.S. OBSERVATION, TRIMBLE V.R.S. NETWORK, NAD 83(2011) (EPOCH:2010.0000) AS PER THIS SURVEY BY GENE PAUL STENUM, DATED DECEMBER 8, 2020, AS FOLLOWS:

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

CASE I.D. #

_____

DATE: DEC. 8, 2020
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG

SHEET 4 OF 5

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

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 RE-SUBDIVISION OF 2.839 ACRE PARCEL, IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO TEN PARCELS. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTY IS 1011D-03-005.000 AND IS DESCRIBED IN INSTRUMENT #2020-14743-D-J1.

THE CASE FILE NUMBER IS _____.

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 RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY

BY: _____
GREGORY T. SMITH, OWNER

THIS 1 DAY OF February, 2021.

OWNER'S CERTIFICATE AND DEDICATION:

THIS IS TO CERTIFY THAT GREGORY T. SMITH, AN INDIVIDUAL, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS RESUBDIVISION PLAT, AND THAT HE DECLARES THIS TO BE A CORRECT PLAT OF THE RESUBDIVISION, LOCATED WITHIN THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI. HE FURTHER DECLARES THIS TO BE A CORRECT PLAT AND DEDICATES THE EASEMENTS, AS SHOWN ON THIS PLAT TO THE CITY OF GULFPORT FOREVER.

WITNESS MY SIGNATURE ON THIS 1 *DAY OF* February, 2021.

BY: _____
GREGORY T. SMITH, OWNER

ACKNOWLEDGEMENT:

STATE OF MISSISSIPPI *COUNTY OF* Harrison

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF _____. STATE OF MISSISSIPPI, PERSONALLY APPEARED THE AFORENAMED, GREGORY T. SMITH, AS AN INDIVIDUAL, WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON THE DATE AND YEAR MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1st *DAY OF* February, 2021.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/9/21

STATE OF MISSISSIPPI
MATILDA ANN WELCH
ID NO. 93115
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

(SEAL)

SHEET 5 OF 5

DATE: DEC. 8, 2020
DRAWN BY: MOG, GPS
DRAWING NO:
2020223PLATA.DWG

SURVEYOR'S CERTIFICATE:

CASE I.D. # _____

I, GENE PAUL STENUM, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE AND SEAL THIS 8TH *DAY OF* DECEMBER, *2020.*

_____
GENE PAUL STENUM, P.L.S. #2752

GENE PAUL STENUM
PROFESSIONAL
P.L.S. 2752
LAND SURVEYOR
STATE OF MISSISSIPPI

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION:

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE

_____ DAY OF _____, 20___.

KEITH WILLIAMS
THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

GREG HOLMES
THE CITY OF GULFPORT'S PLANNING DIVISION DIRECTOR

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 GULFPORT'S CLERK OF COUNCIL

ADOPT:

F.B. "RUSTY" WALKER, IV
THE CITY OF GULFPORT' 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___.

(SEAL)

BILLY HEWES, THE CITY OF GULFPORT'S MAYOR

A RE-SUBDIVISION OF TAX PARCEL #1011D-03-005.000 BEING A 2.839 ACRE PARCEL IN FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:
STENUM SURVEYING, LLC.
24008 SUCCESS ROAD
SAUCIER, MS. 39574
PHONE: (228)392-5552

Affidavit

There are no restrictive or protective covenants prohibiting the resubdivision of this property.

Parcel # 1011 D-03-005.000

3/2/21

Matilda Welch
Notary

STATE OF MISSISSIPPI
MATILDA ANN WELCH
ID NO. 93115
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

REVIEWED

SCANNED

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

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: NW ¼ 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 FARRIGTON 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
CECILIA SANDERS

BY: Heather Sanders Jenkins
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 NOTARY PUBLIC ID # 64621 LISA M. VERHOVSHEK Commission Expires Nov. 26, 2021 HARRISON COUNTY

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

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64621 LISA M. VERHOVSHEK Commission Expires Nov. 26, 2021 HARRISON COUNTY

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

10548492 PERMITS RECEIPT N
CITY OF GULFPORT
GULFPORT MS 39501

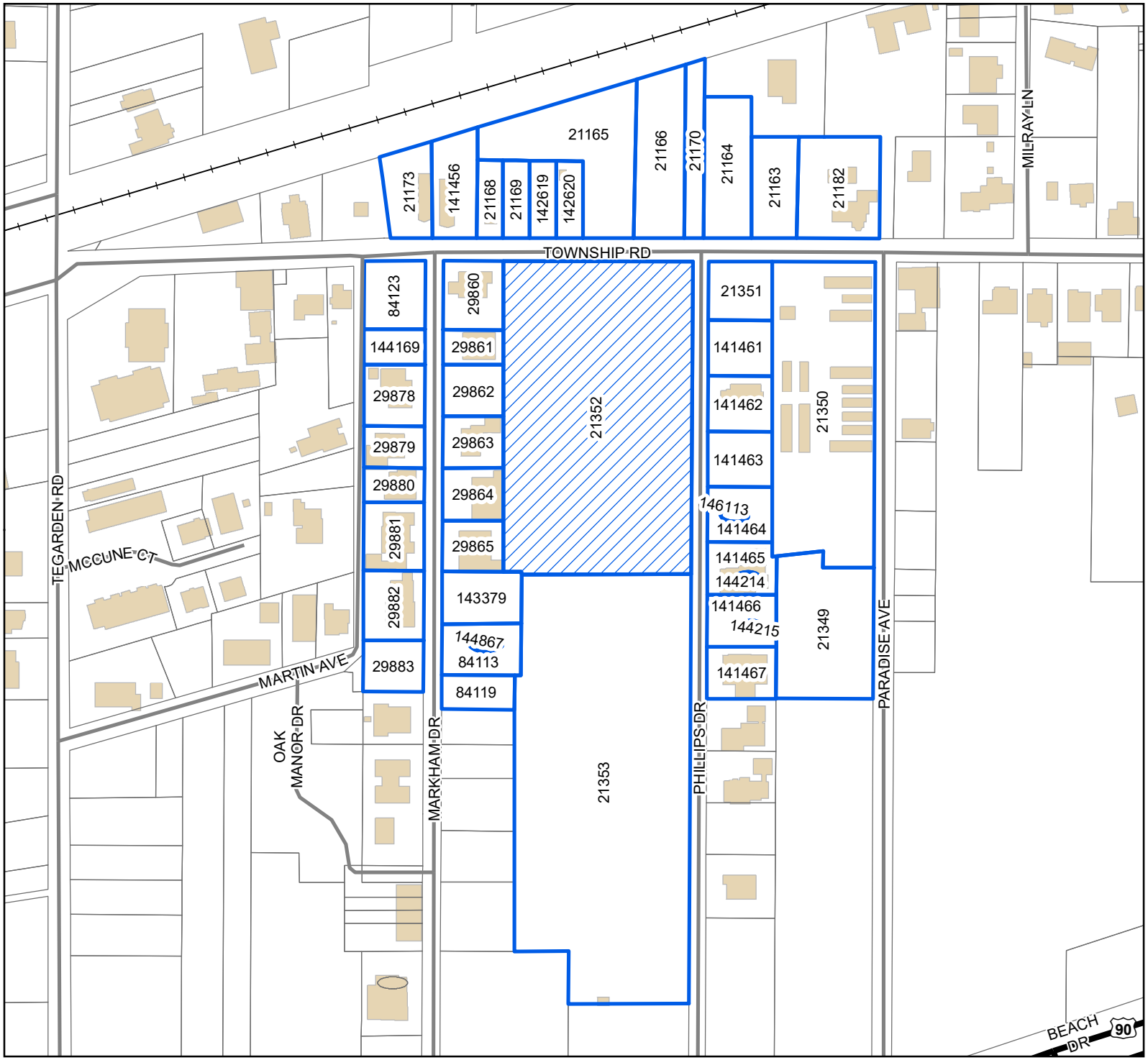
DATE: 03/02/21 TIME: 09:17
CLERK: sgill
CUSTOMER#:
CUSTOMER NAME

0

AMOUNT PAID:
PAID BY: PZD
PLANNING AND 225.00

2104PC068

Resubdivision



Legend

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

0 30 60 90
Yards

1 inch = 200 feet

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W E
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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
	21352	1011D-03-005.000	Gregory Smity (Owner)	PO 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
	84123	1011D-03-022.000	BROADUS CHARLES	206 MARKHAM DR	GULFPORT	MS	39507
n	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
	84119	1011D-03-014.000	SCHLOSSER BRIAN & MELINDA	155 CLOVER ST	BILOXI	MS	39530

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	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

RE: Resubdivision 2104PC068, by owner Gregory Smith, tax parcel 1011D-03-005.000, Divide into 10 new parcels, Township Rd and Phillips Dr, Zoned T4+ (General Urban Zone "Plus"), 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, April 22, 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, April 22, 2021.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

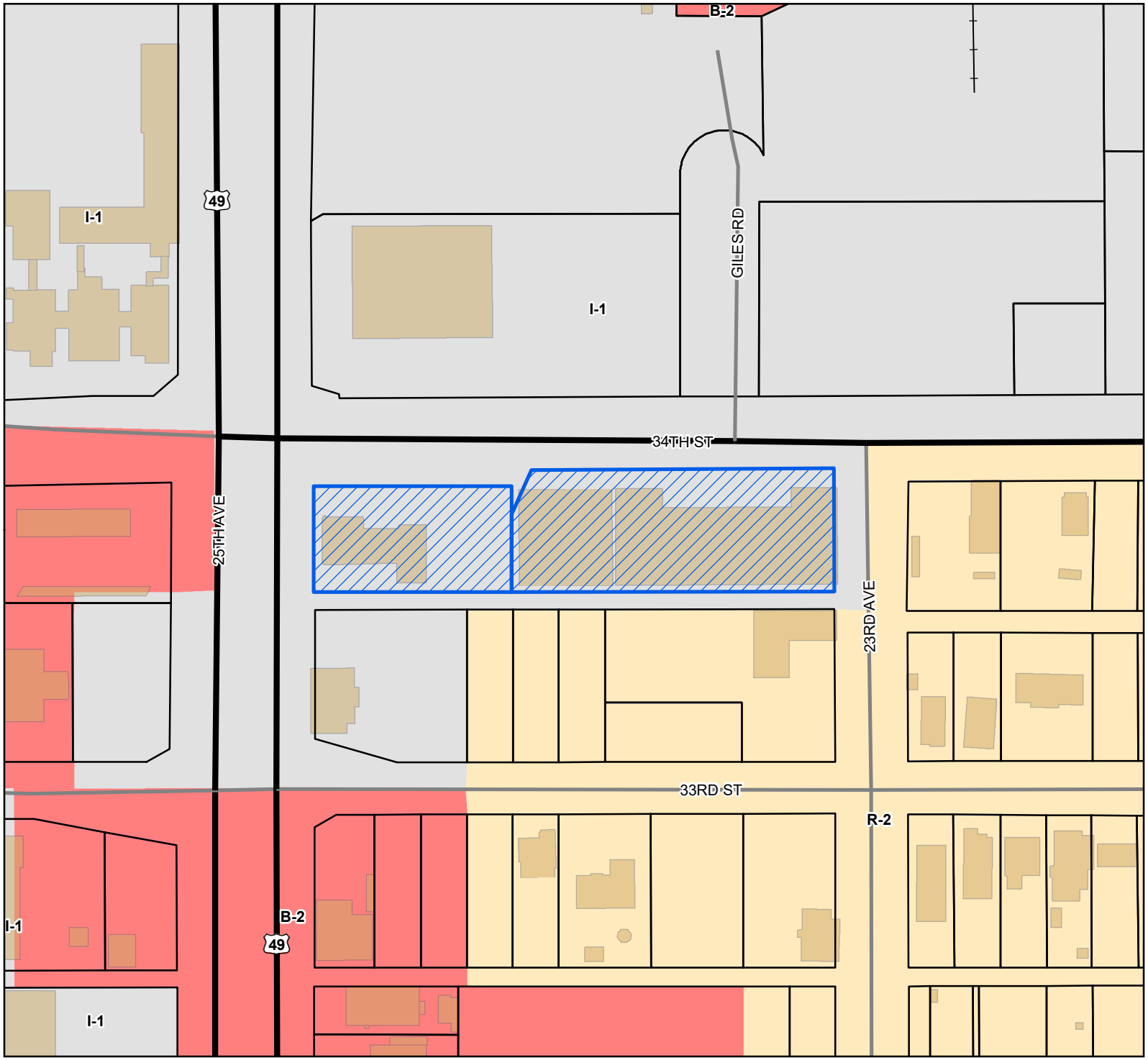
Date of Hearing: April 22, 2021

Re: **Resubdivision 2104PC072:**

Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

2104PC072

Resubdivision



Site
US or State Highway
Street
Railroad
Parcels
Buildings

Zoning

B-2 - General Business District
I-1 - Light Industry District
R-2 - Single Family Residence District (Medium Density)

Site Information
0810N-05-002.000
0810N-05-001.000
Zoning: I-1 (Light industry)
Size: 1.6 acres
Flood: X

0 25 50 75
Yards
1 inch = 150 feet

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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.

RESUBDIVISION OF TWO PARCELS OF LAND KNOWN AS TAX PARCEL 0810N-05-001.000 AND 0810N-05-002.000, ALL BEING LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, OF HARRISON COUNTY, MISSISSIPPI. INTO TWO PARCEL KNOWN HEREAFTER AS PARCEL "A" AND PARCEL "B".

RESUBDIVION SURVEY

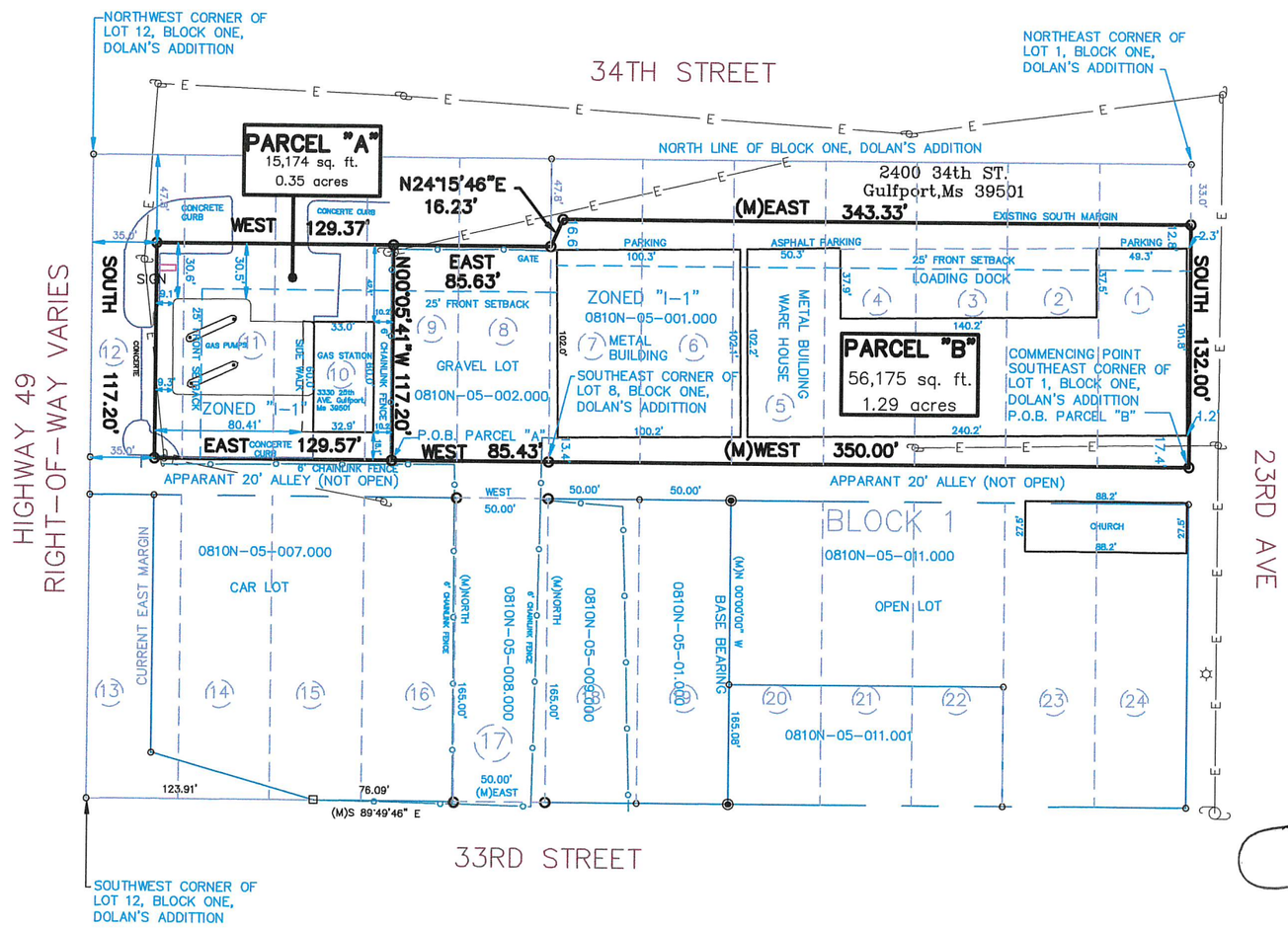
SURVEY PLAT AFTER REDIVISION

NORTH

SCALE: 1" = 80'

PIDN: 0810N-05-001.000
PIDN: 0810N-05-001.000
ZONED "I-1"

Building setback requirements "I-1" Light Industery District.
Builging Site Coverage (75%)
Buiiding Height Limit (100')
Front yard = 25 feet
There are no minimum required side or rear yards



SYMBOL LEGEND

—E— = overhead electric	1/2" IRS = iron rod set
—UE— = underground electric	1/2" IRF = iron rod found
= utility pole	PKF = P.K. nail found
(D) = deed	PKS = P.K. nail set
(P) = plat	IPF = iron pipe found
(R) = record	CMF = concrete mon. fd.
(M) = measures	LKF = lightard knot found
AC. = acres	= sewer manhole
	WM = water meter

Note: Building setbacks, elevations, wetlands determination and et cetera to be prescribed by appropriate governing bodies.
Note: Municipal utilities suchas water and sewer appear to be readily available and are within three hundred feet of subject property.

Note: The above described parcels are located in Building Zone "I-1"

Note: This survey has been prepared by information provided by the client and without the benefit of a current title report. This survey may not show all easements and other restrictions of record. Surveyor will be made available to add such features to this survey if a current title report or abstract of title is provided to him by proper authority. This survey does not warrant present ownership.

Note: By Graphic Plotting only, this property is in Zone "X" of the Flood Insurance Rate Map 28047C0264G. Community Panel No. 285253-0264-G, effective date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition the above statement does not represent this surveyor's opinion of the probability of flooding.

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

This is to certify that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

TIMOTHY L. GLASS, P.L.S.
DATE: March 03, 2021
MS. REG. NO. 02584

TIMOTHY L. GLASS
LICENSED PROFESSIONAL SURVEYOR
PLS 02584
STATE OF MISSISSIPPI

SURVEY FOR:
Mr. David Fayard
ACE MOVING & STORAGE CO., INC.
2400 34TH STREET
Gulfport, Mississippi 39501
PIDN: 0810N-05-001.000

SURVEY BY:
Glass Land Surveying, Inc.
10453 Pin Oak Drive
Biloxi, Mississippi 39532
Ph/Fax (228) 392-9004
e-mail: glasurv@aol.com

TYPE SURVEY: REDIVISION SURVEY	JOB NO.:DOLANS ADD.DWG
DATE OF SURVEY: 03/03/2021	REVISED:
CHECKED BY: TLG	SCALE: 1" = 80'
CREW CHIEF: TLG	SHEET NO: 2 OF 5

RESUBDIVISION OF TWO PARCELS OF LAND KNOWN AS TAX PARCEL 0810N–05–001.000 AND 0810N–05–002.000, ALL BEING LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, OF HARRISON COUNTY, MISSISSIPPI. INTO TWO PARCEL KNOWN HEREAFTER AS PARCEL "A" AND PARCEL "B".

RESUBDIVION SURVEY

SURVEY PRIOR TO REDIVISION

NORTH

SCALE: 1" = 80'

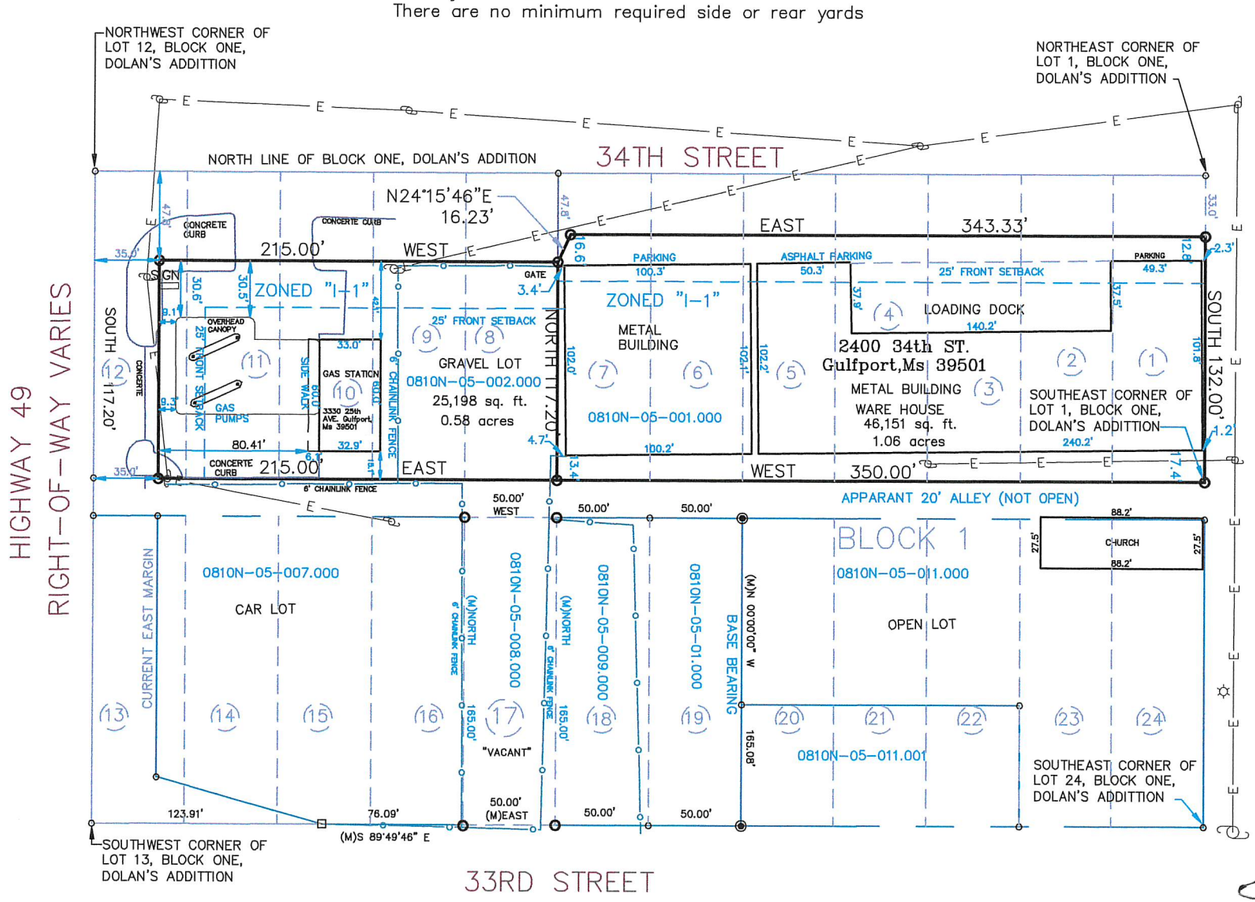
PIDN: 0810N–05–001.000
PIDN: 0810N–05–002.000
ZONED "I–1"

Building setback requirements "I–1" Light Industery District.
Builging Site Coverage (75%)
Buiiding Height Limit (100')
Front yard = 25 feet
There are no minimum required side or rear yards

SYMBOL LEGEND

—E— = overhead electric
—UE— = underground electric
= utility pole
(D) = deed
(P) = plat
(R) = record
(M) = measures
AC. = acres

1/2" IRS = iron rod set
1/2" IRF = iron rod found
PKF = P.K. nail found
PKS = P.K. nail set
IPF = iron pipe found
CMF = concrete mon. fd.
LKF = lightard knot found
= sewer manhole
WM = water meter



Note: Building setbacks, elevations, wetlands determination and et cetera to be prescribed by appropriate governing bodies.
Note: Municipal utilities suchas water and sewer appear to be readily available and are within three hundred feet of subject property.

Note: The above described parcels are located in Building Zone "I–1"

Note: This survey has been prepared by information provided by the client and without the benefit of a current title report. This survey may not show all easements and other restrictions of record. Surveyor will be made available to add such features to this survey if a current title report or abstract of title is provided to him by proper authority. This survey does not warrant present ownership.

Note: By Graphic Plotting only, this property is in Zone "X" of the Flood Insurance Rate Map 28047C0264G. Community Panel No. 285253–0264–G, effective date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition the above statement does not represent this surveyor's opinion of the probability of flooding.

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

This is to certify that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

TIMOTHY L. GLASS, P.L.S.
DATE: March 03, 2021
MS. REG. NO. 02584

TIMOTHY L. GLASS
LICENSED PROFESSIONAL
SURVEYOR
PLS 02584
STATE OF MISSISSIPPI

SURVEY FOR:
Mr. David Fayard
ACE MOVING & STORAGE CO., INC.
2400 34TH STREET
Gulfport, Mississippi 39501
PIDN: 0810N–05–001.000

SURVEY BY:
Glass Land Surveying, Inc.
10453 Pin Oak Drive
Biloxi, Mississippi 39532
Ph/Fax (228) 392–9004
e–mail: glasurv@aol.com

TYPE SURVEY: REDIVISION SURVEY	JOB NO.: DOLANS ADD.DWG
DATE OF SURVEY: 03/03/2021	REVISED:
CHECKED BY: TLG	SCALE: 1" = 80'
CREW CHIEF: TLG	SHEET NO: 1 OF 5

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 two (2) parcels of land known as Tax Parcel # 0810N–05–001.000, containing 46,151 S.F. and or 1.06 acres more or less, Tax Parcel # 0810N–05–002.000, cotaining 251,198 S.F. and or 0.58 acres more or less, said parcels situated and being located in the NW 1/4 of the SE 1/4 of Section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; into two (2) parcel known hereafter as Parcel "A", containing 15174 S.F. and or 0.35 acres more or less and Parcel "B" containing 56,175 S.F. and or 1.29 acres more or less. The subject property is generally described as being bounded on the North by 34TH Street, on the East by 23RD Avenue, on the South by a 20 foot Alley (NOT OPEN TO THROUGH TRAFFIC), 33RD Street and on the West U.S. Highway 49. The ad valorem tax parcel number(s) of the subject property is (are) 0810N–05–001.000 (Deed Book 493, Page 24, and 0810N–05–002.000 (INST.2010–8085–D–J1)

The Case File Number is _____

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:

LEGAL DESCRIPTION: PIDN: 0810N–05–001.000

DEED BOOK 1361 BOOK 127, AND DEED BOOK 493, PAGE 24

Lots 1 to 7 inclusive of Block One (1) of Dolan Addition to the City of Gulfport, lying South and East of the present South margin of 34TH Street, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi; of Dolan Addition as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION: PIDN: 0810N–05–002.000

INST.# 2010–8085–D–J1

Lots 8 to 12 inclusive of Block One (1) of Dolan Addition to the City of Gulfport, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi; less the North 47.8ft. more or less of Block One (1) of Dolan Addition as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi.

TYPE SURVEY: REDIVISION SURVEY	JOB NO.: DOLANS ADD.DWG	SURVEY BY: *Glass Land Surveying, Inc.* *10453 Pin Oak Drive* *Biloxi, Mississippi 39532* *Ph/Fax (228) 392–9004* *e–mail: glasurv@aol.com*	SURVEY FOR: *Mr. David Fayard* *ACE MOVING & STORAGE CO., INC.* 2400 34TH STREET Gulfport, Mississippi 39501 PIDN: 0810N–05–001.000
DATE OF SURVEY: 03/03/2021	REVISED:		
CHECKED BY: TLG	SCALE: 1" = 80'		
CREW CHIEF: TLG	SHEET NO: 3 OF 5		

LEGAL DESCRIPTION OF THE TWO (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION of: PARCEL "A" as per survey

A parcel of land situated and being located in part of lot 9, 10, 11 of an 12, of Block One (1) of Dolans Addition to the City of Gulfport, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commencing at the Southeast Corner of Lot 1, Block 1 of said Dolans Addition to the City of Gulfport; thence West 350.00 feet to the Southeast Corner of Lot 8 of said Block 1; thence Continue West 85.43 feet to the Point Of Beginning; thence N00°05'41"W 117.20 feet to the South margin of 34th Street; thence West 129.37 feet along said South margin t0 the East margin of Highway 49; thence South 117.20 feet along said East margin; thence East 129.57 feet to the Point of Beginning. Said parcel of land contains 15,174 sq ft and or 0.35 acres more or less.

LEGAL DESCRIPTION OF THE TWO (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION of: PARCEL "B" as per survey

A parcel of land situated and being located in part of Lots 1 through 9 of Block One (1) of Dolans Addition to the City of Gulfport, as per the official Map or Plat of said Addition on file and record in the Office of the Chancery Clerk of Harrison County, Mississippi as recorded in Deed Book 404, Page 367 of the Land Deed records in the First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point of beginning, commence at the Southeast Corner of Lot 1, Block 1 of said Dolans Addition to the City of Gulfport; thence West 350.00 feet to the Southeast Corner of Lot 8 of said Block 1; thence Continue West 85.43 feet; thence N00°05'41"W 117.20 feet to the South margin of 34th Street; thence East 85.43 feet along said South margin; thence continue along said South margin N24°15'46"E 16.23; thence East 343.33 feet to the West margin of 23RD Avenue; thence South along said West margin 132.00 feet to the Point of Beginning. Said parcel of land contains 56,175 sq ft and or 1.29 acres more or less.

The applicant hereby covenants and agrees 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 Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

David Fayard	David Fayard	DATE:
(President's Signature)	(Print President's Name)	
ACE MOVING & STORAGE CO. INC.	ACE MOVING & STORAGE CO. INC.	

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of MISSISSIPPI, County of HARRISON, personally appeared the aforenamed _____, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Notary Seal

NOTARY PUBLIC

My Commission Expires: _____

TYPE SURVEY: REDIVISION SURVEY	JOB NO.: DOLANS ADD.DWG	SURVEY BY: *Glass Land Surveying, Inc.* *10453 Pin Oak Drive* *Biloxi, Mississippi 39532* *Ph/Fax (228) 392-9004* *e-mail: glasurv@aol.com*	SURVEY FOR: *Mr. David Fayard* *ACE MOVING & STORAGE CO., INC.* 2400 34TH STREET Gulfport, Mississippi 39501 PIDN: 0810N-05-001.000
DATE OF SURVEY: 03/03/2021	REVISED:		
CHECKED BY: TLG	SCALE: 1" = 80'		
CREW CHIEF: TLG	SHEET NO: 4 OF 5		

The applicant hereby covenants and agrees 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 Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

David Fayard	DAVID FAYARD	3-3-2021
(President's Signature)	(Print President's Name)	DATE:
M H S SERVICE LLC	M H S SERVICE LLC	

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of MISSISSIPPI, County of HARRISON, personally appeared the aforenamed David Fayard, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

STATE OF MISSISSIPPI
BENNON G. JOHNSON JR.
ID No
Comm Expires
Oct. 8, 2022
NOTARY PUBLIC
HARRISON COUNTY

Notary Seal

NOTARY PUBLIC

My Commission Expires: 10-8-2022

PLANNING COMMISSION

Submitted to and approved by the Gulfport Planning Commission on the _____ day of

_____, 20____.

Keith Williams	Greg Holmes
The City of Gulfport's Planning Commission Chairman	The City of Gulfport's Planning Division Administrator

APPROVAL

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:	ADOPT
BRITTANY RODGERS	THE CITY OF GULFPORT'S COUNCIL PRESIDENT
THE CITY OF GULFPORT'S CLERK OF COUNCIL	F.B. 'RUSTY' WALKER, IV

This Resubdivision plat and Certificate of Resubdivision, having been

submitted and approved by the Mayor, this _____

day of _____, 20_____.

BILLY HEWES
CITY OF GULFPORT'S MAYOR

TYPE SURVEY: REDIVISION SURVEY	JOB NO.: DOLANS ADD.DWG	SURVEY BY: *Glass Land Surveying, Inc.* *10453 Pin Oak Drive* *Biloxi, Mississippi 39532* *Ph/Fax (228) 392-9004* *e-mail: glasurv@aol.com*	SURVEY FOR: *Mr. David Fayard* *ACE MOVING & STORAGE CO., INC.* 2400 34TH STREET Gulfport, Mississippi 39501 PIDN: 0810N-05-001.000
DATE OF SURVEY: 03/03/2021	REVISED:		
CHECKED BY: TLG	SCALE: 1" = 80'		
CREW CHIEF: TLG	SHEET NO: 5 OF 5		

3330 25th Ave, Gulfport, MS 395[illegible]916, Harrison County

Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	3,069	24,737	N/A
Baths	**Yr Built**	**Type**	**Sale Date**
1	1960	SVC STA	N/A

OWNER INFORMATION

Owner Name	M H S Service LLC	Tax Billing Zip	39507
Tax Billing Address	40 Cambridge Ave	Tax Billing Zip+4	4213
Tax Billing City & State	Gulfport, MS	Owner Occupied	No

LOCATION INFORMATION

Census Tract	20.00	Subdivision	Dolan Add
Carrier Route	C022	Township Range Sect	7-11-33

TAX INFORMATION

Tax Parcel Number	0810N-05-002.000	% Improved	66%
Lot	12	Tax Area	4G
Block	1		
Legal Description	S 117.2 FT OF LOTS 8 TO 11 INC B LK 1 DOLANS ADD ALSO THAT P ART OF LOT 12 LYING E OF HWY 49 BEING PART OF NW1/4 OF SE1/ 4 OF SEC 33-7-11		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	$40,052	$40,052	$40,052
Market Value - Total	$267,014	$267,014	$267,014
Market Value - Land	$91,199	$91,199	$91,199
Market Value - Improved	$175,815	$175,815	$175,815
YOY Assessed Change ($)	$0	$0	
YOY Assessed Change (%)	0%	0%	

Tax Year	Total Tax	Change ($)	Change (%)
2017	$5,418		
2018	$5,418	$0	0%
2019	$5,418	$0	0%

CHARACTERISTICS

Land Use - CoreLogic	Service Station	Building Sq Ft	3,069
Land Use - State	Service Stations-Retail	Total Rooms	2
Lot Area	24,737	# of Buildings	1
Lot Acres	0.5679	Heat Type	Forced Air
Total Baths	1	Roof Material	Built-Up
Half Baths	1	Roof Type	Truss-Joist
Year Built	1960	Floor Cover	Vinyl
Stories	1		

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Bc4	S	2,400	1999	$3,658

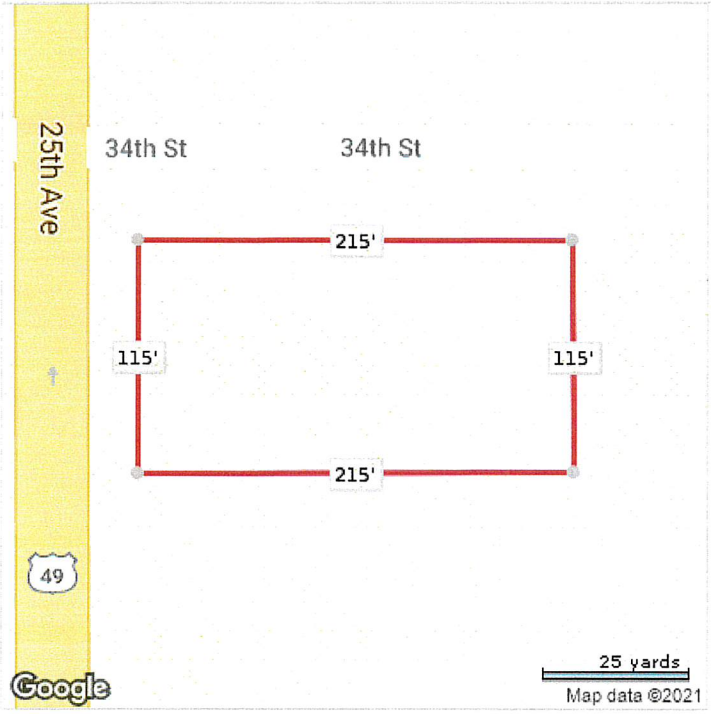
LAST MARKET SALE & SALES HISTORY

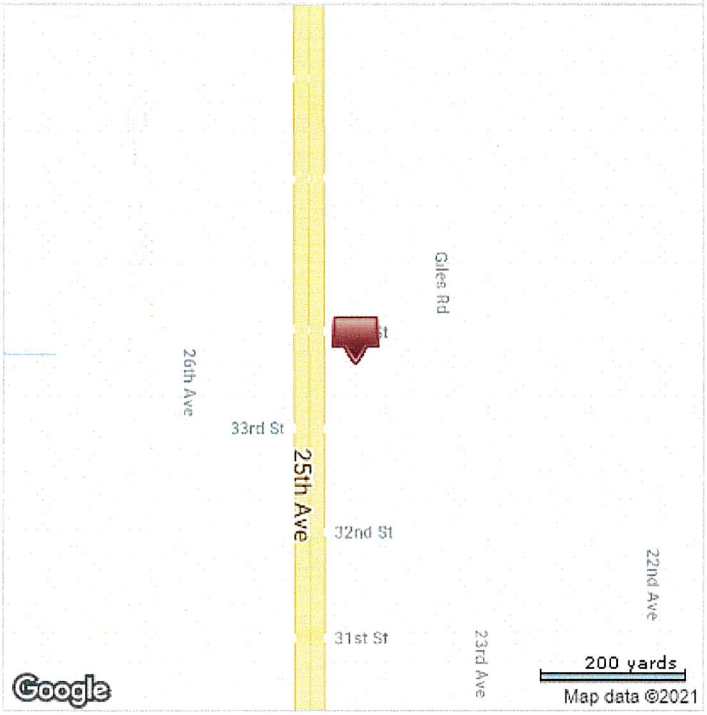
Owner Name	M H S Service LLC	Document Number	8085
Seller	Owner Record	Deed Type	Special Warranty Deed

Buyer Name	Mhs Service LLC	Milner E C Jr
Seller Name	Owner Record	Owner Record

Document Type **Special Warranty Deed** **Deed (Reg)**

PROPERTY MAP





*Lot Dimensions are Estimated

2400 34th St, Gulfport, MS 39501 09, Harrison County

Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	**26,455**	**44,880**	**N/A**
Baths	Yr Built	Type	Sale Date
1	**1955**	**MISC COM SVCS**	**N/A**

OWNER INFORMATION

Owner Name	**Ace Moving & Storage Co Inc**	Tax Billing Zip	**39501**
Tax Billing Address	**2400 34th St**	Tax Billing Zip+4	**7009**
Tax Billing City & State	**Gulfport, MS**	Owner Occupied	**Yes**

LOCATION INFORMATION

Census Tract	**18.00**	Subdivision	**Dolan Add**
Carrier Route	**C022**	Township Range Sect	**7-11-33**

TAX INFORMATION

Tax Parcel Number	**0810N-05-001.000**	% Improved	**81%**
Lot	**1**	Tax Area	**4G**
Block	**1**		
Legal Description	**LOTS 1 TO 6 & THAT PART OF LO T 7 BLK 1 DOLANS ADD SUBD LYI NG S & E OF 34TH ST PART OF N W1/4 OF SE1/4 OF SEC 33-7-11**		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	**$60,742**	**$60,742**	**$60,742**
Market Value - Total	**$404,946**	**$404,946**	**$404,946**
Market Value - Land	**$75,072**	**$75,072**	**$75,072**
Market Value - Improved	**$329,874**	**$329,874**	**$329,874**
YOY Assessed Change ($)	**$0**	**$0**	
YOY Assessed Change (%)	**0%**	**0%**	

Tax Year	Total Tax	Change ($)	Change (%)
2017	**$8,217**		
2018	**$8,217**	**$0**	**0%**
2019	**$8,217**	**$0**	**0%**

CHARACTERISTICS

Land Use - CoreLogic	**Misc Commercial Services**	Building Sq Ft	**26,455**
Land Use - State	**Other Services**	Total Rooms	**6**
Lot Area	**44,880**	# of Buildings	**2**
Lot Acres	**1.0303**	Heat Type	**Forced Air**
Total Baths	**1**	Roof Material	**Metal**
Half Baths	**1**	Roof Type	**Gable**
Year Built	**1955**	Roof Shape	**Gable**
Stories	**1**		

FEATURES

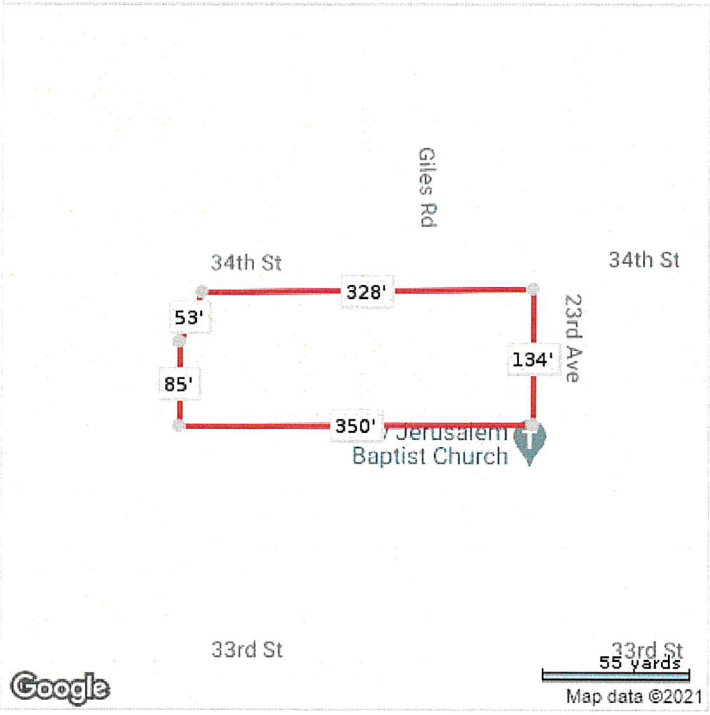
Feature Type	Unit	Size/Qty	Value
Av1	**S**	**730**	**$4,170**
Fb8	**S**	**28,000**	**$28,560**
Ay9	**S**	**532**	**$3,901**
Ay9	**S**	**360**	**$2,639**
T52			
T52			
T52			
T21			

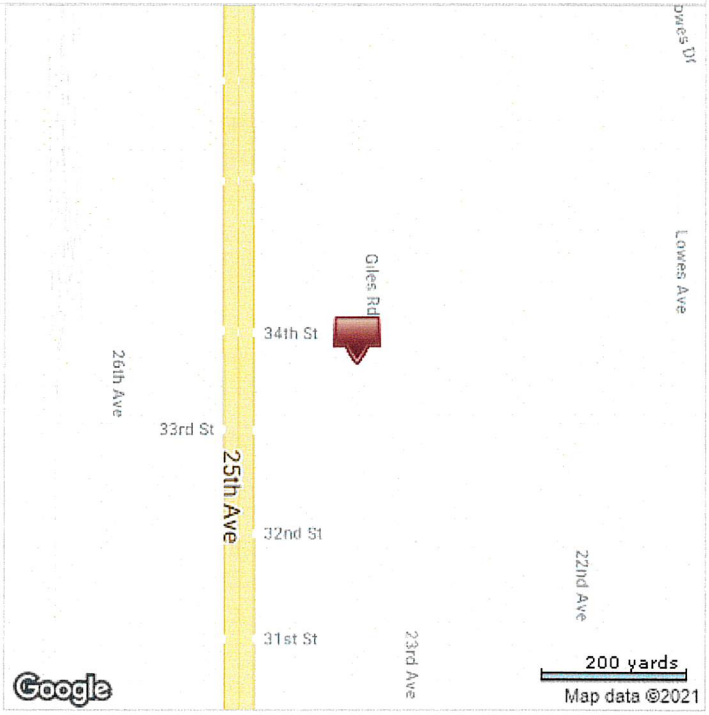
LAST MARKET SALE & SALES HISTORY

Owner Name	**Ace Mov. . Storage Co Inc**	Document Number	**1361-127**
Seller	**Owner Record**	Deed Type	**Deed (Reg)**

Buyer Name	Ace Moving & Storage Co Inc
Seller Name	**Owner Record**
Document Number	**1361-127**
Document Type	**Deed (Reg)**

PROPERTY MAP





*Lot Dimensions are Estimated

To whom it may concern, I David Fayard, do certify that there are no restrictive/protective covenants prohibiting the resubdivision of the property.

David Fayard DAVID FAYARD 3-2-2021

Signature of Owner Printed Name

STATE OF MISSISSIPPI
COUNTY OF Harrison
THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named David Fayard, who acknowledged to and before me that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed on the day and in the year therein mentioned.
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of March, 20 21

NOTARY PUBLIC

My Commission Expires: 10-8-2022

STATE OF MISSISSIPPI
BRENNON G. JOHNSON JR.
ID No 30573
Comm Expires Oct. 8, 2022
NOTARY PUBLIC
HARRISON COUNTY

Gulfport MISSISSIPPI ONE COAST

Designation of Agent

I, DAVID FAYARD (PRINT NAME), being owner of the property 0810N-05-001.000 0810N-05-002.000 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize CARL LAROSA (PRINT NAME) to act as my 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.

Signature 3-2-2021 *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2ND day of March, 2021

Notary Public 10-8-2022 *Commission Expiration*

STATE OF MISSISSIPPI
BRENNON G. JOHNSON JR.
ID No 30573
Comm Expires Oct. 8, 2022
NOTARY PUBLIC
HARRISON COUNTY

Minutes of the Directors' Meeting

MINUTES OF A MEETING OF DIRECTORS' of Ace Moving & Storage Co., Inc. (the "Corporation") held at 2400 34th Street Gulfport, MS 39501 on this 1st Day of September.

1. The following members were present, constituting the entire board:

   David M. Fayard, President
   Kathleen G. Fayard, Vice President
   Susan D. Fulton, Secretary

2. All the Directors' of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

3. UPON A MOTION DULY MADE, seconded, and unanimously carried, David M. Fayard acted as Chairperson of the meeting and Susan D. Fulton as Secretary of the meeting.

4. The following memorandum was then read and ordered to be inserted in these minutes: "We, the directors' of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below.

David M Fayard President
David M. Fayard, President

Kathleen G Fayard
Kathleen G. Fayard, Vice President

Susan D. Fulton
Susan D. Fulton, Secretary

5. Minutes of the last regular meeting were read, and upon motion duly made, seconded, and carried, were adopted as read.

6. The Chairperson presented to the meeting and thereupon the following resolutions were offered, seconded, and unanimously adopted.

IT WAS RESOLVED THAT:

1. David Fayard is authorized, empowered, and directed to sign all documents on behalf of the Corporation as President of the Corporation.

2. There being no further business to come before the meeting, the meeting was adjourned.

3. Dated in the State of Mississippi on the 1st Day of September.

Susan D. Fulton

Susan D. Fulton
Corporate Secretary

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Susan D Fulton, who acknowledged to and before me that he/she is the Secretary of Ace Moving & Storage Co., who acknowledged that for and on its behalf, he/she signed, sealed and delivered the above and foregoing Commercial Lease Agreement on the day and in the year therein mentioned, he/she having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of March, 2021.

NOTARY PUBLIC

My Commission Expires: 10-8-2022

STATE OF MISSISSIPPI
BRENNON G. JOHNSON JR.
ID No 30573
Comm Expires Oct. 8, 2022
NOTARY PUBLIC
HARRISON COUNTY

Minutes of the Directors' Meeting

MINUTES OF A MEETING OF DIRECTORS' of KSD Properties LLC (the "Corporation") held at 2400 34th Street Gulfport, MS 39501 on this 1st Day of September.

1. The following members were present, constituting the entire board:

   David M. Fayard, President
   Kathleen G. Fayard, Vice President
   Susan D. Fulton, Secretary

2. All the Directors' of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

3. UPON A MOTION DULY MADE, seconded, and unanimously carried, David M. Fayard acted as Chairperson of the meeting and Susan D. Fulton as Secretary of the meeting.

4. The following memorandum was then read and ordered to be inserted in these minutes: "We, the directors' of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below.

David M. Fayard President
David M. Fayard, President

Kathleen G Fayard
Kathleen G. Fayard, Vice President

Susan D. Fulton
Susan D. Fulton, Secretary

5. Minutes of the last regular meeting were read, and upon motion duly made, seconded, and carried, were adopted as read.

6. The Chairperson presented to the meeting and thereupon the following resolutions were offered, seconded, and unanimously adopted.

IT WAS RESOLVED THAT:

1. David Fayard is authorized, empowered, and directed to sign all documents on behalf of the Corporation as President of the Corporation.

2. There being no further business to come before the meeting, the meeting was adjourned.

3. Dated in the State of Mississippi on the 1st Day of September.

Susan D. Fulton

Susan D. Fulton
Corporate Secretary

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Susan D Fulton, who acknowledged to and before me that he/(she) is the Secretary of KSD Properties LLC, who acknowledged that for and on its behalf, he/(she) signed, sealed and delivered the above and foregoing Commercial Lease Agreement on the day and in the year therein mentioned, he/she having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of March, 2021.

NOTARY PUBLIC

My Commission Expires: 10-8-2022

STATE OF MISSISSIPPI
BRENNON G. JOHNSON JR.
ID No 30573
Comm Expires Oct. 8, 2022
NOTARY PUBLIC
HARRISON COUNTY

493

WARRANTY DEED.

STATE OF MISSISSIPPI:

COUNTY OF HARRISON ::

For and in consideration of Ten Dollars, and other good and valuable considerations, cash paid, receipt of which is hereby acknowledged, and for the further consideration, as evidenced by a note, secured by a deed of trust on the hereinafter described property, of even date hereof, I, ELDEN RAY BLACKLIDGE, do hereby sell, convey and warrant unto ACE MOVING AND STORAGE CO., INC., the property situated and being in the City of Gulfport, Harrison County, Mississippi, described as follows, to-wit:-

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block One (1) of DOLAN'S ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

Subject to the 1962 taxes to become due and payable thereon, which will be paid by the grantee herein .

The above described property is not my homestead or any part thereof .

Witness my signature, this the 12th day of January, A. D. 1962 /.

Elden Ray Blacklidge
ELDEN RAY BLACKLIDGE .

STATE OF MISSISSIPPI:
COUNTY OF HARRISON ::

Before me, the undersigned authority, in and for the above named County and State, personally appeared the within named Elden Ray Blacklidge, who acknowledged that he signed and delivered the within and foregoing instrument on the day and date therein written .

Given under my hand and seal of office, this the 12 day of January, A. D. 1962 .

D O Simmons
NOTARY PUBLIC .
My commission expires 3/27/62

HARRISON COUNTY, MISS. NOTARY PUBLIC

Filing .05
300 words .15
Certificate .50
Indexing .05
.75

COMMERCIAL PRINTING CO. FORM 118 SM

STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 10:11 o'clock A M. on the 7th day of Mar, 1962 and recorded Mar 8th, 1962

C. J. Darby, Clerk,

By Nell Stratakos, D. C.

1st Judicial District
Instrument 2020 10535 D -J1
Filed/Recorded 8/18/2020 04:42 P
Total Fees $ 26.00
3 Pages Recorded

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 201256

Index as follows:
Lot 8-12, Less N 47.8' Blk 1, Dolan's Addition, Harrison County, 1st JD, MS, Less Pt to Hwy

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 all of which is hereby acknowledged, the undersigned,

M.H.S. SERVICE, LLC
A Mississippi Limited Liability Company
40 CAMBRIDGE AVENUE
GULFPORT, MS 39507
(504) 296-3345

does hereby sell, convey and warrant unto

KSD PROPERTIES, LLC
A Mississippi Limited Liability Company
113 NORTH BURKE AVENUE
LONG BEACH, MS 39560
(228) 864-6223

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

> **Lots Eight to Twelve (8-12) inclusive of Block One (1) of DOLAN ADDITION to the City of Gulfport, as per the official Map or Plat of said Addition on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi; less the North 47.8 feet more or less of Block One (1) of DOLAN ADDITION as recorded in Deed Book 404, Page 367 of the Land Deed Records in the First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT any part of above described property sold to MS Transportation Commission.**

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

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

Grantee herein.

IN WITNESS WHEREOF, **M.H.S. SERVICE, LLC** has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 13th day of August, 2020.

MHS SERVICE, LLC

BY: Sarah Phyllis M. Hines
SARAH PHYLLIS M. HINES, Member/Manager

BY: Mildred M. Smith
MILDRED M. SMITH, Member/Manager

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **SARAH PHYLLIS M. HINES and MILDRED M. SMITH**, who acknowledge that they are the **Members/Managers** of **M.H.S. SERVICE, LLC, A Mississippi Limited Liability Company**, and as its act and deed, they 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 13th day of August, 2020.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 32174 CELESTE PAIGE Commission Expires March 22, 2023 HARRISON COUNTY

Celeste Paige
NOTARY PUBLIC

My Commission Expires:

_____

MINUTES OF SPECIAL MEETING OF M.H.S. SERVICE, LLC

Be it resolved that M.H.S. SERVICE, LLC, had a meeting of its members on the 11th day of August, 2020, in Gulfport, Mississippi, and after discussion and a unanimous vote the following resolution was adopted:

THAT SARAH PHYLLIS M. HINES, AS MANAGER/MEMBER OF THE COMPANY IS HEREBY EMPOWERED TO ACT ON BEHALF OF THE COMPANY TO SIGN WARRANTY DEEDS, AFFIDAVITS, CLOSING DISCLOSURES, HUD-1 SETTLEMENT STATEMENTS AND ANY OTHER NECESSARY DOCUMENTS IN CONNECTION WITH SALES.

Resolved this the 11th day of August, 2020.

Mary Lyle Land Milner

MARY LYLE LAND MILNER, Member

Sarah Phyllis M. Hines

SARAH PHYLLIS M. HINES, Member/Manager

Mildred M. Smith

MILDRED M. SMITH, Member/Manager

ATTEST:

RE: Resubdivision 2104PC072, by agent Carl LaRosa, tax parcels 0810N-05-002.000 and 0810N-05-001.000, Divide into 2 parcels, 3330 25th Ave and 2400 34th St, Zoned I-1 (Light industry), Ward 3

To Applicants and Adjacent Property Owners:

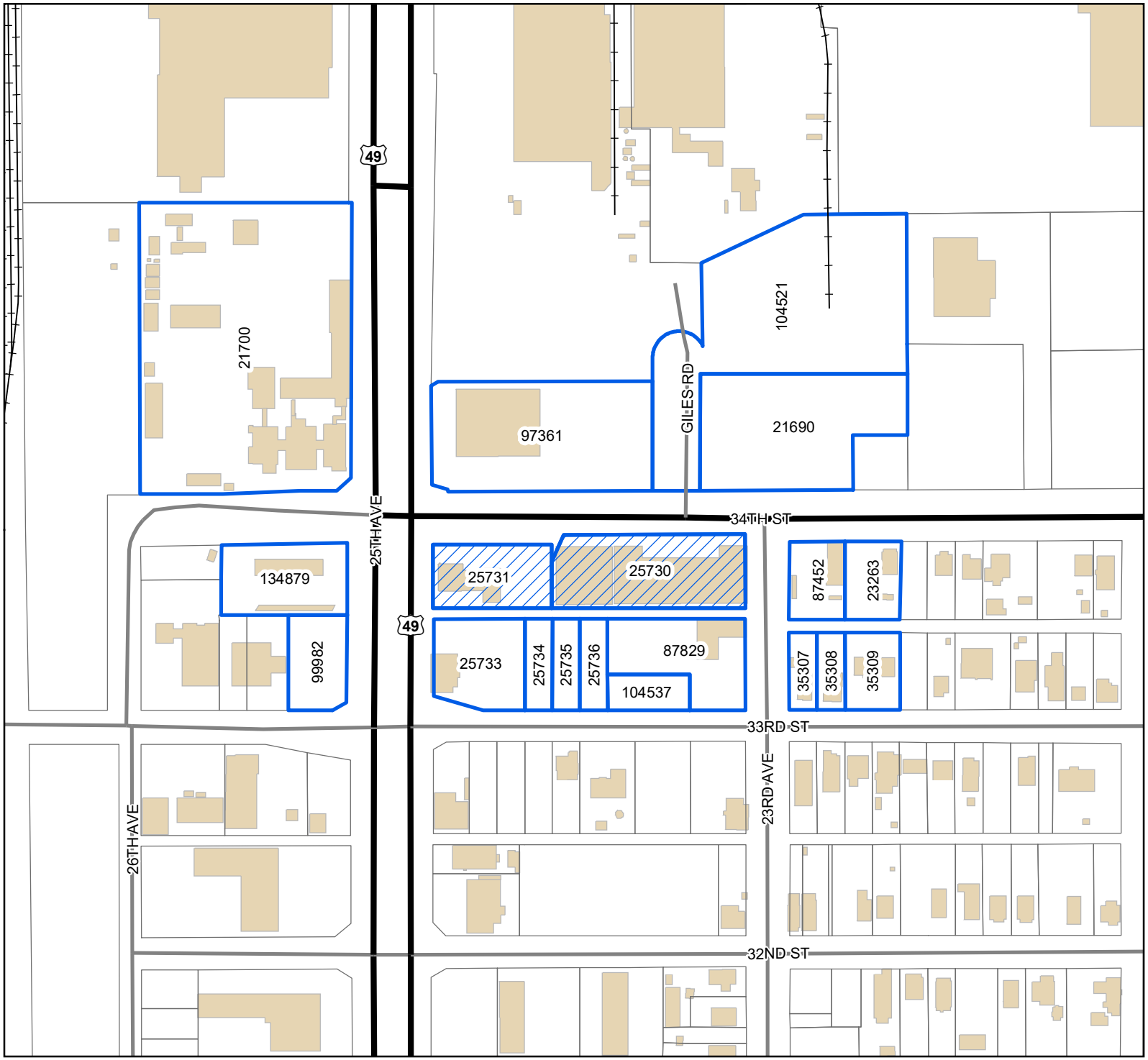
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, April 22, 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			KSD PROPERTIES LLC (OWNER)	3330 25TH AVENUE	GULFPORT	MS	39501
Y			CARL LAROSA (AGENT)	9153 LORRAINE ROAD	GULFPORT	MS	39503
			Adjacent Property Owners				
	25734	0810N-05-008.000	ACE MOVING & STORAGE CO INC	2400 34TH ST	GULFPORT	MS	39501
N	25730	0810N-05-001.000	ACE MOVING & STORAGE CO INC	2400 34TH ST	GULFPORT	MS	39501
	21700	0810K-02-008.000	AMERICAN SECURITY INTEGRATORS ETAL	P O BOX 1716	ORANGE	TX	77631
	35307	0810N-01-109.000	BARNETT TREMAYNE & BARNES TERRE	2248 33RD ST	GULFPORT	MS	39501
	35308	0810N-01-108.000	COOK ROBERT B & WF	2207 33RD ST	GULFPORT	MS	39501
	97361	0810K-01-005.001	GULF SOUTH HOSPITALITY INC	57 SHORELINE LN	GULFPORT	MS	39503
	104521	0810K-01-005.002	H & H ENTERPRISES LLC	10356 SHORECREST RD	BILOXI	MS	39532
N	23263	0810N-01-111.000	HARRIEN L B	2232 33RD ST	GULFPORT	MS	39501
	35309	0810N-01-107.000	HARRIEN L B & PATRICIA	2232 33RD ST	GULFPORT	MS	39501
	25731	0810N-05-002.000	KSD PROPERTIES LLC	113 NORTH BURKE AVE	LONG BEACH	MS	39560
	104537	0810N-05-011.001	NEW JERUSALEM BAPTIST CHURCH	3302 23RD AVE	GULFPORT	MS	39501
N	25736	0810N-05-010.000	NEW JERUSALEM BAPTIST CHURCH	3302 23RD AVE	GULFPORT	MS	39501
N	87829	0810N-05-011.000	NEW JERUSALEM BAPTIST CHURCH	3302 23RD AVE	GULFPORT	MS	39501
	25733	0810N-05-007.000	NFC PROPERTIES LLC	9140 CANAL RD	GULFPORT	MS	39503
	134879	0810N-05-005.001	O'LANUBIK LLC	4300 B WEST RR ST	GULFPORT	MS	39501
	99982	0810N-05-006.002	OLD DOC PROPERTIES LLC	4300-B WEST RAILROAD STREET	GULFPORT	MS	39501
	87452	0810N-01-110.000	PARMLEY RON IRREVOCABLE LIV TRUST	2221 34TH ST	GULFPORT	MS	39501
	25735	0810N-05-009.000	PITTMAN ROSE	12464 FOX FORREST DR	GULFPORT	MS	39503
	21690	0810K-01-006.000	SMITH FLOYD J	P O BOX 2009	GULFPORT	MS	39505

2104PC072

Resubdivision



Site
Adjacent Properties
US or State Highway
Street
Railroad
Buildings

0 40 80 120
Yards

1 inch = 250 feet

N
W E
S

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

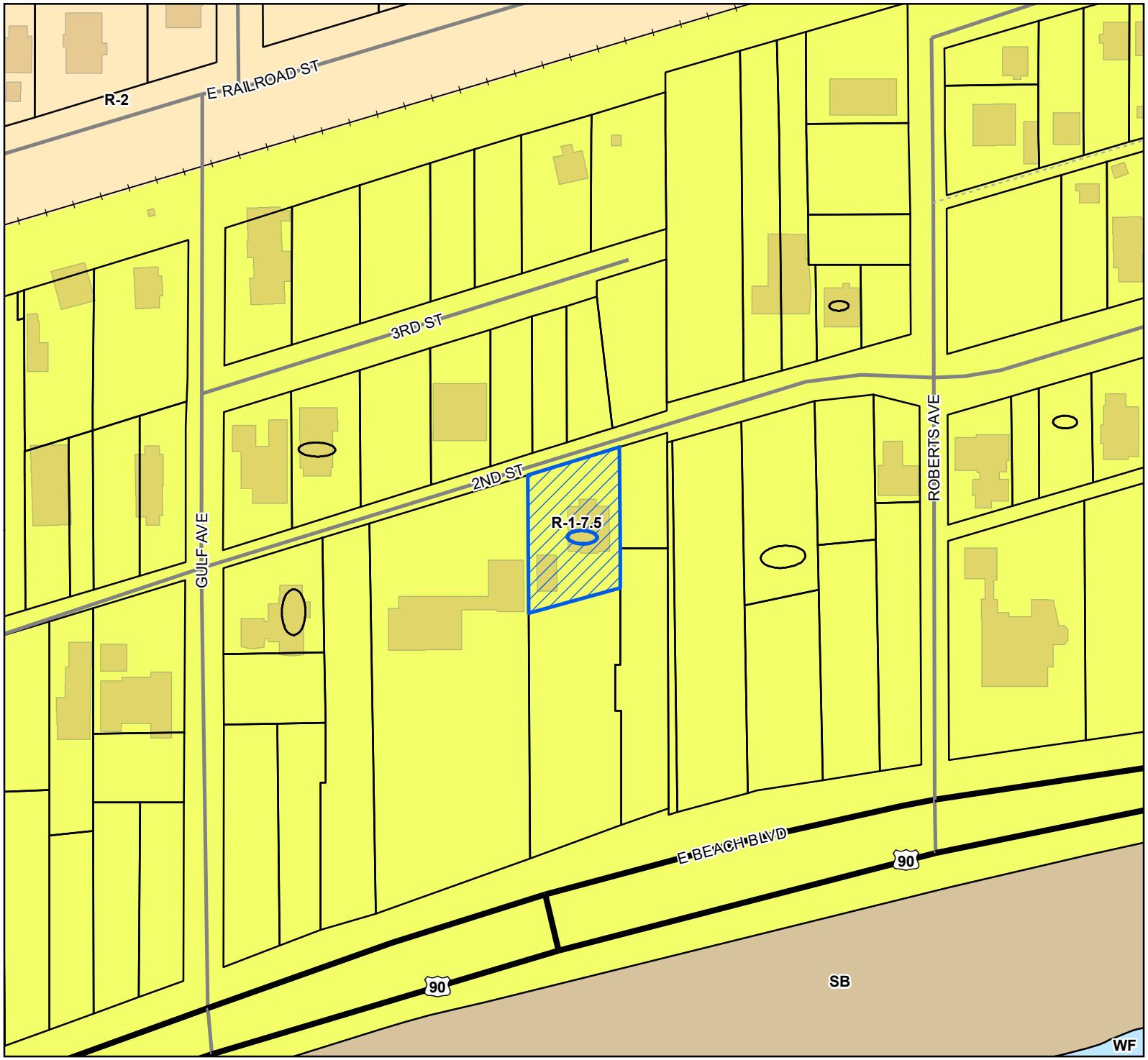
Date of Hearing: April 22, 2021

Re: **Planning Commission Approval 2104PC073:**

Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

2104PC073

Planning Commission Approval



Site
US or State Highway
Street
Alley
Railroad
Parcels
Buildings

Zoning

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

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

SB - Sand Beach

WF - Water Front

Site Information

0911E-01-035.000
Zoning: R-1-7.5 (Single-family)
Size: 14,755 sq ft
Flood: AE

0 25 50 75
Yards

1 inch = 150 feet

N W E S

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.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: SARAH E WALSH, JOHN R Walsh Jr.

Address: 715 2ND St. GPT 39501

Phone: (Home) 317-695-3892 (Work/Cell) 317-509-1333

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: ONE COAST, LLS

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: 9-5

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: NO

Describe size of vehicle making deliveries: NO

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

NO, client appointments on home Sites

Specify number and frequency of visits by clients and customers: NONE

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

Is special equipment required in production? N/A

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

Are sales made from the premises? NO

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: SALES MADE @ TITLE CO. OFFICES

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: Sarah E Walsh John R. Walsh Jr

Signature: Sarah E Walsh J R Walsh

Date: 3.1.21 3.1.21

City of Gulfport

Urban Development – Planning Division

Application for Planning Commission Approval

For A Home Occupation

Tax Parcel 0911E-01-035.000

715 2nd St

Gulfport, MS 39501

Owners: John R Walsh and Sarah E Walsh

Supplemental Application dated 3/1/2021:

We are requesting planning commission approval for a home occupation to operate our real estate brokerage, One Coast, LLC. The owners, members, managers and licensees of One Coast, LLC are John R Walsh and Sarah E Walsh, co-property owners who reside in their property at 715 2nd St, Gulfport, MS 39501. We will be conducting business by telephone and computer from our residence home office. We meet with clients outside of our home office by appointment at the properties they are looking to sell or purchase. Closings are held at local title attorney offices.

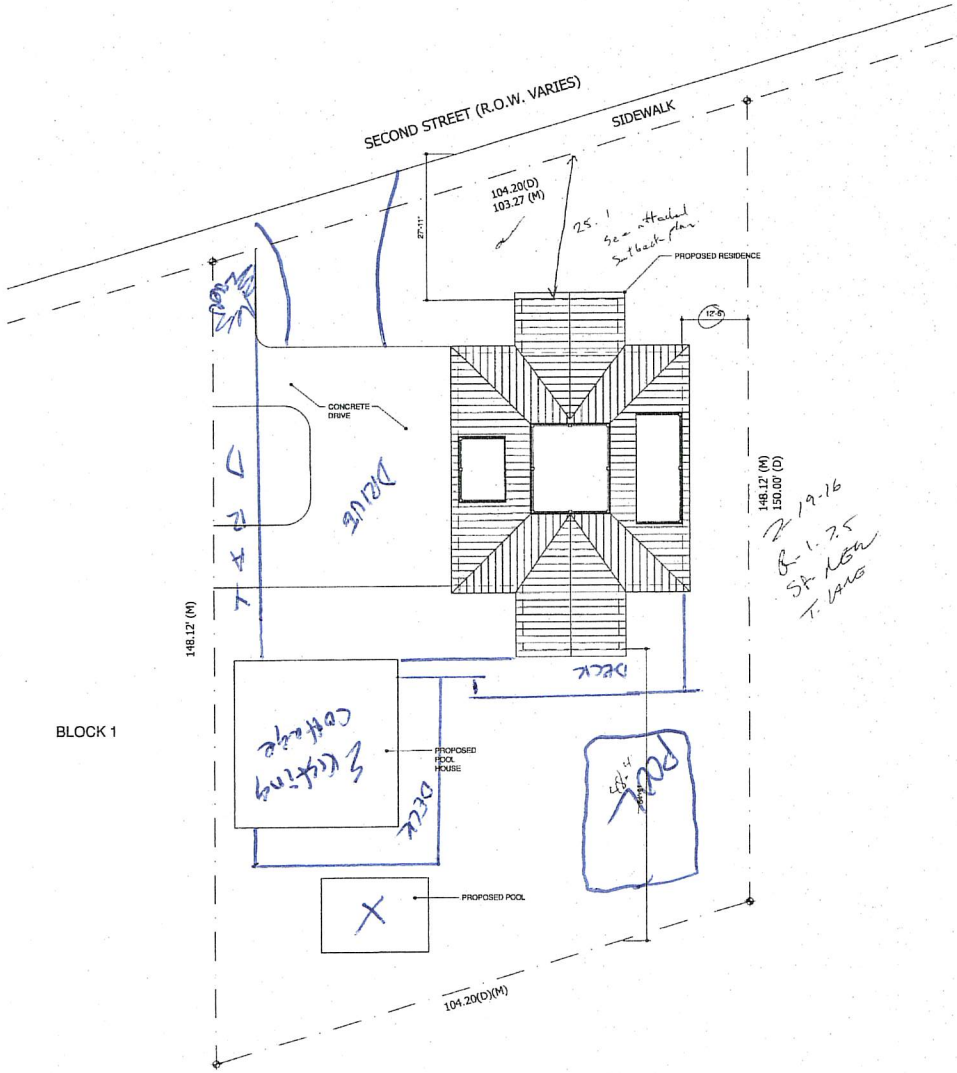
The attached site plan shows appropriate transportation access and parking in the garage and driveway of the 715 2nd St residence. The City of Gulfport provides water supply and sewer/waste disposal, fire and police protection. The nature of our business does not require regular hours of operation, visits from customers/clients or delivery of goods or services to the residence. There is no manufacturing, production or sale taking place at the 715 2nd St residence that would cause undue traffic congestion or create a traffic hazard. There are no protective covenants prohibiting a home occupation at the proposed location. This proposal for a home occupation is similar to other home based businesses and real estate brokerages currently operating in the neighborhood and on 2nd St. The proposal is in harmony with the orderly and appropriate development of the district in which the use is located.

Thank you for your consideration.

Sincerely,

Sarah Walsh

Sarah E Walsh John R Walsh



1 PROPOSED SITE PLAN(FOR REFERENCE ONLY)
SCALE 3/32"=1'-0"

715 2ND STREET
GRASS LAWN ADDITION
GULFPORT, MISSISSIPPI
PARCEL #0911E-01-035.000

ELECTRICAL/MECHANICAL NOTES:

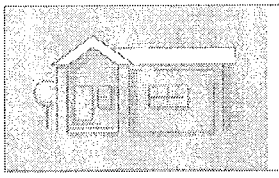
INTEGRITY residential designs

SITE PLAN

DATE: 01/27/2016
PROJ NO: 2015-04

S100

715 2nd St, Gulfport, MS 3950[illegible]204, Harrison County



Beds	Bldg Sq Ft	Lot Sq Ft	MLS Sale Price
N/A	**2,947**	**15,600**	**$65,000**
Baths	**Yr Built**	**Type**	**MLS Sale Date**
3	**2017**	**TAX ABTMNT**	**06/01/2015**

OWNER INFORMATION

Owner Name	**Walsh John R Jr**	Tax Billing Zip	**39501**
Owner Name 2	**Walsh Sarah E**	Tax Billing Zip+4	**2204**
Tax Billing Address	**715 2nd St**	Owner Occupied	**Yes**
Tax Billing City & State	**Gulfport, MS**		

LOCATION INFORMATION

Census Tract	**14.00**	Subdivision	**Grasslawn**
Carrier Route	**C009**	Township Range Sect	**8-11-2**

TAX INFORMATION

Tax Parcel Number	**0911E-01-035.000**	Exemption(s)	**Homestead**
Lot	**2**	Tax Area	**2G**
Block	**1**		
Legal Description	**N 150 FT OF LOTS 2 & 3 BLK 1 GR ASSLAWN**		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Assessed Value - Total	**$8,320**	**$12,480**	**$12,480**
Market Value - Total	**$83,200**	**$83,200**	**$83,200**
Market Value - Land	**$83,200**	**$83,200**	**$83,200**
YOY Assessed Change ($)	**-$4,160**	**$0**	
YOY Assessed Change (%)	**-33.33%**	**0%**	

Tax Year	Total Tax	Change ($)	Change (%)
2017	**$1,688**		
2018	**$1,688**	**$0**	**0%**
2019	**$825**	**-$863**	**-51.1%**

CHARACTERISTICS

Land Use - CoreLogic	**Tax Abatement**	Cooling Type	**Yes**
Land Use - State	**Abatement**	Heat Type	**Forced Air**
Lot Area	**15,600**	Roof Material	**Metal**
Lot Acres	**0.3581**	Roof Type	**Hip**
Total Baths	**3**	Roof Shape	**Hip**
Full Baths	**2**	Floor Cover	**Hardwood**
Half Baths	**1**	Patio Type	**Patio**
Year Built	**2017**	Patio/Deck 1 Area	**1,240**
Building Sq Ft	**2,947**	No. of Patios	**1**
# of Buildings	**1**		

FEATURES

Feature Type	Unit	Size/Qty
Bd2	**S**	**292**
Bb6	**S**	**1,240**

LISTING INFORMATION

MLS Listing Number	**288407**	Pending Date	**06/01/2015**
MLS Status	**Closed**	Closing Date	**06/01/2015**
MLS D.O.M	**39**	Closing Price	**$65,000**
MLS Status Change Date	**06/04/2015**	MLS List. Agent Name	**Mgc.sawyja-Jane Anne Sawyer**

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

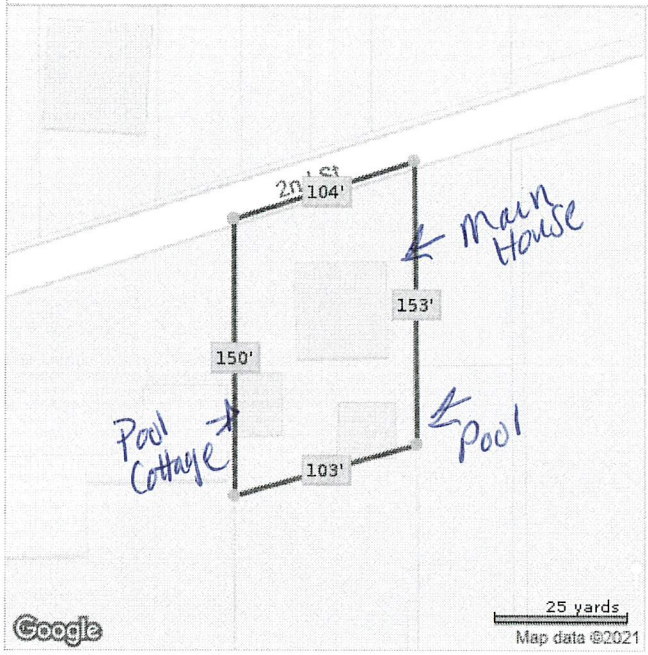
MLS Listing Date	04/24	MLS List. Broker Name	SAWYER REAL ESTATE, INC. OF MS.
MLS Current List Price	$75,000	MLS Selling Agent Name	Mgc.sawyja-Jane Anne Sawyer
MLS Orig. List Price	$75,000	MLS Selling Broker Name	SAWYER REAL ESTATE, INC. OF MS.

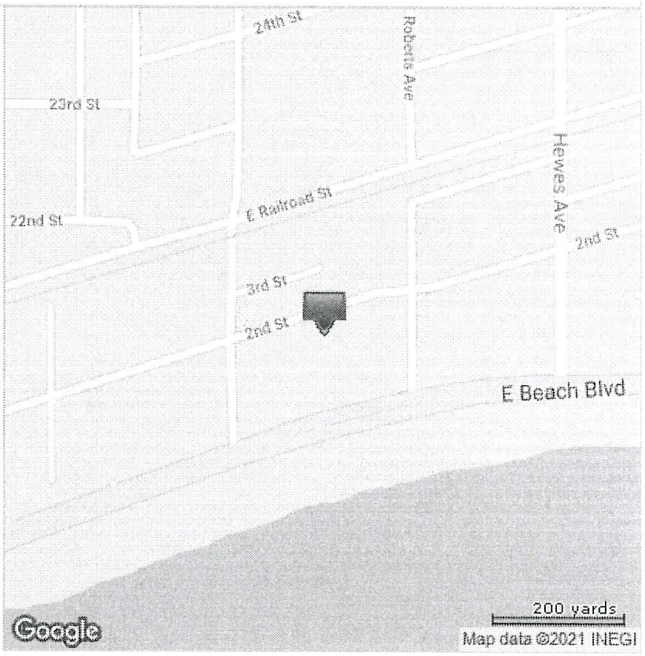
LAST MARKET SALE & SALES HISTORY

Settle Date	MLS: 06/01/2015	Seller	Owner Record
Owner Name	Walsh John R Jr	Document Number	36870D0J1
Owner Name 2	Walsh Sarah E	Deed Type	Deed (Reg)

Buyer Name	Walsh John R Jr & Sarah E	Bethea Mack A	Bethea Melinda P
Seller Name	Owner Record	Owner Record	Owner Record
Document Number	36870D0J1	1540D0J1	1241-370
Document Type	Deed (Reg)	Deed (Reg)	Deed (Reg)

PROPERTY MAP

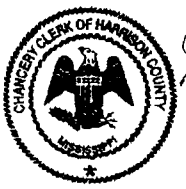




*Lot Dimensions are Estimated

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

SCANNED



1st Judicial District
Instrument 2017 3687 D – J1
Filed/Recorded 6/ 9/2017 04:13 P
Total Fees $ 13.00
2 Pages Recorded

RECORDING INSTRUCTIONS: Exempt

This instrument prepared by and return to:
Joel Blackledge
Blackledge Law Firm, PA
PO Box 8155
Gulfport, MS 39506
(228) 669-6254

REVIEWED

STATE OF MISSISSIPPI
COUNTY OF HARRISON

QUITCLAIM 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,

John R. Walsh, Jr.
715 2nd Street
Gulfport, MS 39501
(317) 509-1333

does hereby sell, convey and quitclaim unto

John R. Walsh, Jr. and Sarah E. Walsh
715 2nd Street
Gulfport, MS 39501
(317) 509-1333

as joint tenants with full rights of survivorship and not as tenants in common, the following described land and properties being located in Harrison County, State of Mississippi, being more particularly described as follows, to-wit:

North One Hundred-fifty (150) feet of Lots Two (2) and Three (3), Block One (1), Grasslawn Subdivision, a subdivision as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 67 (Copy Book 2 at Page 114) thereof, reference to which is hereby made in aid of and as a part of this description.

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

WITNESS MY SIGNATURE, on this the 6.7.17 day of May, 2017.

John R. Walsh, Jr.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of ~~May~~ June, 2017, within my jurisdiction, the within named John R. Walsh, Jr. who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 109067
LISA JENSEN
Commission Expires
May 26, 2018
HARRISON COUNTY

PERMITS/INSP PAYMENT RECPT#: 10548930
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/02/21 TIME: 14:27
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
8034
REFERENCE:

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

2104PC073

Planning Commisison Approval

Legend

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

0 30 60 90
Yards

1 inch = 200 feet

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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	27389	0911E-01-035.000	WALSH JOHN R JR & SARAH E	715 2ND ST	GULFPORT	MS	39501
n			**Adjacent Property Owners**				
	32110	0911E-01-042.000	ANDERSON PRISCILLA ANNE	27 53RD STREET	GULFPORT	MS	39507
	27421	0911E-01-026.000	BARRETT PETER H & FAY N	730 2ND ST	GULFPORT	MS	39501
n	27429	0911E-01-019.000	BARRETT PETER H & FAY N	730 2ND ST	GULFPORT	MS	39501
	32118	0911E-01-016.000	BLACK DWANE A & JULIE	716 2ND ST	GULFPORT	MS	39501
	27417	0911E-01-030.000	CARTER MILLARD F III -TRUSTEE-	11525 BRIARSTONE PL	GULFPORT	MS	39503
	32107	0911E-01-043.000	GREEN TERRY W	P O BOX 1600	GULFPORT	MS	39502
	27390	0911E-01-039.000	GULFPORT CITY OF	720 E BEACH BLVD	GULFPORT	MS	39501
	27386	0911E-01-041.000	KNIGHT ELIZABETH ANDERSON	1200 MEADOWBROOK	JACKSON	MS	39206
	27387	0911E-01-034.000	MATHISEN DONALD S & KAREN J	1406 R J LANE	UNION	KY	41091
	32109	0911E-01-033.000	MCDONNELL DOUGLAS M & JANE H	711 2ND STREET	GULFPORT	MS	39501
n	146225	0911E-01-033.001	MCDONNELL DOUGLAS M & JANE H	711 2ND STREET	GULFPORT	MS	39501
	27388	0911E-01-040.000	MCINTYRE EDMOND H III & DEBRA T	3 SANCTUARY LANE	METAIRIE	LA	70006
	27430	0911E-01-020.000	MCLEOD ROBERT WESLEY	2316 UNIVERSITY BLVD SUITE 201	TUSCALOOSA	AL	35401
n	27422	0911E-01-025.000	MCLEOD ROBERT WESLEY	2316 UNIVERSITY BLVD SUITE 201	TUSCALOOSA	AL	35401
n	32108	0911E-01-042.001	STATE 9/16/40				0
	77081	0911E-01-017.000	STOWELL SCOTT C	2020 DAUPHINE ST	NEW ORLEANS	LA	70116
n	100126	0911E-01-017.001	STOWELL SCOTT C	2020 DAUPHINE ST	NEW ORLEANS	LA	70116
n	27428	0911E-01-018.000	STOWELL SCOTT C	2020 DAUPHINE ST	NEW ORLEANS	LA	70116
n	27419	0911E-01-028.000	STOWELL SCOTT C	2020 DAUPHINE STREET	NEW ORLEANS	LA	70116
n	27418	0911E-01-029.000	STOWELL SCOTT C	2020 DAUPHINE ST	NEW ORLEANS	LA	70116
n	27420	0911E-01-027.000	STOWELL SCOTT C	2020 DAUPHINE ST	NEW ORLEANS	LA	70116
	32117	0911E-01-015.000	VALENTINE RANDALL & TRESSA DAWN	712 2ND ST	GULFPORT	MS	39501
	144211	0911E-01-035.001	WALSH JOHN R JR & SARAH E	715 2ND ST	GULFPORT	MS	39501

RE: Planning Commission Approval 2104PC073, by owners Sarah & John Walsh, tax parcel 0911E-01-035.000, Request home occupation for real estate business, 715 2nd St, Zoned R-1-7.5 (Single-family), 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, April 22, 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, April 22, 2021.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

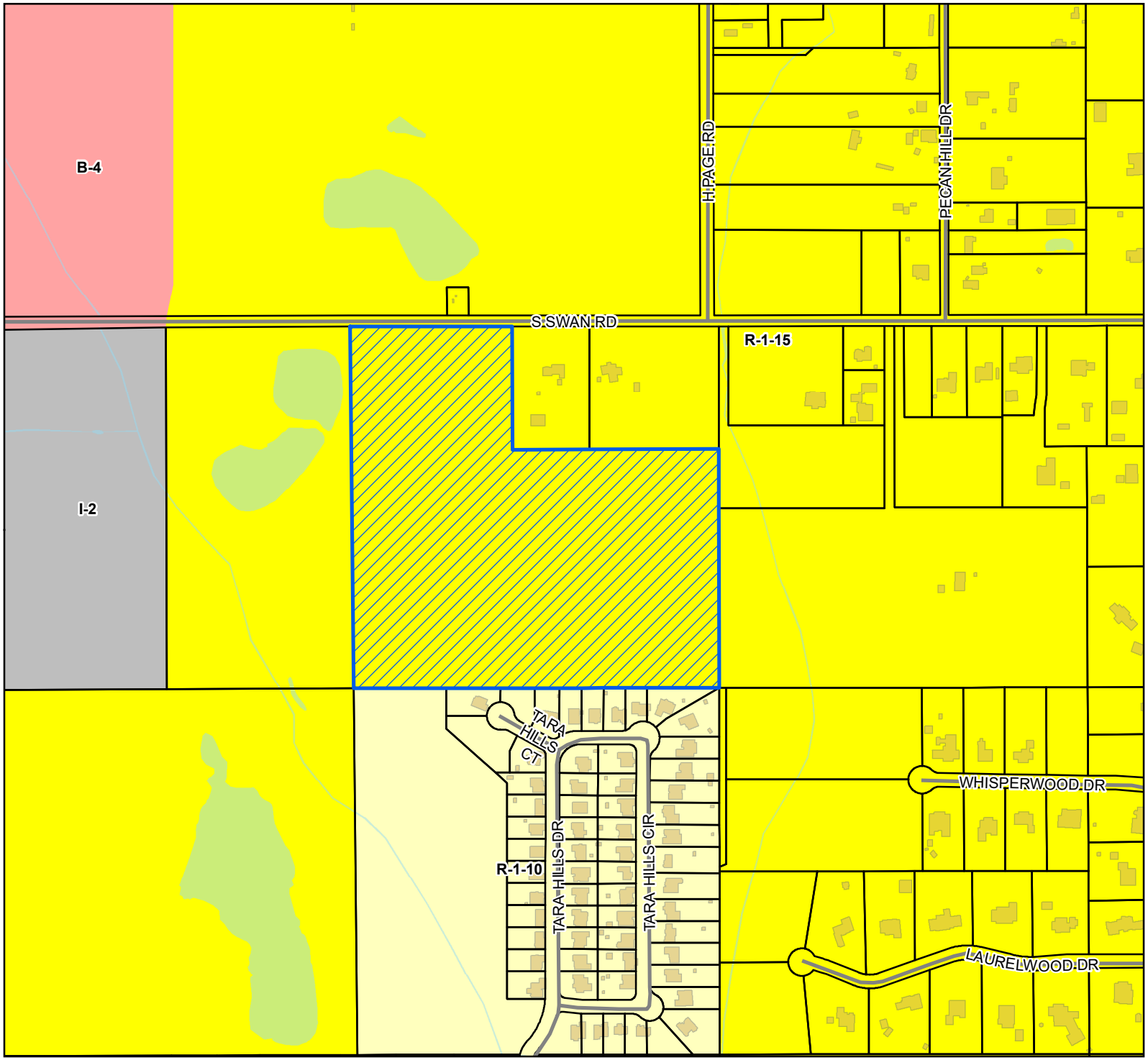
Date of Hearing: April 22, 2021

Re: **<u>Zoning Map Amendment 2104PC074:</u>**

Zoning Map Amendment 2104PC074, by agent Lawrence C. Rumsey, tax parcel 0807F-01-004.000, Request to rezone from R-1-15 (Single-family) to R-1-10 (Single-family), 15221 South Swan Rd, Ward 7

2104PC074

Zoning Map Amendment



Site
Street
Parcels
Buildings
Water Features

Zoning

B-4 - Highway Business District
I-2 - Heavy Industry District
R-1-10 - Single Family Residence (Low Density)
R-1-15 - Single Family Residence District (Low Density)

Site Information

0807F-01-004.000
Zoning: R-1-15 Single-family)
Size: 32 acres
Flood: X

0 80 160 240
Yards

1 inch = 500 feet

N W E S

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REQUEST FOR AMENDMENT TO COMPREHENSIVE ZONING ORDINANCE

The applicant for this zoning amendment is Kirk Ladner , 18226 Hwy 53, Harrison County, MS 39566. Mr. Ladner is the sole owner of the property located at 15221 S. Swan Road, Parcel ID No. 0807F-01-004.000.

Mr. Ladner's interest in this property is to develop it into R1-10 single family residential lots to address the needs for families moving to the Gulf Coast that are looking for property this size and value to fit their financial situations.

We have provided as an attachment a list of all adjacent property owners as taken from the Tax Assessor's online map.

Once the rezoning request is approved, Mr. Ladner estimates that the completion of the development of the property will take approximately 12 to 15 months. This includes surveying, design, review and approval process, construction and final approval. Mr. Ladner , at this time, plans to develop the property in one phase.

Once the rezoning request is approved, it is not anticipated that any adverse affect would be realized to any properties in the area. Already there are ten developments of land (1005 lots) within a two mile radius of the property in question that have been developed into R1 or R1-10 equivalent single family units. Rezoning of the property would not affect adjoining properties as they would still be zoned R1-15 and can develop into the 15,000 square foot parcels, or larger, as required by that zoning and can co-exist as neighbors with parcels of a smaller size.

This request for an amendment to the Comprehensive Zoning Ordinance is not intended to correct an error in the original zoning.

RELEVANT DATA TO BE CONSIDERED FOR THE REZONING REQUEST

OWNER OF PROPERTY: Kirk Ladner

LOCATION OF PROPERTY:
15221 S. Swan Road; Approximately 4 miles north of I-10, 0.6 miles east of Highway 49, and 0.5 miles south of Highway 53

ACREAGE: 32 Acres

EXISTING ZONING: R1-15

NEIGHBORING DEVELOPMENTS:
Tara Hills Subdivision, Harrison Co. -Zoning R1
N. Swan Subdivision, Harrison Co.- Zoning R1
Crown Hill Subdivision, Harrison Co.- Zoning R1
Thorton Hill Subdivision, Harrison Co.- Zoning R1
Hatten Farms Subdivision, Harrison Co.- Zoning MPC (Master Planned Community)
Huntington Subdivision, Harrison Co.- Zoning R1
Hunters Chase Subdivision, Harrison Co.- Zoning R1
Swan Lake Subdivision, Harrison Co.- Zoning R1
S. Fork and N. Fork Subdivisions, Harrison Co.- Zoning R1
Tara Hills Subdivision, Gulfport- Zoning R1-10
S. Swan Country Estates, Gulfport- Zoning R1

These developments represent a total of 1095 residential lots, more or less, within two miles of the subject property with all but one development zoned as R1 or R1-10.

EXISTING UTILITIES:
Water and sewer willl be provided by the City of Gulfport. Every lot will have individual water and sewer service provided.

SALES OF R1-10 or EQUIVALENT LOTS:
According to MLS real estate data, there have been 197 sales of R1 or R1-10 or equivalent size lots as compared to 28 R1-15 or larger lots since 2019 in Gulfport and Harrison Co. This is a ratio of 6 to 1.

PRICE POINT OF R1 or R1-10 HOMES
According to MLS real estate data the range of prices of R1 or R1-10 homes in the Gulfport and surrounding Harrison Co. area is $135,000 to $195,000.

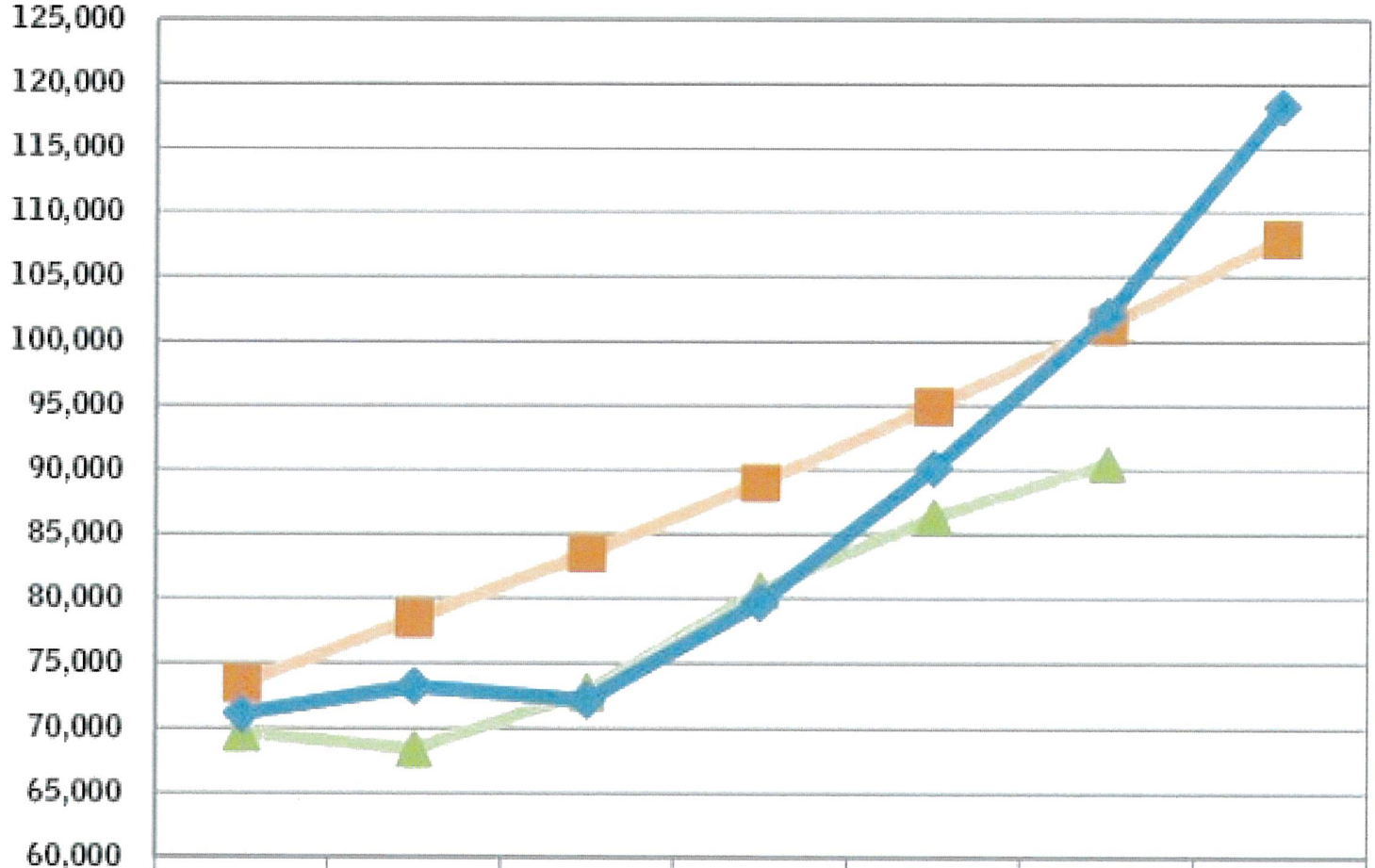
REASONS FOR REZONING REQUEST

It is the intent of the applicant to demonstrably show that the character of the neighborhood has changed since the original zoning and that based on the nature of Coast real estate activity over the past several years that there is a *public need* for the rezoning of this property.

MEDIAN INCOME OF HOME BUYERS:
In order to qualify for a 30 year mortgage at these price points a family must have a median income of $65K to $70K.

PROJECTED POPULATION:
Figure 3.4 of the City of Gulfport's Comprehensive Plan indicates a population growth between 2020 and 2030 to be approximately 28,000 people. According to the Plan, the largest share of anticipated growth will be North of I-10 and in Harrison County North of Gulfport due in part to projected major investments in the Port of Gulfport, Stennis and Keesler AFB. At an average of 3.2 people per family, this equates to an additional need of 8,750 homes.

Figure 3.4. Population Projections, 2000-2030



	2000	2005	2010	2015	2020	2025	2030
MDEQ (2006)	69,586	68,408	72,780	80,621	86,330	90,502	
GRPC (2007)	73,448	78,440	83,505	89,039	94,939	101,230	107,938
Census/City (2009)	71,127	73,230	72,172	79,684	90,155	102,002	118,249

Source: MDEQ 2006 Gulf Region Water and Wastewater Plan (2006); GRPC Traffic Analysis Zone Projections (2007); Census/City 2009 projections based on U.S. Census Bureau, 2008 Population Estimates and 20-year projections prepared by HDR Inc. for the City of Gulfport.

LIST OF ADJACENT PROPERTY OWNERS

1. Timothy Jr. and Jenee Daigle, 15361 S. Swan Road, Gulfport, MS 39503
2. Kirk Ladner, 15201 S. Swan Road, Gulfport, MS 39503
3. Eddie Miles, 15175 S. Swan Road, Gulfport, MS 39503
4. Cheryl High, 15001 S. Swan Road, Gulfport, MS 39503
5. Cheryl High, Etal, 15001 S. Swan Road, Gulfport, MS 39503
6. Larry Benefield, 0 Tara Hills Drive, Gulfport, MS 39503
7. Robert Johnson, 13686 Tara Hills Court, Gulfport, MS 39503
8. Raymond and Shavon Collins, 13658 Tara Hills Court, Gulfport, MS 39503
9. Randolph and Angela Saunders, 13706 Tara Hills Court, Gulfport, MS 39503
10. Leo and Sandra Schmitt, 13698 Tara Hills Court, Gulfport, MS 39503
11. Jaqueline Boyda, 13690 Tara Hills Court, Gulfport, MS 39503
12. Ernest and Loria Zeeck, 13688 Tara Hills Court, Gulfport, MS 39503
13. Jonathan Carter, 13684 Tara Hills Court, Gulfport, MS 39503
14. Richard Daymont, 15106 S. Swan road, Gulfport, MS 39503
15. Day Drug Co., 0 S. Swan Road, Gulfport, MS 39502
16. City of Gulfport, 15230 S. Swan Road, Gulfport, MS 39502

ACTING AGENT AUTHORIZATION FORM

I AUTHORIZE THE PERSON LISTED BELOW TO ACT AS MY AGENT IN ALL MATTERS REGARDING THE PROPOSED ZONING AMENDMENT FOR THE PROJECT AS DESCRIBED BELOW:

Name : Lawrence C. Rumsey

Location of Project: 15221 S. Swan Road, Gulfport, MS 39530

Address: 910 Howard Ave.

Biloxi, MS 39530

Phone No: 228-432-9344

Applicant Name: Kirk Ladner

_____

Before me, the undersigned authority in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned, Kirk Ladner, who acknowledged that he signed and delivered the foregoing acting agent authorization form on the day and year therein mentioned.

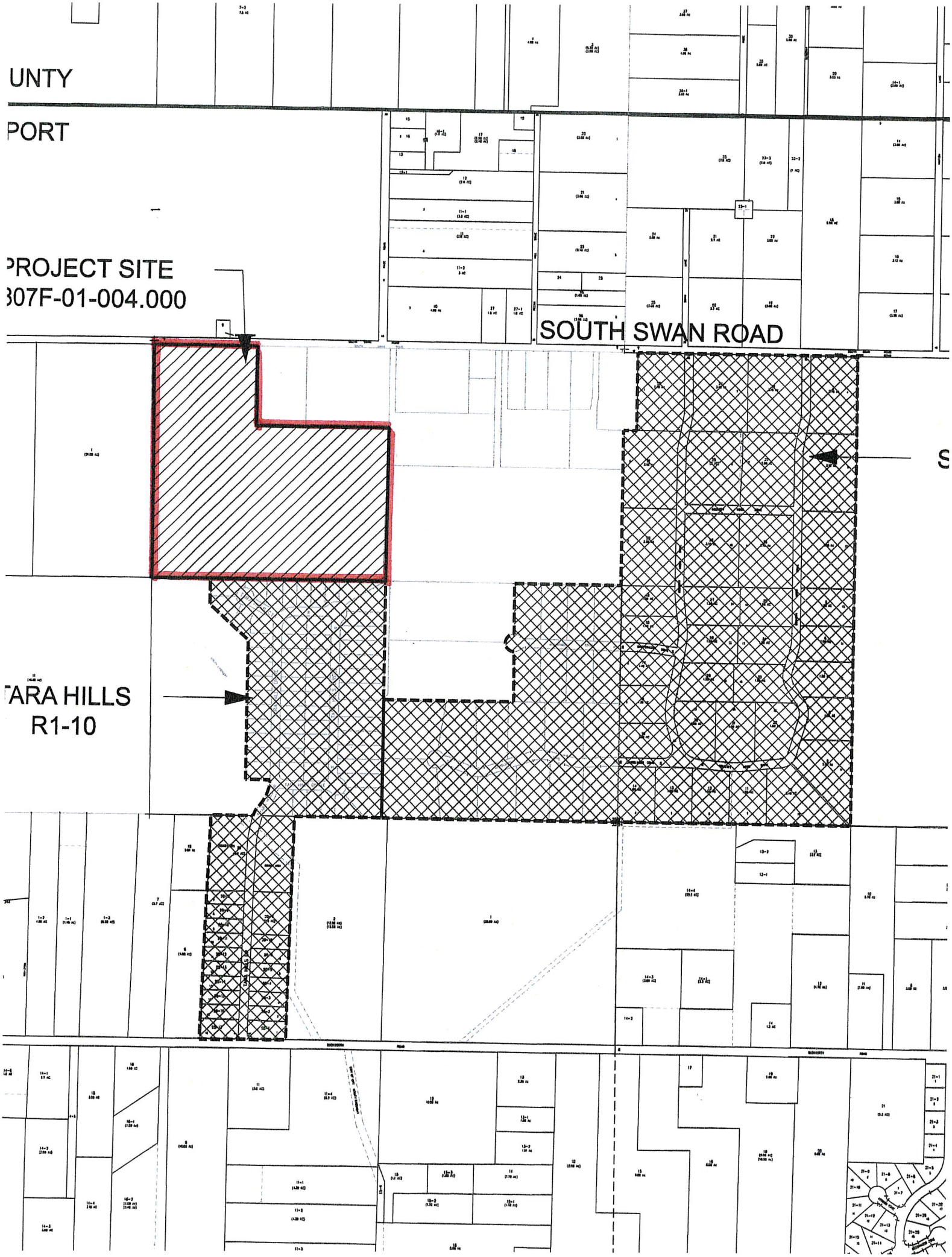
Witness my signature and official seal of the office this 2nd day of March, 2021.

Stacy I. Perry

Notary Public

My Commission expires: March 28, 2023

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 84740
STACY I. PERRY
Commission Expires
March 28, 2023
HARRISON COUNTY


UNTY
PORT
PROJECT SITE
307F-01-004.000
SOUTH SWAN ROAD
TARA HILLS
R1-10

PREPARED BY:
WATKINS LUDLAM WINTER & STENNIS, P.A.
POST OFFICE DRAWER 160
GULFPORT, MS 39502
228-864-3094

STATE OF MISSISSIPPI
COUNTY OF HARRISON

1st Judicial District
Instrument 2005 11344 D -J1
Filed/Recorded 1 11 2005 3 18 P
Total Fees 12.00
2 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, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **HARRELL S.EDWARDS and ADELINE B. EDWARDS**, do hereby sell, convey and warrant unto **KIRK L. LADNER,** the following described land and property located and being situated in Harrison County, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

A parcel of land located in the Northwest ¼ of the Southeast ¼ of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at a nail found in the asphalt of South Swan Road being the Northeast corner of said Northwest ¼ of the Southeast ¼ of Section 28; Thence South 00 degrees 24 minutes 41 seconds East 466.58 feet along the east line of Said Northwest ¼ of the Southeast ¼ to an iron rod found at the POINT OF BEGINNING; Thence South 00 degrees 39 minutes 11 seconds East 871.33 feet to a concrete post found at the Southeast corner of said Northwest ¼ of the Southeast ¼; Thence South 89 degrees 20 minutes 33 seconds West 1351.88 feet along the south line of said Northwest ¼ of the Southeast ¼ to an iron rod found at the Southwest corner of said Northwest ¼ of the Southeast ¼; Thence North 00 degrees 08 minutes 57 seconds West, 1311.45 feet along the west line of said Northwest ¼ of the Southeast ¼ to an iron rod found at the south right-of-way of South Swan Road; Thence North 89 degrees 14 minutes 03 seconds East 595.56 feet along said South right-of-way of South Swan Road to an iron rod set; Thence South 00 degrees 23 minutes 01 seconds East 433.07 feet to an iron pipe found; Thence North 89 degrees 57 minutes 59 seconds East 746.87 feet to THE POINT OF BEGINNING.

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.

WITNESS THE SIGNATURE of the above this the 10 day of January 2005.

Harrell S. Edwards

Harrell S. Edwards

Adeline B. Edwards

Adeline B. Edwards

STATE OF NEW MEXICO
COUNTY OF Bernalillo

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 2005, within my jurisdiction, the within named **HARRELL S. EDWARDS and ADELINE B. EDWARDS,** duly identified before me, who acknowledged that they is executed and delivered the above and foregoing instrument.

Notary Public

My Commission Expires:
11-10-05

Grantor: Harrell S. Edwards
Adeline B. Edwards
8704 Avenales, NE
Albuquerque, NM 87111
PH: 505-299-2742

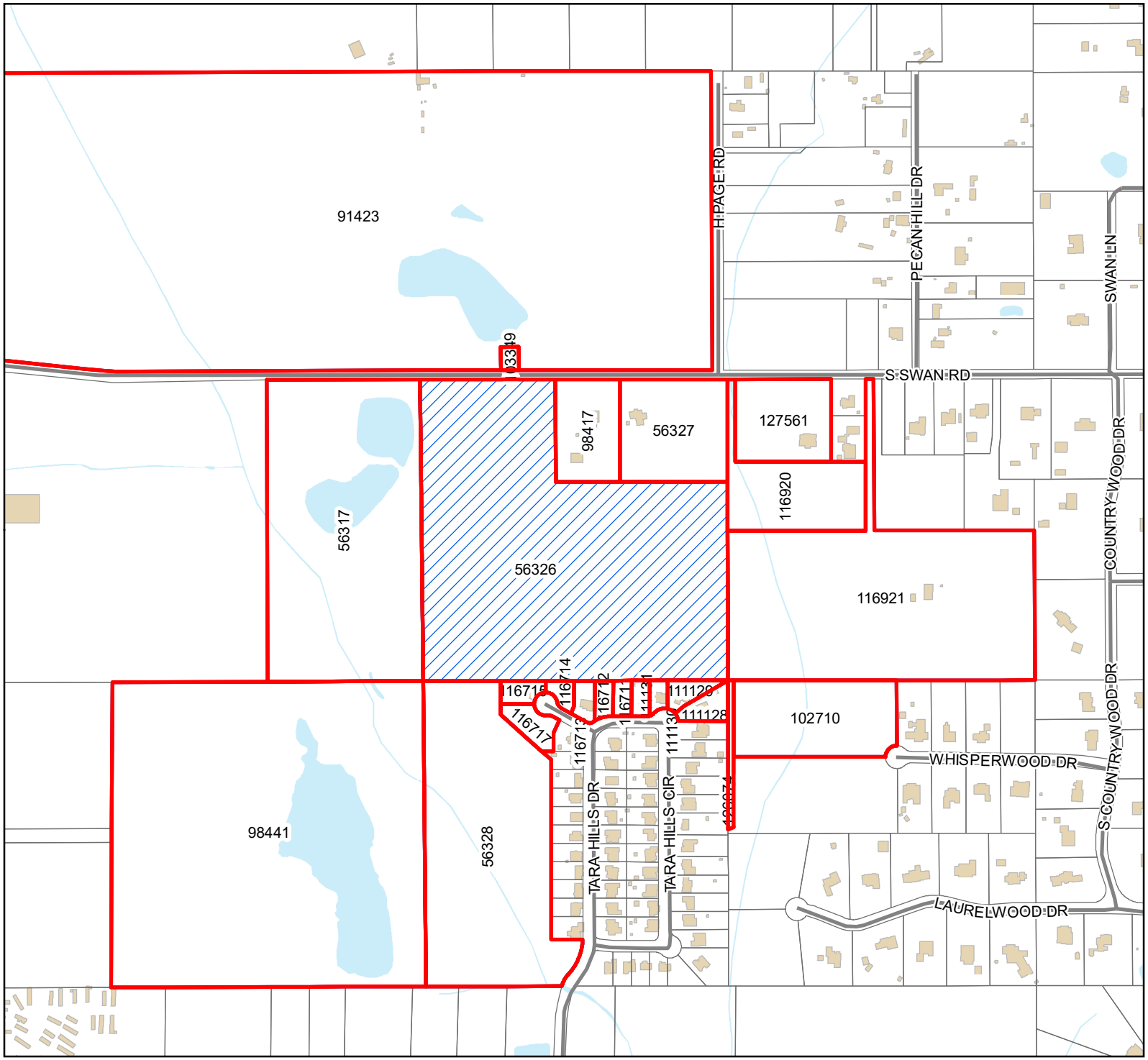
Grantee: Kirk L. Ladner
18226 Highway 53
Gulfport, MS 39503
PH: 832-2151

1628231.1/00931.11155

Mail	PPIN	Parcel ID (074)	Name	Address	City	State	ZIP
Y	56326	0807F-01-004.000	LADNER KIRK L (Owner)	18226 HIGHWAY 53	GULFPORT	MS	39503
Y			LAWRENCE C. RUMSEY, PE (Agent)	910 HOWARD AVE	BILOXI	MS	39530
N			**Adjacent Property Owners**				
Y	127561	0807F-01-001.008	BATOL DAVID T & ADRIENNE F	15111 S SWAN RD	GULFPORT	MS	39503
Y	116920	0807F-01-001.003	HIGH CHERYL ETAL	15001 S SWAN ROAD	GULFPORT	MS	39503
Y	56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
Y	116715	0807F-01-005.049	JOHNSON ROBERT B	13686 TARA HILLS COURT	GULFPORT	MS	39503
Y	98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL	PO BOX 1260	RUSTON	LA	71273
Y	116711	0807F-01-005.045	SCHMITT LEO A JR & SANDRA S	122 COLUMBIA PLACE	SLIDELL	LA	70458
Y	116712	0807F-01-005.046	SAUNDERS RANDOLPH C & ANGELA STUMPH	13706 TARA HILLS CIR	GULFPORT	MS	39503
Y	56327	0807F-01-002.000	MILES EDDIE WAYNE	15175 S SWAN RD	GULFPORT	MS	39503
Y	111128	0807F-01-005.019	CHANDLER APRIL L & JACOB E	13680 TARA HILLS CIR	GULFPORT	MS	39503
Y	116713	0807F-01-005.047	COLLINS RAYMOND & SHAVON L	13658 TARA HILLS DR	GULFPORT	MS	39503
Y	91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502
Y	111130	0807F-01-005.021	ZEECK ERNEST F III & LORIA J	13688 TARA HILLS CIR	GULFPORT	MS	39503
Y	111131	0807F-01-005.022	BOYDA JAQUELINE L	13690 TARA HILLS CIR	GULFPORT	MS	39503
Y	116921	0807F-01-001.004	HIGH CHERYL L	15001 S SWAN RD	GULFPORT	MS	39503
Y	98417	0807F-01-003.000	LADNER KIRK	18226 HWY 53	GULFPORT	MS	39503
Y	111129	0807F-01-005.020	CARTER JONATHAN R	P O BOX 7252	GULFPORT	MS	39506
Y	116714	0807F-01-005.048	T & D HOMES LLC	16786 TY RIDGE RD	GULFPORT	MS	39507
Y	56328	0807F-01-005.000	BENEFIELD CHARLES LARRY	14771 S COUNTRYWOOD DR	GULFPORT	MS	39503
Y	102710	0807F-01-006.000	RAYBOURN ROBERT W & PAM	15058 WHISPERWOOD DR	GULFPORT	MS	39503
Y	116717	0807F-01-005.051	EDENFILED JOSEPH T JR & MICHELLE	13643 TARA HILLS DRIVE	GULFPORT	MS	39503

2104PC074

Zoning Map Amendment



Legend

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

0 90 180 270
Yards

1 inch = 600 feet

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W E
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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

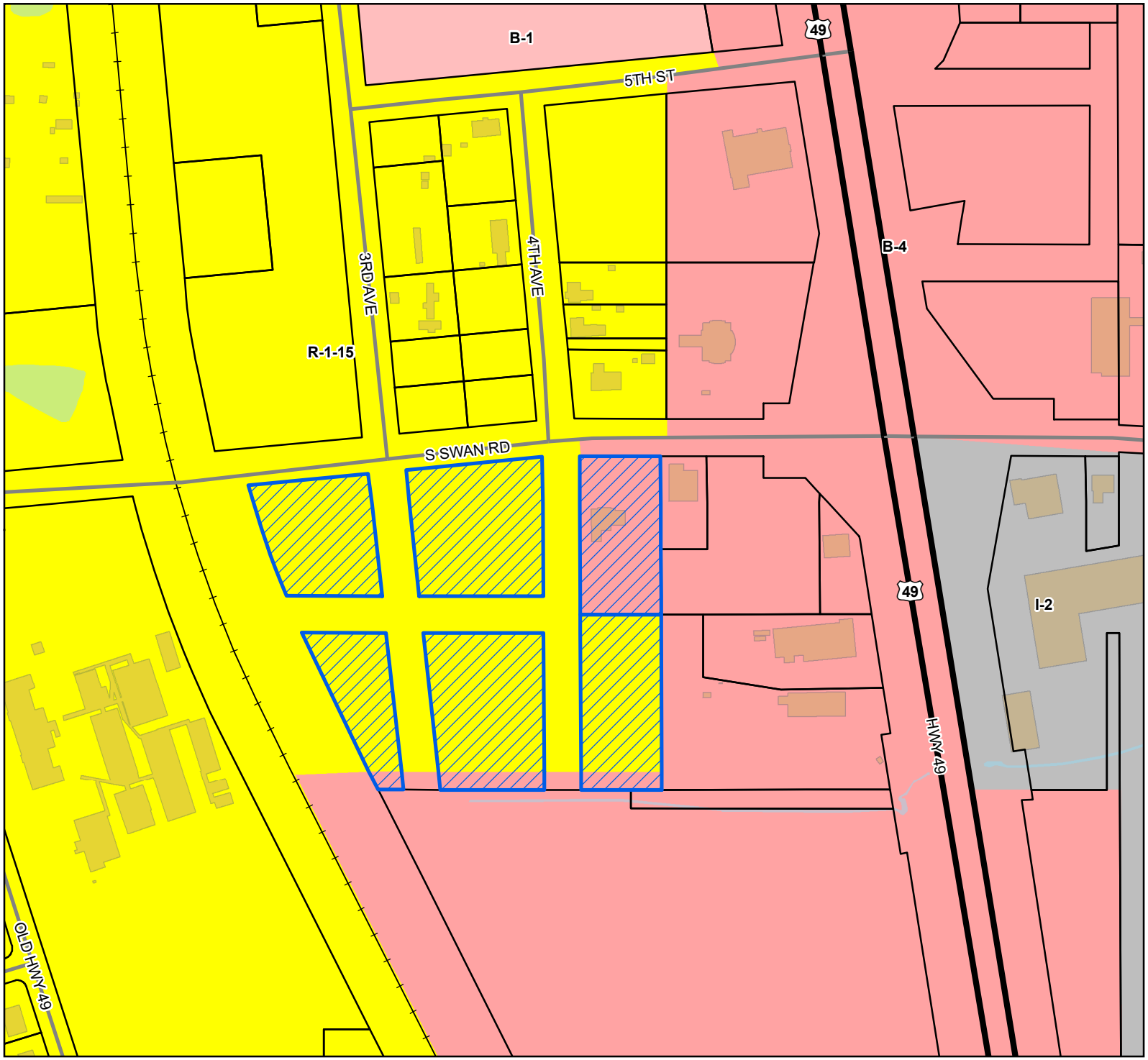
Date of Hearing: April 22, 2021

Re: <u>Zoning Map Amendment 2104PC075:</u>

Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

2104PC075

Zoning Map Amendment



Site
US or State Highway
Street
Railroad
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District
B-4 - Highway Business District
I-2 - Heavy Industry District
R-1-15 - Single Family Residence District (Low Density)

Site Information

0707H-01-014.000
0707H-01-012.000
0707H-01-013.000
Zoning: B-4 (Highway business)
R-1-15 (Single family)
Size: 13.19 acres
Flood: X

0 40 80 120
Yards

1 inch = 300 feet

N W E S

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SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-15 TO B-4

Located at the SW Intersection of South Swan Rd. and 3rd Ave.
City of Gulfport, First Judicial District of Harrison County, Mississippi

Tax Parcel No's: 0707H-01-014.000
0707H-01-012.000
0707H-01-013.000

1. **Interest:**

The official names and addresses of the applicants for this application are as follows:

Julian Emory Plyant & Johanna C. Plyant
2709 Pemberton Dr.
Houston, TX 77005
(281) 536-3544

Brian A. McGinley & Roberta G. McGinley
16119 S. Swan Rd.
Gulfport, MS 39503
(228) 313-1855

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
370 Courthouse Rd., Ste 104
Gulfport, MS 39507
228-896-6768

The subject property is currently zoned R-1-15 per the Official Zoning Map of the City of Gulfport. It is generally located at the Southeast intersection of S. Swan Rd. and 3rd Ave. The request involves the re-zoning the subject parcel from R-1-15 to B-4 which will allow for a new commercial project along with the required parking spaces and meet the current landscaping requirement.

Primary access will be provided from S. Swan Rd. The proposed project will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

All infrastructure will be constructed in accordance with current Gulfport regulations.

Storm water will be designed and constructed to meet the current City of Gulfport 25 year storm requirement and will provide enough area to detain the difference between the post-construction and pre-construction run-off created by this development.

There will also be a minimal increase in sewer flows and water usage. Existing utilities are adjacent to the site off S. Swan Rd. There will be no adverse utility impacts on existing customers or adjoining properties.

2. **Change in Conditions:**

The applicant is proposing to rezone a 11.8 +/- acre parcel of land. The subject property is located near a major corridor that has seen substantial growth in the past few years. Commercial uses have expanded in the area, especially south and east of the property; more specifically, Hancock Whitney Bank. Therefore, the proposed zoning will be consistent with the demands for expanded services and amenities in the area.

3. **Increase in Need for Sites:**

As stated above, the subject property is located near a major corridor in Gulfport. This parcel is within a high growth area and has had an increase of commercial development.

4. **Development Schedule:**

The proposed development schedule is to design, construct and have completed within 9 to 12 months. The applicant proposes to begin within 1 month of City Council approval.

The above schedule is based on normal permitting procedures and reasonable weather conditions. The schedule could be set back by delays due to adverse weather conditions.

5. **Effects of Amendment:**

The proposed zoning will be consistent with the contiguous properties so there will be no effect granting this zoning change.

6. **Error:**

This request is not due to an error.

7. **Site Plan:**

A site plan will be presented at the City meetings.

DESCRIPTION FOR REZONE PARCEL

A PART OF ORIGINAL LYMAN SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 28, ORIGINAL LYMAN SUBDIVISION; THENCE ALONG THE EAST MARGIN OF THE VACATED 4TH AVENUE, SOUTH 340' TO THE CENTERLINE OF THE VACATED 8TH STREET; THENCE ALONG SAID CENTERLINE, EAST 175'; THENCE SOUTH 340' TO THE NORTH MARGIN OF THE VACATED 9TH STREET; THENCE ALONG SAID NORTH MARGIN, WEST 688.68' MORE OR LESS TO THE WEST MARGIN OF THE VACATED EAST RAILROAD AVENUE, ALSO BEING THE EAST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID EAST MARGIN OF THE RAILROAD RIGHT-OF-WAY AND EXTENSION THEREOF TO THE CENTERLINE OF SOUTH SWAN ROAD, BEING N22°09'22"W 696.08'; THENCE ALONG ALONG SAID CENTERLINE OF SOUTH SWAN ROAD, N84°27'26"E 779.77'; THENCE SOUTH 40' TO THE POINT OF BEGINNING, CONTAINING 11.8 ACRES MORE OR LESS.

Brian A. and Roberta G. McGinley
16119 South Swan Rd.
Gulfport, MS 39503

~~November 17, 2020~~ FEB 2TH, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for**
Tax Parcel No's: 0707H-01-012.000 and 0707H-01-013.000
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC,*** is authorized to act as agent on behalf of **Brian A. and Roberta G. McGinley** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Julian Emory and Johanna C. Pylant
2709 Pemberton Dr.
Houston, TX 77005

~~November 17, 2020~~ FEB 27TH, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for**
Tax Parcel #: 0707H-01-014.000
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC***, is authorized to act as agent on behalf of **Julian Emory and Johanna C. Pylant** in any Planning Commission or City Council matters.

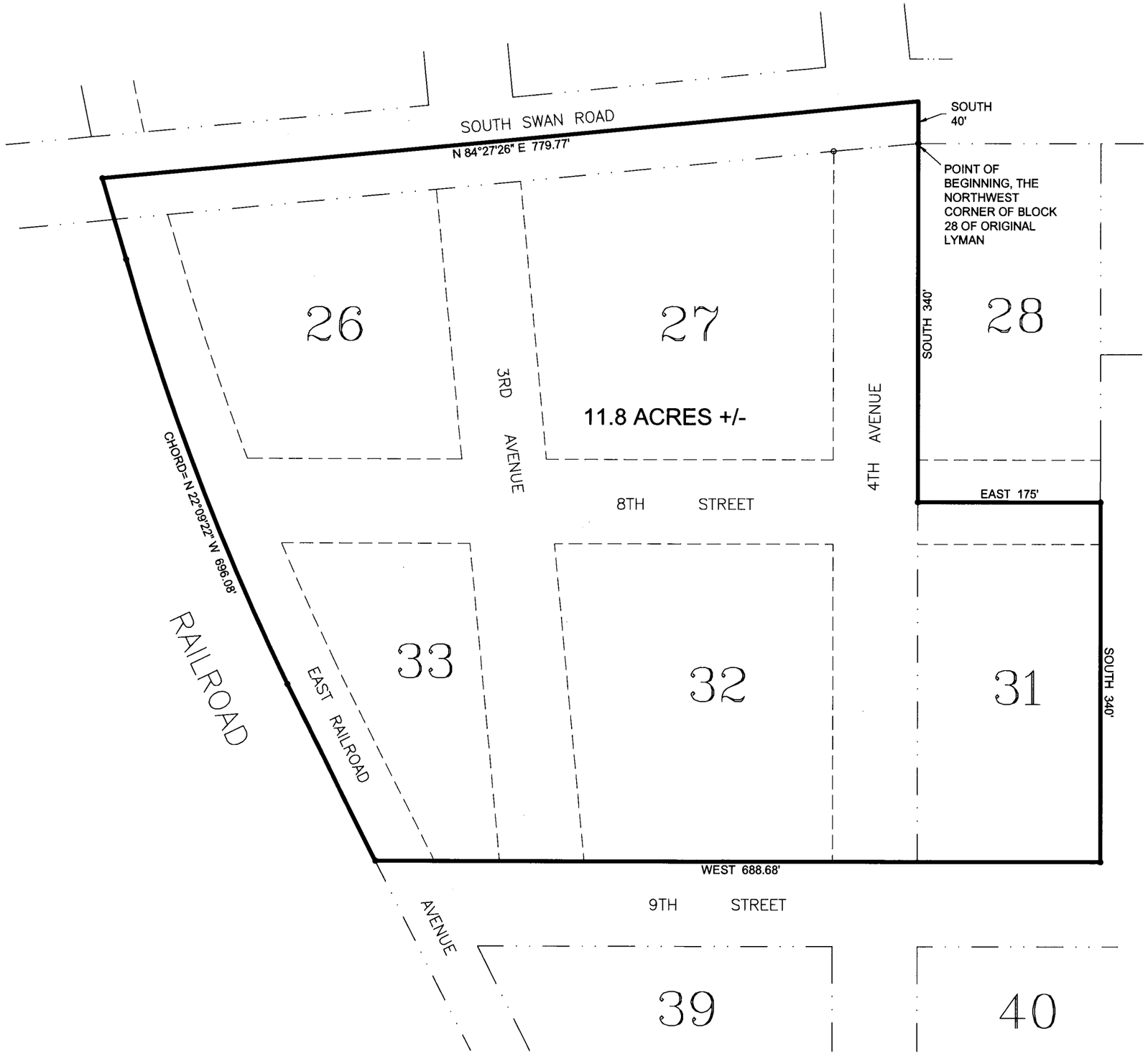
If you have any questions, please do not hesitate to contact me.

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY



DESCRIPTION FOR REZONE PARCEL

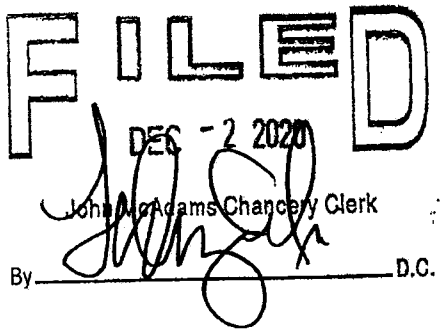
A PART OF ORIGINAL LYMAN SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 28, ORIGINAL LYMAN SUBDIVISION; THENCE ALONG THE EAST MARGIN OF THE VACATED 4TH AVENUE, SOUTH 340' TO THE CENTERLINE OF THE VACATED 8TH STREET; THENCE ALONG SAID CENTERLINE, EAST 175'; THENCE SOUTH 340' TO THE NORTH MARGIN OF THE VACATED 9TH STREET; THENCE ALONG SAID NORTH MARGIN, WEST 688.68' MORE OR LESS TO THE WEST MARGIN OF THE VACATED EAST RAILROAD AVENUE, ALSO BEING THE EAST MARGIN OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID EAST MARGIN OF THE RAILROAD RIGHT-OF-WAY AND EXTENSION THEREOF TO THE CENTERLINE OF SOUTH SWAN ROAD, BEING N22°09'22"W 696.08'; THENCE ALONG ALONG SAID CENTERLINE OF SOUTH SWAN ROAD, N84°27'26"E 779.77'; THENCE SOUTH 40' TO THE POINT OF BEGINNING, CONTAINING 11.8 ACRES MORE OR LESS.

0 100 200 300

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT



JULIAN EMORY PYLANT, JR. and
JOHANNA CLAIRE PYLANT — PLAINTIFFS

VERSUS — NO. 20-1683 (3)

CITY OF GULFPORT, MISSISSIPPI,
BRIAN A. MCGINLEY, ROBERTA G. MCGINLEY,
REBECCA MAXINE HOLCOMB and
JANICE FAYE LADNER, ET AL — DEFENDANTS

FINAL JUDGMENT

THIS DAY THIS CAUSE CAME ON to be heard on the sworn Bill of Complaint of JULIAN EMORY PYLANT, JR. and JOHANNA CLAIRE PYLANT, and upon Waiver and Joinder filed by the Defendants, BRIAN A. MCGINLEY, ROBERTA G. MCGINLEY, REBECCA MAXINE HOLCOMB and JANICE FAYE LADNER, and upon publication to any and all persons having or claiming to have any right, title or interest, either legal or equitable, in and to the following described land and property situated in the First Judicial District of Harrison County, Mississippi, as follows, to-wit:

Those certain portions of the unused street and alleys in the ORIGINAL TOWN OF LYMAN, First Judicial District of Harrison County, Mississippi, a subdivision according to the official map or plat thereof on file and of record in the office of the

II.

That the Defendants herein are:

(a) The CITY OF GULFPORT, MISSISSIPPI, which may be served with process of this court by service upon its Mayor or its City Clerk, City Hall, Gulfport, Mississippi; and

(b) BRIAN A. MCGINLEY, who is an adult resident citizen of the First Judicial District of Harrison County, Mississippi, and whose post office and street address for the service of process is 16119 South Swan Road, Gulfport, Mississippi 39503; and

(c) ROBERTA G. MCGINLEY, who is an adult resident citizen of the First Judicial District of Harrison County, Mississippi, and whose post office and street address for the service of process is 16119 South Swan Road, Gulfport, Mississippi 39503; and

(d) REBECCA MAXINE HOLCOMB, who is an adult resident citizen of the First Judicial District of Harrison County, Mississippi, and whose post office and street address for the service of process is 25 - 51st Street, Gulfport, Mississippi 39507; and

(e) JANICE FAYE LADNER, who is an adult resident citizen of the First Judicial District of Harrison County, Mississippi, and whose post office and street address for the service of process is 58 - 52nd Street, Gulfport, Mississippi 39507; and

(f) Any and all persons having or claiming to have any right, title or interest in and to the property after diligent search and inquiry, being more particularly described hereinafter, or who would be adversely affected by the granting of the relief prayed for herein, and process by publication should be issued to said Defendants as provided by the laws of the statutes of the State of Mississippi; and

That certain portion of East Railroad lying West of Blocks Twenty-six (26) and Thirty-three (33) and 9th Street and West of 8th Street from South Swan Road on the North and an extension of the South line of 9th Street on the South; and

That certain portion of 8th Street lying between Blocks Twenty-six (26) and Thirty-three (33) and between Blocks Twenty-seven (27) and Thirty-two (32) from East Railroad on the West and 4th Avenue on the East; and

That certain portion of 9th Street lying South of the aforesaid Blocks Thirty-two (32) and Thirty-three (33) and South of the aforesaid 3rd Avenue and 4th Avenue.

All alleys that may be located within the aforesaid Blocks Twenty-six (26), Twenty-seven (27), Thirty-two (32) and Thirty-three (33); and

VI.

That since the recordation of said plat, the aforesaid streets and alleys have not been used by the Defendants named herein or by anyone else and such property has never been formally opened or used in any manner by the public; that the said property, which is shown on the map attached to the Complaint herein as Exhibit "B", which is made a part thereof by reference the same as if copied therein in full in words and figures, has not been needed in the past, is not now needed for its original purposes and will not be used in the foreseeable future by the general public; and

VII.

That the Plaintiffs herein are the owners of all of Blocks Twenty-six (26), Twenty-seven (27), Thirty-two (32) and Thirty-three (33), of the aforesaid Original Town of Lyman; that the Defendants, BRIAN A. MCGINLEY and ROBERTA G. MCGINLEY, are the record owners of the property on the East side of 4th Avenue sought to be vacated herein; that the Defendants, REBECCA MAXINE HOLCOMB and JANICE FAYE LADNER are the record owners of the property on the South side of 9th Street sought to be vacated herein; and

Mississippi, in Plat Book 2 at page 16 (Copy Book 1 at Page 38) thereof, as follows:

The West One-half (½) of that certain portion of 4th Avenue lying East of Blocks Twenty-seven (27) and Thirty-two (32), and East of 8th Street from South Swan Road on the North and 9th Street on the South; and

That certain portion of 3th Avenue lying between Blocks Twenty-six (26) and Twenty-seven (27) and between Blocks Thirty-two (32) and Thirty-three (33) from South Swan Road on the North and 9th Street on the South; and

That certain portion of East Railroad lying West of Blocks Twenty-six (26) and Thirty-three (33) and 9th Street and West of 8th Street from South Swan Road on the North and an extension of the South line of the North One-half (½) of 9th Street on the South; and

That certain portion of 8th Street lying between Blocks Twenty-six (26) and Thirty-three (33) and between Blocks Twenty-seven (27) and Thirty-two (32) from East Railroad on the West and 4th Avenue on the East; and

The North One-half (½) of that certain portion of 9th Street lying South of the aforesaid Blocks Thirty-two (32) and Thirty-three (33) and South of the aforesaid 3rd Avenue and the West One-half (½) of 4th Avenue.

All alleys that may be located within the aforesaid Blocks Twenty-six (26), Twenty-seven (27), Thirty-two (32) and Thirty-three (33); and

XII.

That, upon the vacating of the property as set forth above, the Court should further enter it Judgment that the Defendants, BRIAN A. MCGINLEY and ROBERTA G. MCGINLEY, should be vested with the following:

Those certain streets located in the Original Town of Lyman, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at page 16 (Copy Book 1 at Page 38) thereof, as follows:

The East One-half (½) of that certain portion of 4th Avenue lying East of Blocks Twenty-seven (27) and Thirty-two (32), and East of 8th Street from South Swan Road on the North and 9th Street on the South; and

an easement for the construction, operation and maintenance of drainage and utilities over and across the following portion of subject property being described as follows:

> That certain portion of 3th Avenue lying between Blocks Twenty-six (26) and Twenty-seven (27) and between Blocks Thirty-two (32) and Thirty-three (33) from South Swan Road on the North and 9th Street on the South.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Court herein does hereby enter its Judgment closing and vacating those certain streets and alleys being more particularly described as follow, to-wit:

> Those certain portions of the unused street and alleys in the ORIGINAL TOWN OF LYMAN, First Judicial District of Harrison County, Mississippi, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 16 (Copy Book 1 at Page 38) thereof, reference to which is hereby made in aid of and as a part of this description, and being more particularly described as follows, to-wit:
>
> That certain portion of 4th Avenue lying East of Blocks Twenty-seven (27) and Thirty-two (32) and East of 8th Street from South Swan Road on the North and 9th Street on the South; and
>
> That certain portion of 3th Avenue lying between Blocks Twenty-six (26) and Twenty-seven (27) and between Blocks Thirty-two (32) and Thirty-three (33) from South Swan Road on the North and 9th Street on the South; and
>
> That certain portion of East Railroad lying West of Blocks Twenty-six (26) and Thirty-three (33) and 9th Street and West of 8th Street from South Swan Road on the North and an extension of the South line of 9th Street on the South; and
>
> That certain portion of 8th Street lying between Blocks Twenty-six (26) and Thirty-three (33) and between Blocks Twenty-seven (27) and Thirty-two (32) from East Railroad on the West and 4th Avenue on the East; and
>
> That certain portion of 9th Street lying South of the aforesaid Blocks Thirty-two (32) and Thirty-three (33) and South of the aforesaid 3rd Avenue and 4th Avenue.
>
> All alleys that may be located within the aforesaid Blocks Twenty-six (26), Twenty-seven (27), Thirty-two (32) and Thirty-three (33).

Unto the Defendants, REBECCA MAXINE HOLCOMB and JANICE FAYE LADNER, that certain portion of subject property described in paragraph XIII hereinabove.

ORDERED, ADJUDGED AND DECREED in the office of the Chancellor in the City of Gulfport, Mississippi, on this the 2 day of ~~November,~~ Dec. 2020.

CHANCELLOR

APPROVED:

Donald R. Jones #3197
Donald R. Jones, Attorney, PLLC
Attorney for Plaintiffs
P. O. Box 7555
Gulfport, MS 39506
228-864-8965

DUSTIN E. USELTON, Esq. #104426
Attorney for City of Gulfport, MS

A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
1st Judicial District

By _____ D.C.

HARRISON COUNTY * MISSISSIPPI * CHANCERY

BOOK 1608 PAGE 333

1st Judicial District
Instrument Number 2002 9295 D
Filed 12 3 2002 4 31 P
Total Fees 8.00
Book 1608 Page 333-334 Recorded 12-4-02

STATE OF MISSISSIPPI

COUNTY OF HARRISON

QUIT CLAIM 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, BRIAN A. MCGINLEY AND WIFE, ROBERTA G. MCGINLEY, 16119 SOUTH SWAN ROAD, GULFPORT, MS. 39503, 228-328-4376, does hereby sell, convey and quit claim unto BRIAN A. MCGINLEY, AND WIFE, ROBERTA G. MCGINLEY, 16119 SOUTH SWAN ROAD, GULFPORT, MS. 39503, 228-328-4376, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

> The West 175 feet of Block 28 and the West 175 feet of Block 31, Original Lyman, being a subdivision located in the First Judicial District of Harrison County, Mississippi, as per map or plat thereof on file and of record in Plat Records in the Office of the Chancery Clerk of Harrison County, Mississippi.
>
> AND ALSO:
>
> That portion of 8th Street, adjacent to the West 175 feet of Block 28 and the West 175 feet of Block 31, Original Lyman, and now being vacated pursuant to that certain Decree rendered in Harrison County Chancery Court Cause No. 108,334, filed March 5, 1996, and recorded in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Deed Book 1329, Page 140.

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

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years are specifically assumed by Grantees herein.

WITNESS OUR SIGNATURE, on this the 27th day of November, 2002.

BRIAN A. MCGINLEY

ROBERTA G. MCGINLEY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, BRIAN A. MCGINLEY AND ROBERTA G. MCGINLEY, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of November, 2002.

NOTARY PUBLIC

SHELLEY C. CUEVAS, HARRISON COUNTY, MS NOTARY PUBLIC My Commission Expires September 13, 2003

My Commission Expires:

_____

THIS INSTRUMENT PREPARED BY:
GULF TITLE COMPANY, INC.
10576 KLEIN ROAD
GULFPORT, MS. 39503
228-539-0909
OUR FILE # 023012

STATE OF MISSISSIPPI

COUNTY OF HARRISON

ENTERED ON COMPUTER

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Dr. John Kelly Pylant, Louis Richard Pylant, Dr. Patricia Gail Lawson and Julie Ann Bowman, do hereby sell, convey and warrant unto Julian Emory Pylant, Jr. and Wife, Johanna Claire Pylant, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property, located in the First Judicial District of Harrison County, Mississippi, to-wit:

> The south half of Lots Two (2) and Eleven (11); Lots Three (4), Four (4), Nine (9) and Ten (10) inclusive, in Block 2 of the Original Lyman Subdivision, Lyman, Mississippi, as shown on the original map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi.
>
> Lots Four (4) to Twelve (12), inclusive, Block 13; Lots One (1) to Six (6) inclusive, and Lot 12, Block 16; and all of Block 23, ORIGINAL LYMAN, as per map or plat thereof on file and of record in the office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi located in Section 29, Township 6 South, Range 11 West, Harrison County, Mississippi.

Lots Three (3) to Ten (10), inclusive, Block 22, in Original Lyman Subdivision as shown by the official map or plat thereof on file and of record in the Chancery Clerk's Office of Harrison County, Mississippi.

All of Blocks 26, 27, 32, and 33, in Original Lyman Subdivision as shown by the official map or plat thereof on file and of record in the Chancery Clerk's Office of Harrison County, Mississippi.

The above and foregoing property is not now nor has it ever been a part of the Grantors' homestead.

This conveyance is subject to any and all prior reservation of oil, gas or other minerals and any and all restrictive and/or protective covenants of record.

Taxes for the year 2000 and thereafter are assumed by the Grantees herein.

WITNESS the signature of the undersigned, this the 17th Day of ~~February~~ March, 2000.

DR. JOHN KELLY PYLANT

LOUIS RICHARD PYLANT

DR. PATRICIA GAIL LAWSON

JULIE ANN BOWMAN

BOOK 1491 PAGE 101

STATE OF Massachusetts
COUNTY OF Hampshire

PERSONALLY came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Dr. John Kelly Pylant, who being by me first duly sworn on his oath stated that he signed and delivered the above and foregoing Warranty Deed as his own act and deed.

SWORN TO AND SUBSCRIBED before me, this the 17th Day of ~~February~~ March, 2000.

Rosemary A. Fern
NOTARY PUBLIC

My Commission Expires:
Oct. 20, 2006

STATE OF Alaska
COUNTY OF 3rd Judicial District

PERSONALLY came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Louis Richard Pylant, who being by me first duly sworn on his oath stated that he signed and delivered the above and foregoing Warranty Deed as his own act and deed.

SWORN TO AND SUBSCRIBED before me, this the 22 Day of ~~February~~ March, 2000.

Nancy V. Morgan
NOTARY PUBLIC

My Commission Expires:
March 12, 2001

NANCY V. MORGAN
NOTARY PUBLIC
STATE OF ALASKA

BOOK 1491 PAGE 102

STATE OF Mississippi

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Dr. Patricia Gail Lawson, who being by me first duly sworn on her oath stated that she signed and delivered the above and foregoing Warranty Deed as her own act and deed.

SWORN TO AND SUBSCRIBED before me, this the 28th Day of ~~February~~ March, 2000.

Gloria H. Middleton
NOTARY PUBLIC

GLORIA H. MIDDLETON, HINDS COUNTY, MS
NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi

COUNTY OF Hinds

PERSONALLY came and appeared before me, the undersigned authority, in and for the County and State aforesaid, the within named Julie Ann Bowman, who being by me first duly sworn on her oath stated that she signed and delivered the above and foregoing Warranty Deed as her own act and deed.

SWORN TO AND SUBSCRIBED before me, this the 28th Day of ~~February,~~ March 2000.

Gloria H. Middleton
NOTARY PUBLIC

GLORIA H. MIDDLETON, HINDS COUNTY, MS
NOTARY PUBLIC

My Commission Expires:

GRANTORS:

Dr. John Kelly Pylant
Address: 1641 South East Street
Amhurst, MA 01002
Phone: 413-253-3767

Louis Richard Pylant
Address: P. O. Box 771787
Eagle River, AK 99577
Phone: 907-696-1775

Dr. Patricia Gail Lawson
Address: 709 Country Place Drive
Pearl, MS 39208
Phone: 601-936-6904

Julie Ann Bowman
Address: 3452 St. Marie Place
Jackson, MS 39208
Phone: 601-936-3780

GRANTEES:

Julian Emory Pylant, Jr. and Wife,
Johanna Clair Pylant
C/O Kellogg Brown and Root
P. O. Box 4557
Houston, TX 77210
Phone: 81-45-641-5160

PREPARED BY:
JOSEPH R. MEADOWS, ESQUIRE
MEADOWS RILEY LAW FIRM
P. O. DRAWER 550
GULFPORT, MS 39502
(228) 864-4511

INDEX IN: Lots Four (4) to Twelve 912), inclusive, Block 13; Lots One (1) to Six (7) inclusive, and Lot 12, Block 16; and all of Block 23, ORIGINAL LYMAN;

Lots Three (3) to Ten (10), inclusive, Block 22, in Original Lyman Subdivision;

All of Blocks 26, 27, 32 and 33, in Original Lyman Subdivision

Harrison County, Mississippi.

Instrument No. 2893

STATEMENT OF FEES

Recording Fee $6.00
Records Management Fee $1.00
Abstraction Section Fee
$1.00 each
Marginal Entry at 2000001
Other
TOTAL FEES COLLECTED 8.00

CHANCERY COURT OF HARRISON COUNTY MISSISSIPPI

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 4 o'clock and 30 minutes P. M. on 3rd day of April, A.D. 2000 YEAR and recorded April 4th, 2000 YEAR in Records of Deeds Book 1491 Pages 99-103.

JOHN McADAMS, Chancery Clerk

By Winnie Lear, D.C.

LAWRENCE-GREENWOOD 00685

RE: Zoning Map Amendment 2104PC075, by Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, and 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

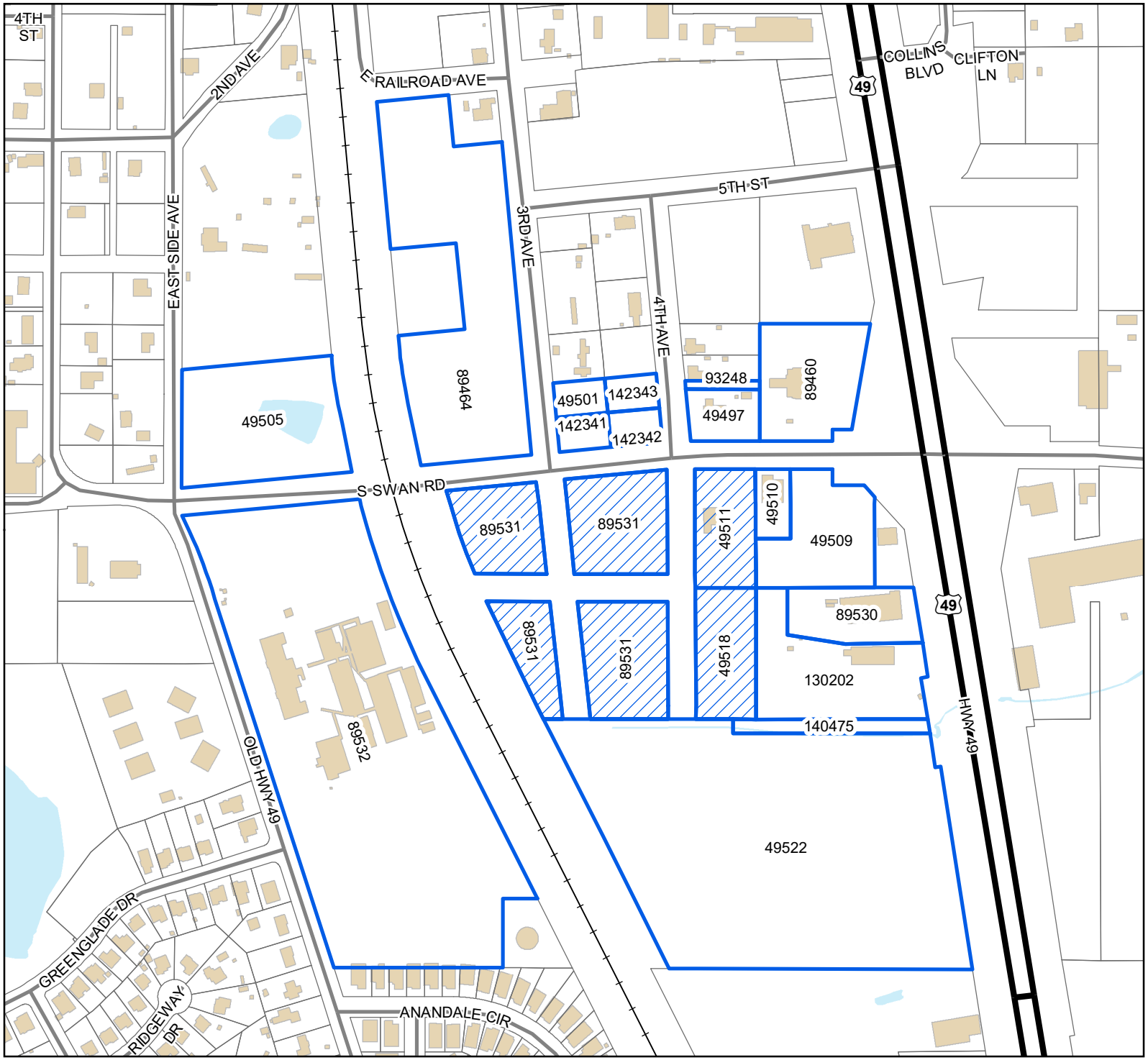
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 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, April 22, 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.

2104PC075

Zoning Map Amendment



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

0 60 120 180
Yards

1 inch = 400 feet

N
W E
S

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
	89531	0707H-01-014.000	PYLANT JULIAN EMORY JR & JOHANNA C	2709 PEMBERTON DR	HOUSTON	TX	77005
n	89464	0707A-03-012.000	PYLANT JULIAN EMORY JR & JOHANNA C	2709 PEMBERTON DR	HOUSTON	TX	77005
n	89531	0707H-01-014.000	PYLANT JULIAN EMORY JR & JOHANNA C	2709 PEMBERTON DR	HOUSTON	TX	77005
	49518	0707H-01-013.000	MCGINLEY BRIAN A & ROBERTA G	16119 SOUTH SWAN RD	GULFPORT	MS	39503
n	49511	0707H-01-012.000	MCGINLEY BRIAN A & ROBERTA G	16119 SOUTH SWAN RD	GULFPORT	MS	39503
			Heinrich and Associates	1806 23rd Ave	GULFPORT	MS	39501
n			**Adjacent Property Owners**				
	89530	0707H-01-007.000	CD1 LLC	11111 SHORECREST RD	BILOXI	MS	39532
	130202	0707H-01-007.001	CD2 LLC	11111 SHORECREST RD	BILOXI	MS	39532
	49505	0707A-03-028.000	COWART CHESTER DEAN	14352 EASTSIDE AVENUE	GULFPORT	MS	39503
	49501	0707A-03-011.000	CROSBY CLIFFORD	716 LIVE OAK DR	BILOXI	MS	39532
n	142342	0707A-03-011.002	CROSBY CLIFFORD	716 LIVE OAK DR	BILOXI	MS	39532
n	142341	0707A-03-011.001	CROSBY CLIFFORD	716 LIVE OAK DR	BILOXI	MS	39532
n	142343	0707A-03-011.003	CROSBY CLIFFORD	716 LIVE OAK DR	BILOXI	MS	39532
	49509	0707H-01-010.000	CROWELL RAY L ETAL	2416 GREENVIEW DR	GULFPORT	MS	39507
	140475	0707H-01-006.001	DEDEAUX WILLIAM A	11111 SHORECREST RD	BILOXI	MS	39532
	89460	0707A-03-002.000	HANCOCK BANK C/O VEE SERVICES INC	11700 PRESTON RD STE 660-#193	DALLAS	TX	75230
	49497	0707A-03-003.000	HART HELENE FRYOU	14290 4TH AVENUE	GULFPORT	MS	39503
	49522	0707H-01-006.000	HOLCOMB REBECCA M & LADNER JANICE	25 51ST ST	GULFPORT	MS	39507
n	89532	0707H-02-001.000	LYMAN SCHOOL				0
	93248	0707A-03-004.003	SMITH LARRY E	14304 4TH AVE	GULFPORT	MS	39503
	49510	0707H-01-011.000	STEWART JAMES ROBERT JR	19468 LAKE VILLAGE DRIVE WEST	GULFPORT	MS	39503

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

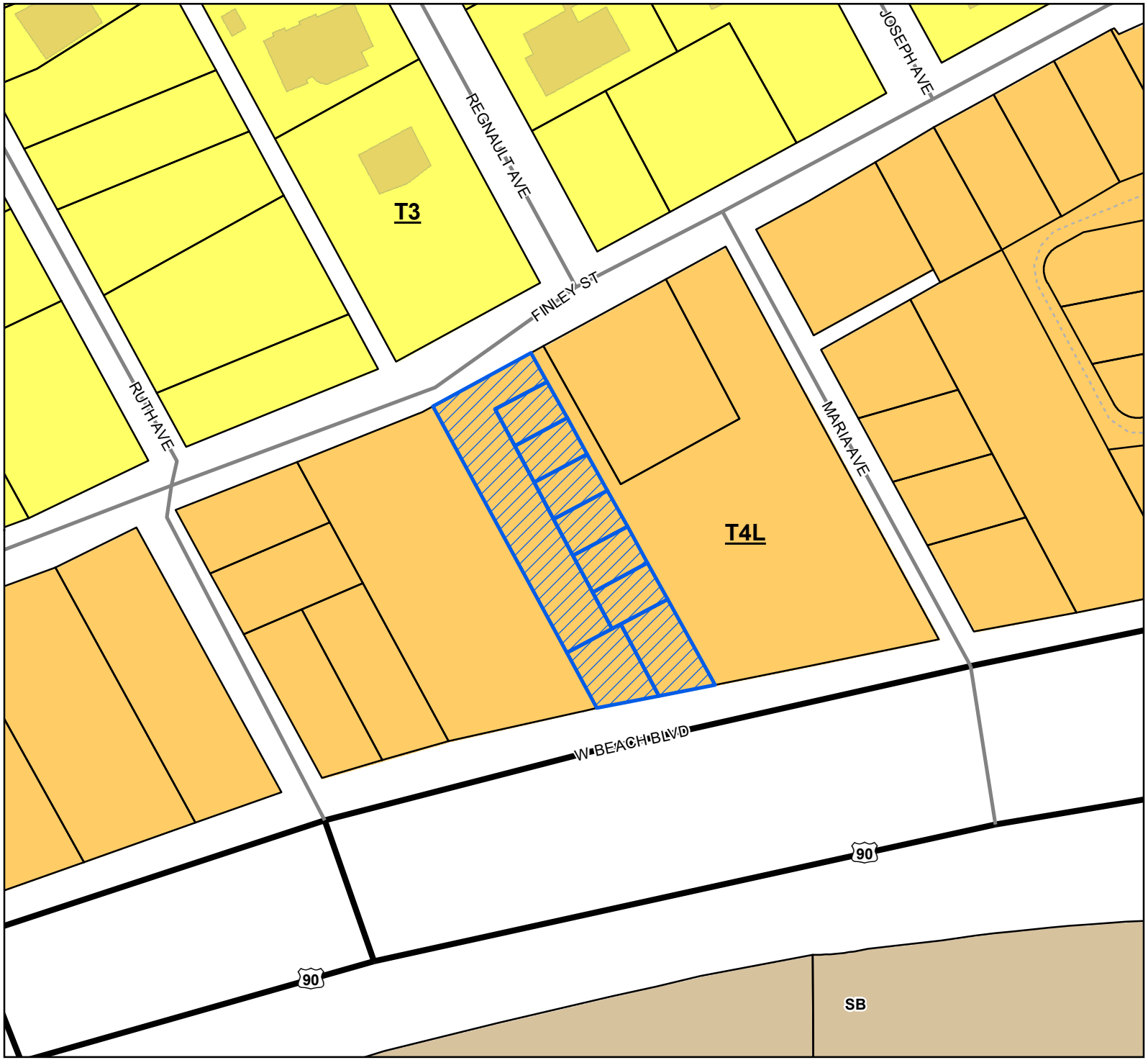
Date of Hearing: April 22, 2021

Re: **General Plan 2104PC076:**

General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), Ward 2

2104PC076

General Plan



Site
US or State Highway
Street
Alley
Parcels
Buildings

Smart Code

T4L
T3

Zoning

SB - Sand Beach

Site Information

0711N-02-103.001 - .009
Zoning: T4L (General Urban Zone "Limited")
Size: 21,086 square feet
Flood: AE, VE

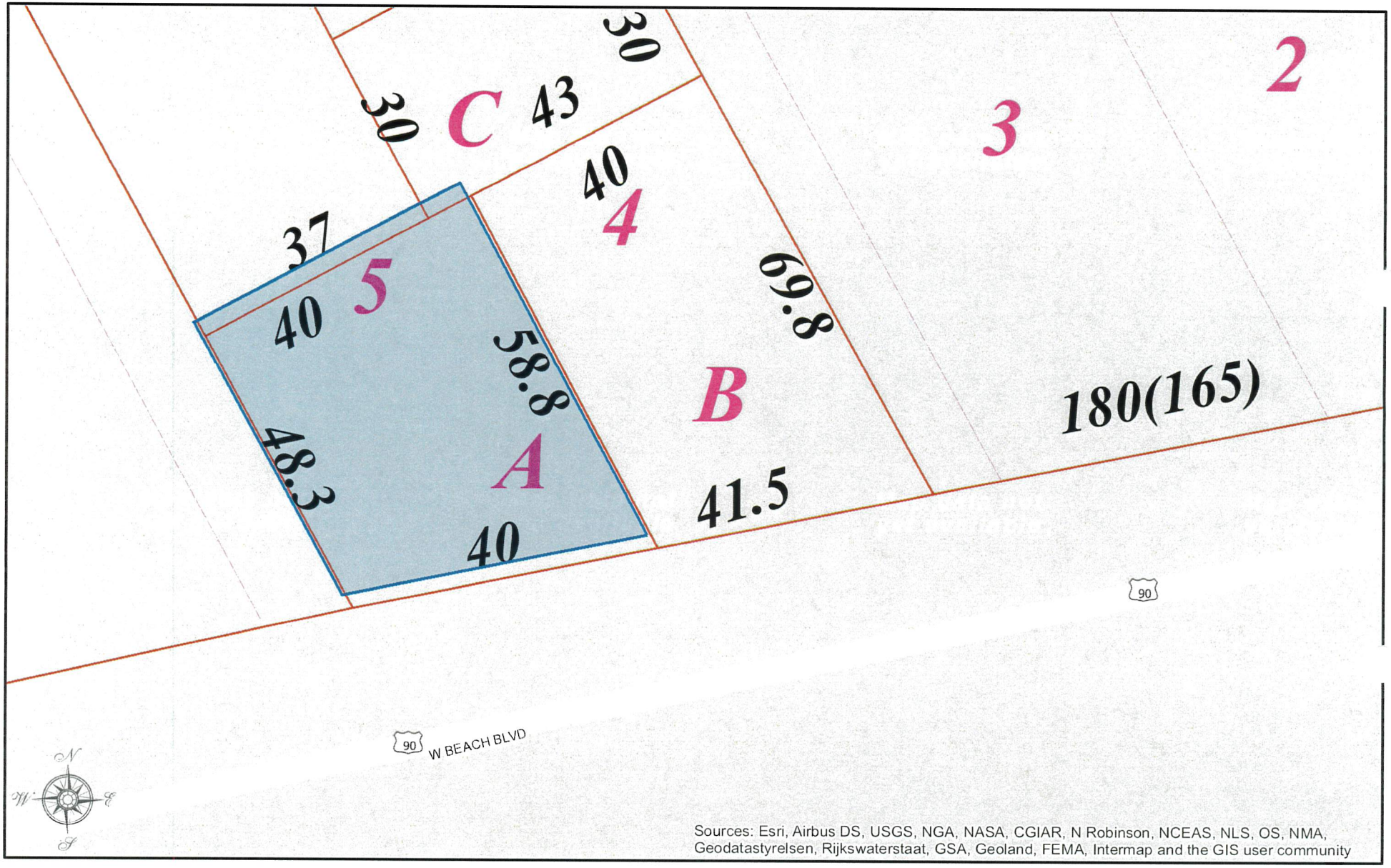
0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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.

My Map



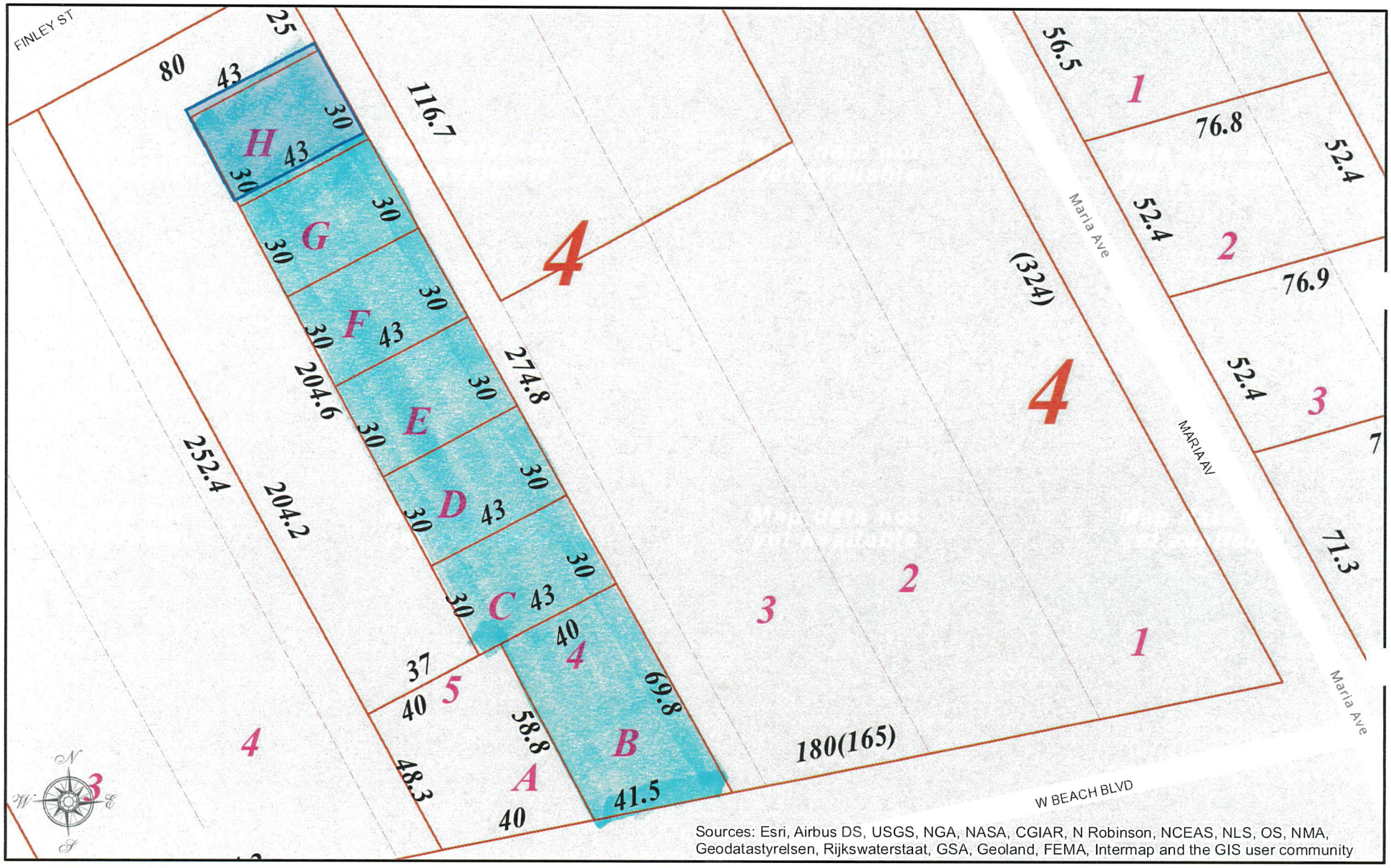
HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY,TAX ASSESSOR.

MAP DATE: February 28, 2021

0 20 40
Feet

My Map



BOARD OF SUPERVISORS ★ HARRISON COUNTY ★

HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY,TAX ASSESSOR.

MAP DATE: February 28, 2021

0 40 80
Feet

New Millennium Inc.
2004 Bayou LaForte
Biloxi, MS 39531

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named New Millennium Inc. who, after being by me forst duly sworn, stated the following:

1. That there are no restrive covenants prohibiting the resubidivision of the property.

Respectfully submitted:

By: Janet Young
New Millennium Inc. – Janet Young - Member

SWORN AND SUBSCRIBED before me, this the 1 day of March 2021.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Acorn of Biloxi Mississippi Inc.
2004 Bayou LaForte
Biloxi, MS 39531

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named Acorn of Biloxi Mississippi Inc. who, after being by me forst duly sworn, stated the following:

1. That there are no restrive covenants prohibiting the resubidivision of the property.

Respectfully submitted:

By: Janet Young
Acorn of Biloxi Mississippi Inc. – Janet Young - Member

SWORN AND SUBSCRIBED before me, this the 1 day of March 2021.

Yvonne Cowart
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Bidwell Holdings Inc.
2004 Bayou LaForte
Biloxi, MS 39531

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named Bidwell Holdings Inc. who, after being by me forst duly sworn, stated the following:

1. That there are no restrive covenants prohibiting the resubidivision of the property.

Respectfully submitted:

By:_____
Bidwell Holdings Inc. – Arthur Young - Member

SWORN AND SUBSCRIBED before me, this the 1 day of March 2021.

_____
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

New Millennium Inc.
2004 Bayou LaForte
Biloxi, MS 39531

February 28, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for New Millennium Inc.**
Tax Parcel No's: 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, & 0711N-02-103.009.
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC***, is authorized to act as agent on behalf of **New Millennium Inc.** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Acorn of Biloxi Mississippi Inc.
2004 Bayou LaForte
Biloxi, MS 39531

February 28, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for Acorn of Biloxi Mississippi Inc.**
Tax Parcel No's: 0711N-02-103.001
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC,*** is authorized to act as agent on behalf of **Acorn of Biloxi Mississippi Inc.** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Janet Young

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Bidwell Holdings Inc.
2004 Bayou LaForte
Biloxi, MS 39531

February 28, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for Bidwell Holdings Inc.**
Tax Parcel No.: 0711N-02-103.002
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC***, is authorized to act as agent on behalf of **Bidwell Holdings Inc.** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

New Millennium Inc.

A MISSISSIPPI CORPORATION
CORPORATE RESOLUTION

STATE OF MISSISSIPPI COUNTY OF
HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Janet Young** who acknowledged that she is a **Member of New Millennium Inc.,** a Mississippi Corporation, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 1 day of March, 2021.

Janet Young

Janet Young, Member

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Acorn of Biloxi Mississippi Inc.

A MISSISSIPPI CORPORATION
CORPORATE RESOLUTION

STATE OF MISSISSIPPI COUNTY OF
HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Janet Young** who acknowledged that she is a **Member of Acorn of Biloxi Mississippi Inc.,** a Mississippi Corporation, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 1 day of March, 2021.

Janet Young

Janet Young, Member

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Bidwell Holdings Inc.

A MISSISSIPPI CORPORATION
CORPORATE RESOLUTION

STATE OF MISSISSIPPI COUNTY OF
HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Arthur Young** who acknowledged that she is a **Member of Bidwell Holdings Inc.,** a Mississippi Corporation, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 1 day of March, 2021.

Arthur Young, Member

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

BEACHPLACE SUBDIVISION

FINLEY STREET

(ORIGINALLY BEACHPLACE TOWNHOMES)

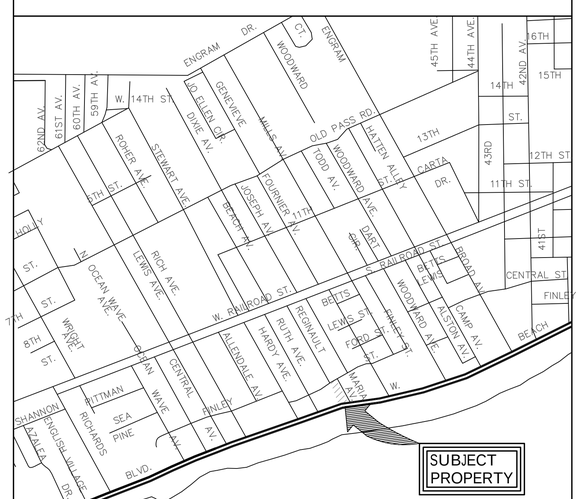
GULFPORT, MS

CLIENT:

New Millenium Inc.
and
Bidwell Holding Inc.
2004 Bayou Laporte
Biloxi, MS 39535

January 4, 2021

VICINITY MAP



NORTH

N.T.S.

L. J. MORAN, JR.
REGISTERED PROFESSIONAL ENGINEER
6005
STATE OF MISSISSIPPI

TME

TERRY MORAN
ENGINEERING & SURVEYING
TERRY MORAN, P.E., P.L.S.
P.O. BOX 4075 -
Biloxi, MS 39535
Ph (228) 896-4733 Fax (228) 896-6769

IN ASSOCIATION WITH

HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd AVE., Suite B - Gulfport, MS 39501
Ph (228) 896-6768

ATTENTION: NO CONSTRUCTION IS TO COMMENCE ON THIS PROJECT BEFORE THE APPROPRIATE PERMITS HAVE BEEN OBTAINED.

SHEET INDEX

PLAN COVER SHEET	T1
GENERAL NOTES & LEGENDS	C1
EXISTING CONDITIONS & DEMOLITION PLAN	C2
LOT & STREET LAYOUT	C3
GRADING & DRAINAGE PLAN	C4
EROSION CONTROL PLAN	C5
UTILITY PLAN	C6
CONSTRUCTION DETAILS	CD1
CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3
CONSTRUCTION DETAILS	CD4

19-031

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL. SOIL DESIGNATED TO BE REMOVED FROM THE SITE SHALL BE AT THE CONTRACTORS EXPENSE.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING, REMOVING, OR RELOCATING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER (UNLESS OTHERWISE SPECIFIED)BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1–800–227–6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE DEMOLISHED, REMOVED, OR RELOCATED THAT RESULT FROM CONTRACTOR'S WORK. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
6. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
7. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

STORM WATER POLLUTION PREVENTION NOTES:

1. CONTRACTOR SHALL STOCKPILE TOPSOIL FOR USE IN LANDSCAPING.
2. CONTRACTOR SHALL LINE ALL PROPOSED SWALES AND DETENTION POND SLOPES WITH EROSION AND SEDIMENT CONTROL BLANKETS AS SHOWN.
3. CONTRACTOR SHALL ROUGHEN ALL 4:1 CUT SLOPES BY DISKING PRIOR TO SEEDING.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH TEMPORARY SEED ANY DISTURBED AREAS THAT WILL BE LEFT UNDISTURBED FOR FOURTEEN OR MORE DAYS (SEE MDEQ LIST OF TEMPORARY SEED TYPES).
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH PERMANENT SEED ANY DISTURBED AREAS WITHIN SEVEN DAYS (SEE OWNER FOR TYPE OF LANDSCAPE TO BE USED).
6. ALL EQUIPMENT MAINTENANCE AND REPAIR SHALL BE DONE OFFSITE.
7. TRASH RECEPTACLES SHALL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE.
8. THE MAIN TRASH COLLECTION BIN SHALL BE PLACED NEAR THE CORNER OF THE CONSTRUCTION ENTRANCE. CONTRACTOR SHALL COORDINATE PICKUP WITH THE CITY OR REFUSE DISPOSAL PROVIDERS AND SHALL ENSURE THAT COLLECTION IS DONE A MINIMUM OF ONCE A WEEK.
9. CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
10. CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY. CONTRACTOR SHALL MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER BY RESEEDING, FERTILIZATION, OR MULCHING AS NEEDED.
11. A TEMPORARY OFFICE AND PORTABLE TOILET BUILDINGS SHALL BE LOCATED AT THE OR NEAR THE JOB TRAILER OR LAY–DOWN YARD AND AT LOCATIONS SO THAT NO PART OF THE PROJECT IS MORE THAN 1,000 FEET FROM A TOILET FACILITY IF POSSIBLE. THESE STRUCTURES SHALL BE MAINTAINED ON A REGULAR SCHEDULE BY A LICENSED DISPOSAL COMPANY.

SITE NOTES:

1. ROADWAY DIMENSIONS ARE GIVEN IN THE CROSS SECTION DETAIL FOUND ON SHEET CD 1.
2. ALL ROADWAY RADIUS DIMENSIONS ARE 20' UNLESS NOTED.
3. SEE SHEET CD1 FOR PAVEMENT DETAILS.
4. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE CONSULTED IMMEDIATELY.
5. ALL DIMENSIONS ARE FROM BOC TO BOC.
6. CONTRACTOR SHALL FORM CURB AT HANDICAP RAMP LOCATIONS TO MEET ADA REQUIREMENTS.
   ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).
7. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
8. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.
9. ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, ASTM 2–3034 SDR 26.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.
7. ALL PRESSURE AND LEAKAGE TESTS MUST BE IN ACCORDANCE WITH AWWA C–600.
8. DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

LOCAL UTILITY COMPANIES

1. WATER AND SEWER – CITY OF GULFPORT 868–5720
2. GAS SERVICE – CENTERPOINT ENERGY 896–7500
3. TV CABLE SERVICE – SPARKLIGHT 864–1506
4. ELECTRICAL SERVICE – MISSISSIPPI POWER COMPANY 868–9800
5. TELEPHONE SERVICE – AT&T 557–6000
6. MISS I CALL BEFORE YOU DIG 1–800–227–6477

LEGEND

PROPOSED		EXISTING
W	WATER MAIN	W
S	SEWER LINE	S
G	GAS LINE	G
	ROW/PROP	
	QTR SECTION	
	WIRE FENCE	
CO	CLEAN–OUT	CO
S	MANHOLE	S
	WATER VALVE	
	FIRE HYDRANT	
W	WATER METER	W
21.5	PROP. SPOT EL.	
	EXIST. SPOT EL.	+ 4.3
	TYP. SIGN	
STOP	TYP. STOP BAR	STOP
	HEADER CURB	
	CURB & GUTTER	

PROJECT SCOPE:

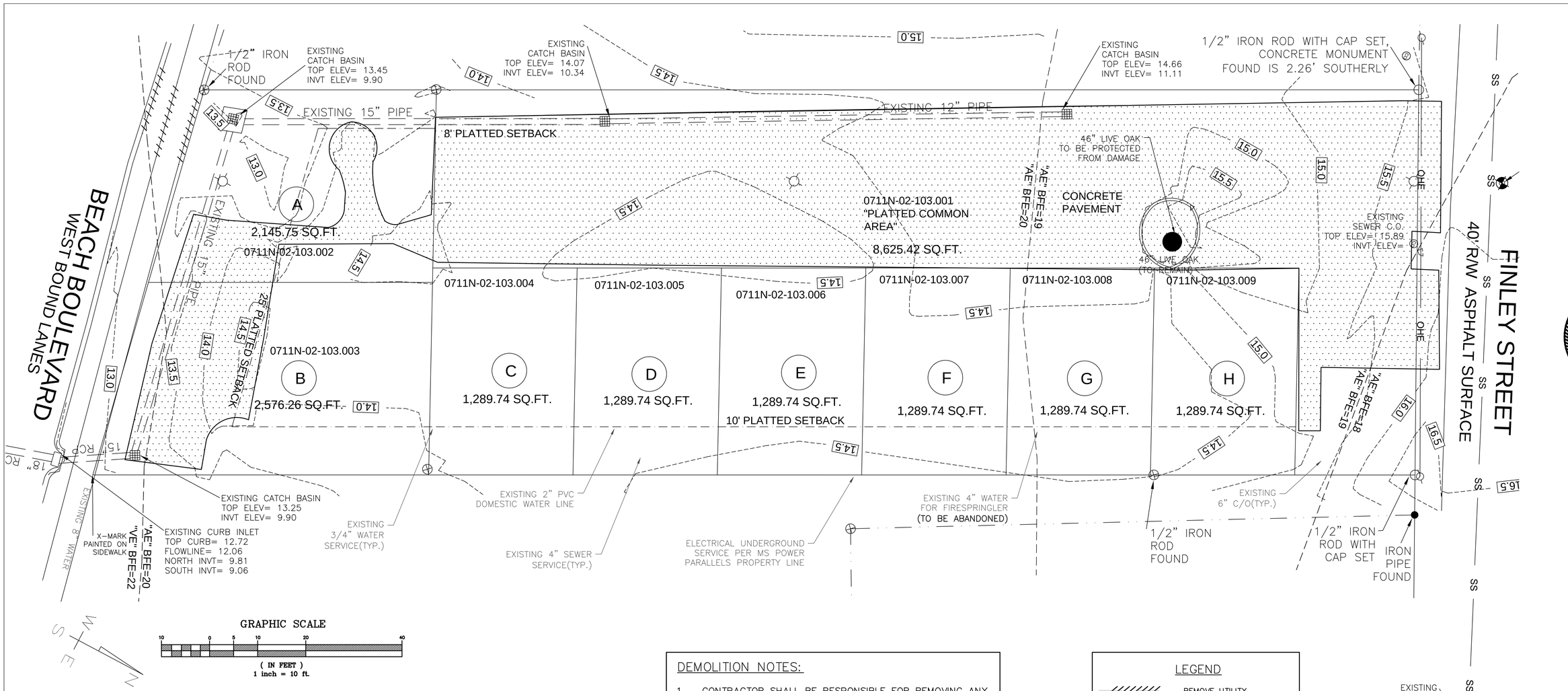
CONSTRUCT BEACHPLACE SUBDIVISION AS PER DRAWINGS FOUND HEREIN AND ALL CITY/STATE REQ'S & PERMITS.

NON–EXCLUSIVELY, GRADING, ASPHALT PAVING, STORM & UTILITY LINES, CONCRETE FORMING AND FINISHING, THERMOPLASTIC STRIPING, AND GRADING/GRASSING/FINISHING IMPROVEMENTS SHALL BE REQ'D TO COMPLETE THIS PROJECT.

GENERAL NOTES & LEGENDS

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6769
TME
TERRY MORAN
ENGINEERING & SURVEYING
T. J. MORAN, JR. REGISTERED PROFESSIONAL ENGINEER ENGINEER 6005 STATE OF MISSISSIPPI
In Association With
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave, Suite B - Gulfport, MS 39501
Ph (228) 896-6768

Sheet GENERAL NOTES & LEGENDS
Project BEACHPLACE SUBDIVISION FINLEY STREET GULFPORT, MS
Date 1-04-21
Drawn By S.G.C.
Check By R.B.H.
REV
Sheet C1
Project No 19–031



DEMOLITION NOTES:

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5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE REMOVED THAT RESULT FROM CONTRACTOR'S WORK.
6. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
7. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

LEGEND

- REMOVE UTILITY
- DENOTES REMOVAL OF ALL EXISTING IMPROVEMENTS AND FILL
- DENOTES LIMITS OF REMOVAL FOR A STRUCTURE AND ITS APPURTENANCES
- TREE DEMO

BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING; TOPOGRAPHIC INFORMATION BASED ON THE SAME

NAIL SET IN ROAD, FINLEY STREET
ELEV = 15.85'

SUBJECT PROPERTY LIES WITHIN "AE" & "VE" FLOOD ZONES SHOWN HEREON PER FEMA PANEL 28047C0353G DATED JUNE 16, 2009

NOTE:
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

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 OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 10'-0"

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075
Biloxi, MS 39535
Ph (228) 896-4733
Fax (228) 896-6769
TMe
TERRY MORAN ENGINEERING
T. J. MORAN, JR.
ENGINEER
6005
STATE OF MISSISSIPPI
In Association With
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave, Suite B - Gulfport, MS 39501
Ph (228) 896-6768

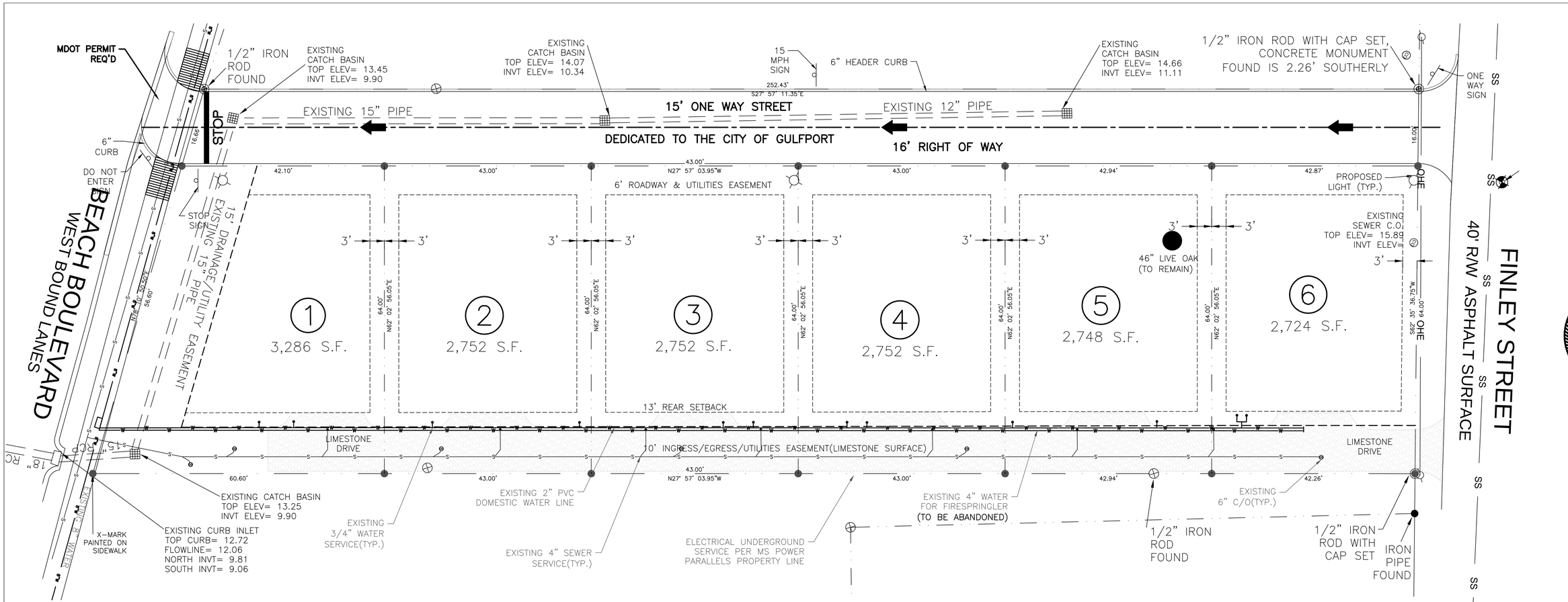
Sheet: EXISTING CONDITIONS & DEMOLITION PLAN

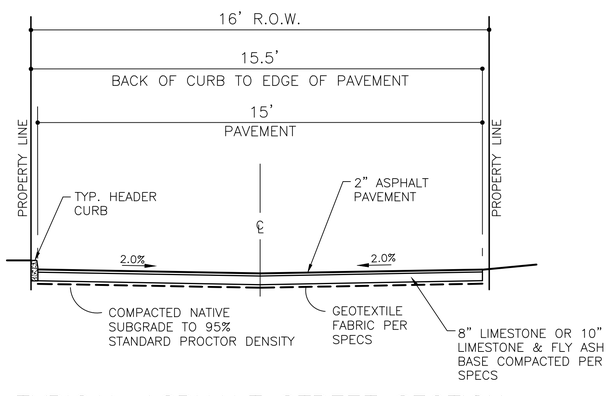
Project: BEACHPLACE SUBDIVISION
FINLEY STREET
GULFPORT, MS

Date 1-4-21
Drawn By S.G.C.
Check By R.B.H.
REV

C2

Project No 19-031





TYPICAL ASPHALT STREET SECTION

N.T.S.

SITE NOTES:

1. CONTRACTOR TO ENSURE ALL CURB RAMPS AND SIDEWALKS MEET ADA REQUIREMENTS.

ROAD CONSTRUCTION NOTES:

1. THE ROUGH GRADED ROAD SURFACE SHALL BE PROOF-ROLLED WITH A HALF FILLED LOADED DUMP TRUCK IN THE PRESENCE OF THE PROJECT ENGINEER/REPRESENTATIVE AND THE CITY ENGINEER. ANY AREAS SHOWN TO BE SOFT AND YIELDING SHALL BE UNDERCUT AND THE UNSUITABLE MATERIAL SHALL BE REPLACED WITH STABLE MATERIAL. THE PURPOSE OF THIS IS TO DETECT AND CORRECT ANY AREAS OF NATIVE MATERIAL WHICH WILL BE UNSUITABLE TO INCORPORATE INTO THE SUB-BASE.

2. PRIOR TO PAVING, THE SUB-BASE SHALL BE PROOF-ROLLED WITH A HALF FILLED LOADED DUMP TRUCK IN THE PRESENCE OF THE PROJECT ENGINEER/REPRESENTATIVE AND THE CITY ENGINEER. ALL SOFT AREAS SHALL THE ADDRESSED AS MENTIONED ABOVE.

SITE DATA TABLE

ZONING	R-1
ACREAGE	0.48 AC
MIN. LOT SIZE	30' X 64'
SETBACKS	
FRONT SB = 6'	
SIDE SB = 3'	
REAR SB = 3' OR OTHER THAN NOTED	

SITE LEGEND

- TYPICAL SIGN
- TYPICAL STOP BAR
- HEADER CURB
- CURB & GUTTER
- STREET LIGHT

ELEV = 15.85'	NAIL SET IN ROAD, FINLEY STREET

BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING; TOPOGRAPHIC INFORMATION BASED ON THE SAME

SUBJECT PROPERTY LIES WITHIN "AE" & "VE" FLOOD ZONES SHOWN HEREON PER FEMA PANEL 28047C0353G DATED JUNE 16, 2009

NOTE:
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LOT & STREET LAYOUT

SCALE: 1" = 10'-0"

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T. J. MORAN, JR.
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ENGINEER
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In Association With

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
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Ph (228) 896-6768

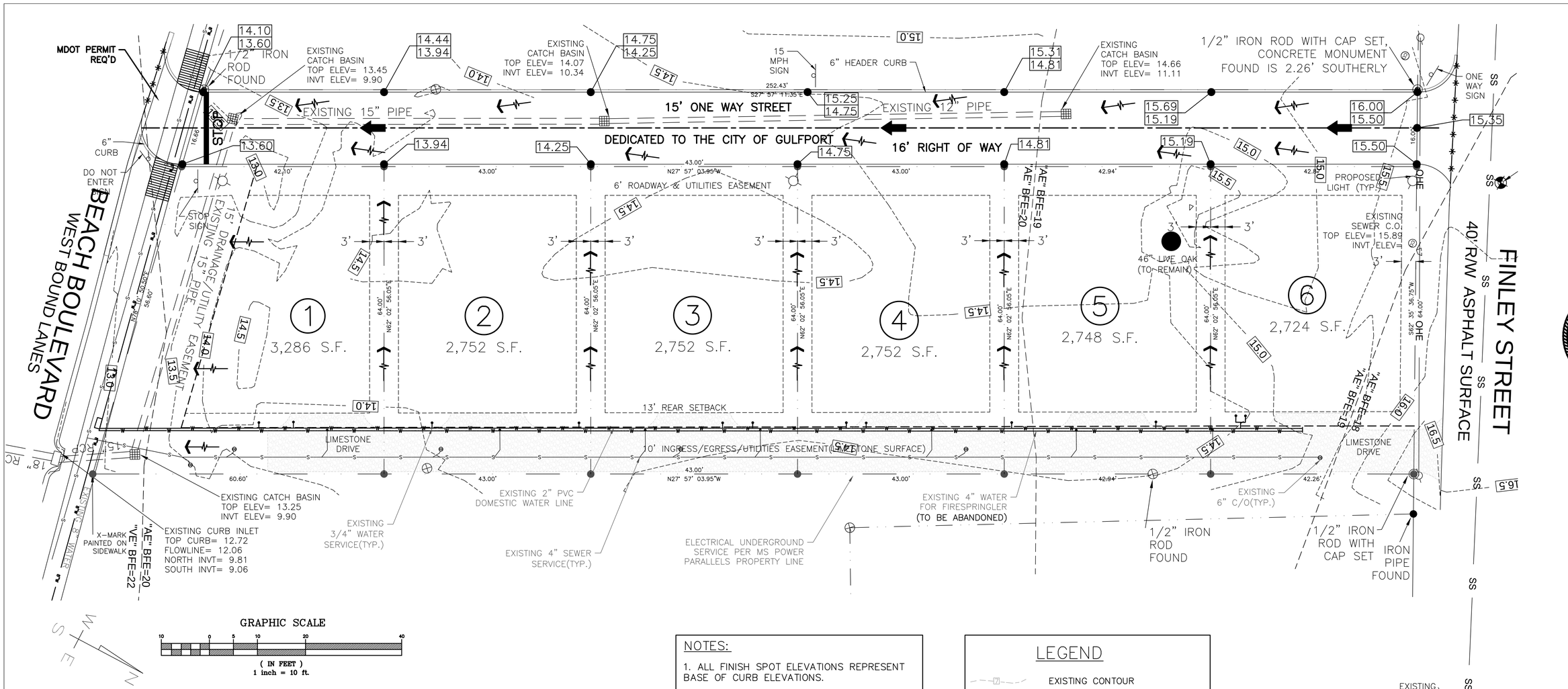
Sheet: LOT & STREET LAYOUT

Project: BEACHPLACE SUBDIVISION
FINLEY STREET
GULFPORT, MS

Date 1-4-21
Drawn By S.G.C.
Check By R.B.H.
REV

C3

Project No 19-031



NOTES:

1. ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.
2. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
3. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING; TOPOGRAPHIC INFORMATION BASED ON THE SAME

NAIL SET IN ROAD, FINLEY STREET
ELEV = 15.85'

SUBJECT PROPERTY LIES WITHIN "AE" & "VE" FLOOD ZONES SHOWN HEREON PER FEMA PANEL 28047C0353G DATED JUNE 16, 2009

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GRADING & DRAINAGE PLAN

SCALE: 1" = 10'-0"

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In Association With
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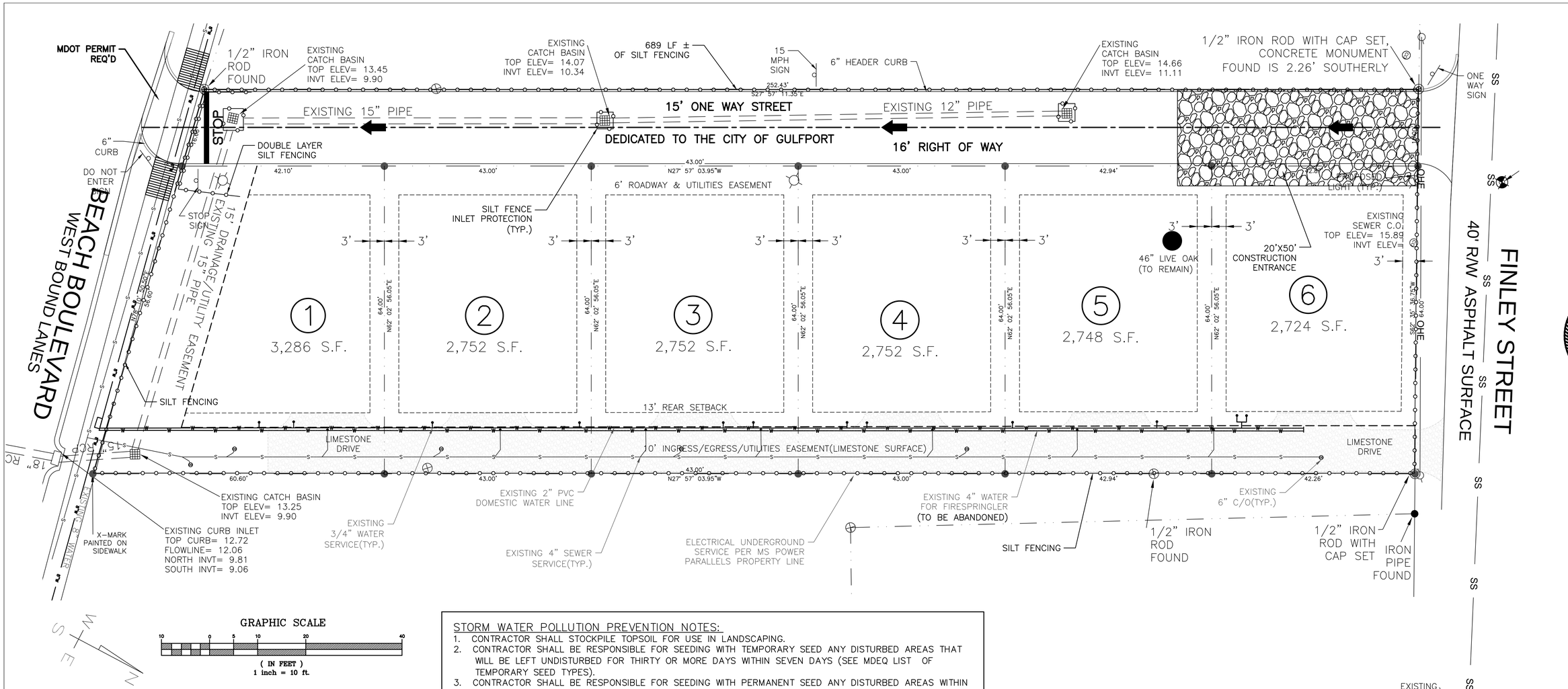
Ph (228) 896-6768

Sheet: GRADING & DRAINAGE PLAN
Project: BEACHPLACE SUBDIVISION FINLEY STREET GULFPORT, MS

Date 1-4-21
Drawn By S.G.C.
Check By R.B.H.
REV

C4

Project No 19-031



STORM WATER POLLUTION PREVENTION NOTES:

1. CONTRACTOR SHALL STOCKPILE TOPSOIL FOR USE IN LANDSCAPING.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH TEMPORARY SEED ANY DISTURBED AREAS THAT WILL BE LEFT UNDISTURBED FOR THIRTY OR MORE DAYS WITHIN SEVEN DAYS (SEE MDEQ LIST OF TEMPORARY SEED TYPES).
3. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH PERMANENT SEED ANY DISTURBED AREAS WITHIN SEVEN DAYS(SEE OWNER FOR TYPE OF LANDSCAPE TO BE USED).
4. ALL EQUIPMENT MAINTENANCE AND REPAIR SHALL BE DONE OFFSITE.
5. TRASH RECEPTACLES SHALL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE.
6. THE MAIN TRASH COLLECTION BIN SHALL BE PLACED NEAR THE NORTHEAST CORNER OF THE CONSTRUCTION ENTRANCE. CONTRACTOR SHALL COORDINATE PICKUP WITH THE CITY AND SHALL ENSURE THAT COLLECTION IS DONE A MINIMUM OF ONCE A WEEK.
7. CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
8. CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY.
8. CONTRACTOR SHALL MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER BY RESEEDING, FERTILIZATION, OR MULCHING AS NEEDED.
10. A TEMPORARY OFFICE AND PORTABLE TOILET BUILDINGS SHALL BE LOCATED AT THE SOUTH ENTRANCE TO THE SITE AND AT LOCATIONS SO THAT NO PART OF THE PROJECT IS MORE THAN 1,000 FEET FROM A TOILET FACILITY. THESE STRUCTURES WILL BE MAINTAINED ON A REGULAR SCHEDULE BY A LICENSED DISPOSAL COMPANY.

BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING; TOPOGRAPHIC INFORMATION BASED ON THE SAME

NAIL SET IN ROAD, FINLEY STREET
ELEV = 15.85'

SUBJECT PROPERTY LIES WITHIN "AE" & "VE" FLOOD ZONES SHOWN HEREON PER FEMA PANEL 28047C0353G DATED JUNE 16, 2009

NOTE:
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EROSION CONTROL PLAN

SCALE: 1" = 10'-0"

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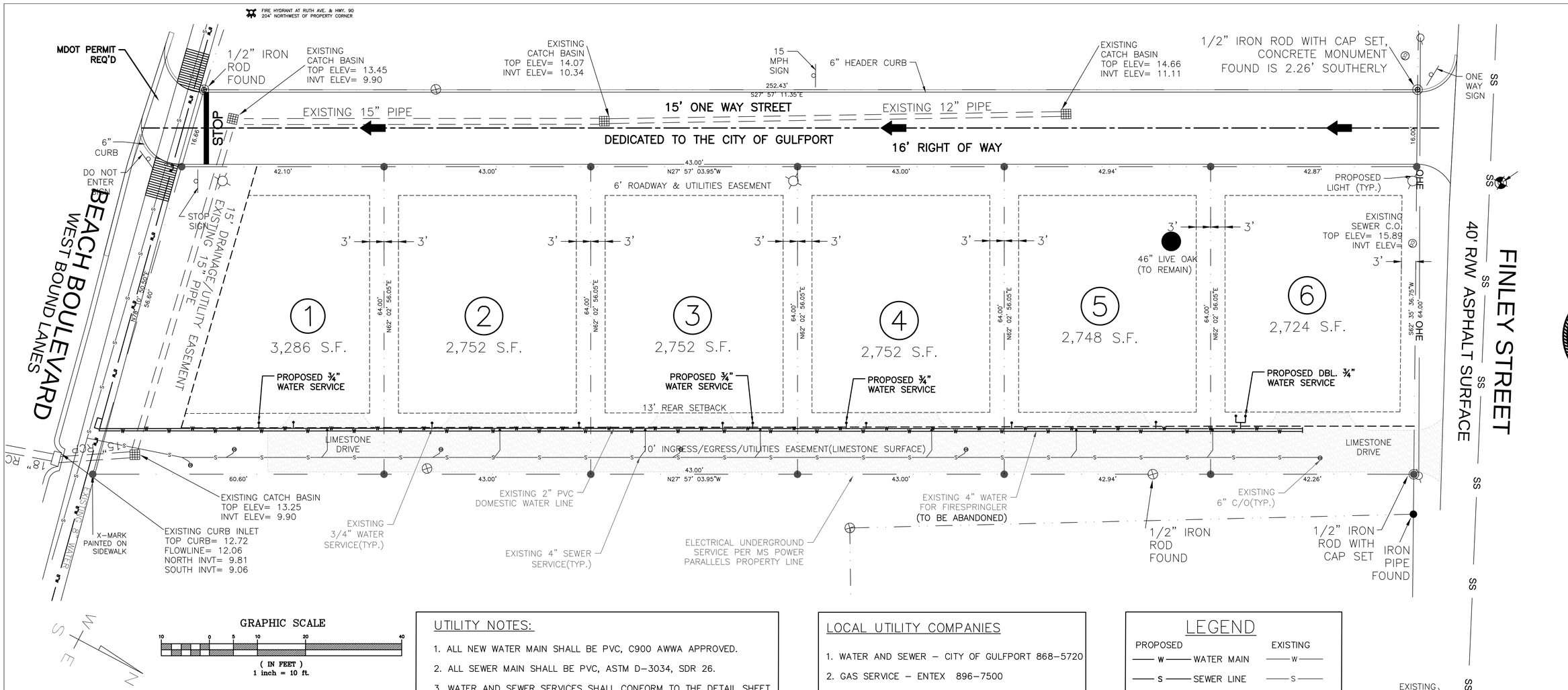
Ph (228) 896-6768

Sheet: EROSION CONTROL PLAN
Project: BEACHPLACE SUBDIVISION FINLEY STREET GULFPORT, MS
Date 1-4-21
Drawn By S.G.C.
Check By R.B.H.
REV

C5
Project No 19-031



GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, ASTM D-3034, SDR 26.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.
7. ALL PRESURE AND LEAKAGE TEST MUST BE IN ACCORDANCE WITH AWWA C-600.
8. DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

LOCAL UTILITY COMPANIES

1. WATER AND SEWER – CITY OF GULFPORT 868-5720
2. GAS SERVICE – ENTEX 896-7500
3. TV CABLE SERVICE – SPARKLIGHT 864-1506
4. ELECTRICAL SERVICE – MS POWER CO. 868-9800
5. TELEPHONE SERVICE – BELLSOUTH 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

LEGEND

PROPOSED		EXISTING
W	WATER MAIN	W
S	SEWER LINE	S
G	GAS LINE	G
FM	FORCE MAIN	FM
FOC	FIBER OPTIC CABLE	FOC

POWER POLE
CLEAN-OUT
MANHOLE
WATER VALVE
FIRE HYDRANT
WATER METER
GAS VALVE

NAIL SET IN ROAD, FINLEY STREET
ELEV = 15.85'

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UTILITY PLAN

SCALE: 1" = 10'-0"

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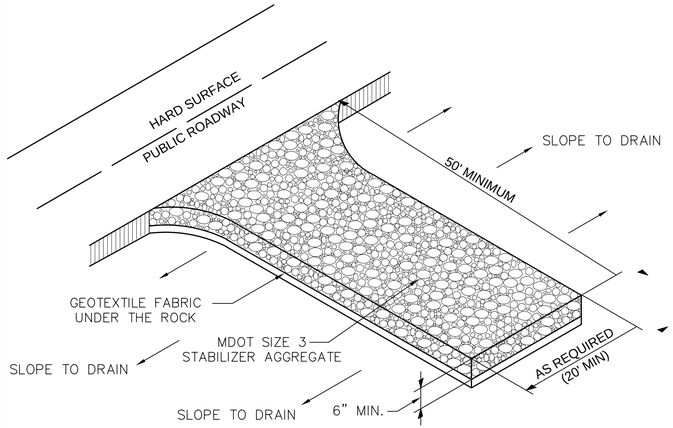
Ph (228) 896-6768

Sheet: UTILITY PLAN
Project: BEACHSCAPE SUBDIVISION FINLEY STREET GULFPORT, MS
Date 1-4-21
Drawn By S.G.C.
Check By R.B.H.
REV
C6
Project No 19-031

EROSION CONTROL DETAILS



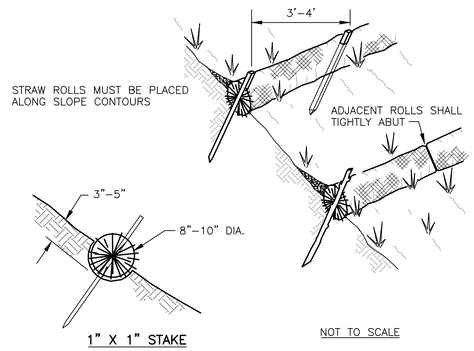
NOTES:

1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT_ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"–5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295–B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
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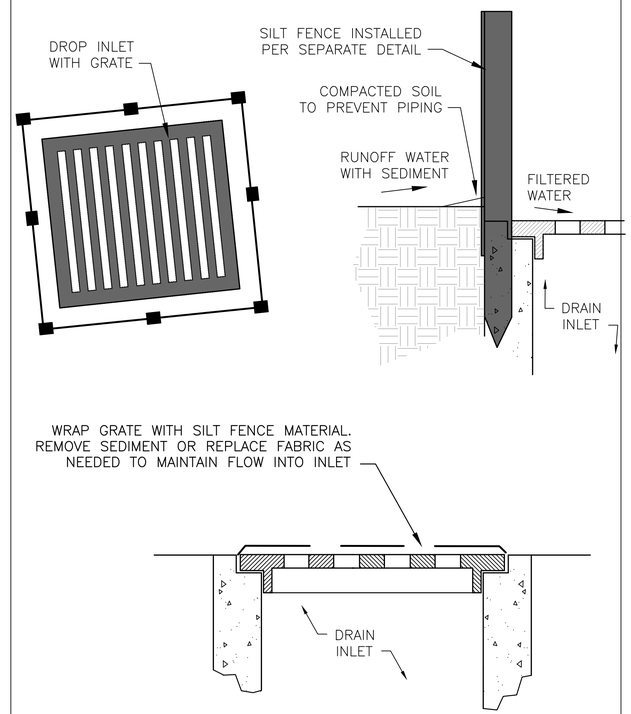
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	

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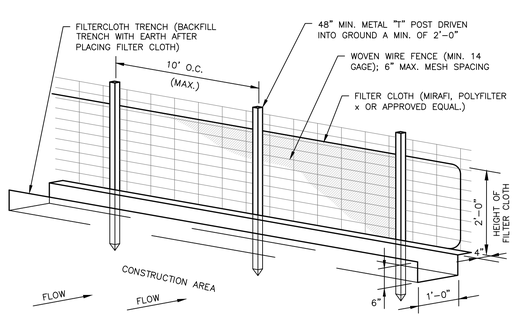

CONSTRUCTION SPECIFICATIONS

INSTALLATION:
1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10–FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 6–FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6–INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

MAINTENANCE:
1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.–1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
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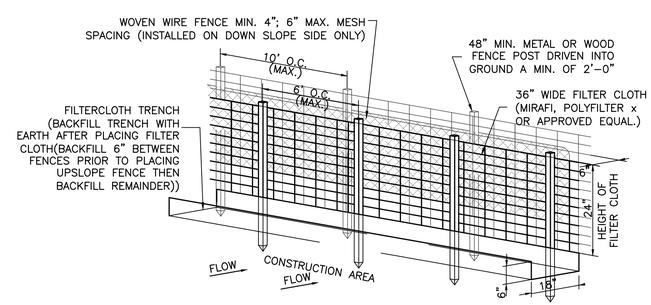

CONSTRUCTION SPECIFICATIONS

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS BY USE OF WIRE TIES.
2. 36" WIDE FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE BY USE OF WIRE TIES SPACED EVERY 24" X 24".
3. SILT FENCES TO BE INSTALLED IN LOCATIONS AS SHOWN ON THE EROSION CONTROL PLAN PRIOR TO BEGINNING CONSTRUCTION TO CONTROL SEDIMENT RUNOFF.
4. SILT FENCES TO BE MAINTAINED AND CLEANED AS NECESSARY TO MAINTAIN IN FUNCTIONAL CONDITION.
5. SILT FENCES TO BE REMOVED AND THE AREA TO BE RESTORED TO ITS NATURAL CONDITION WHEN PERMANENT EROSION AND SEDIMENT CONTROL PROCEDURES ARE EFFECTIVE.

DOUBLE LAYER SILT FENCE DETAIL

N.T.S.

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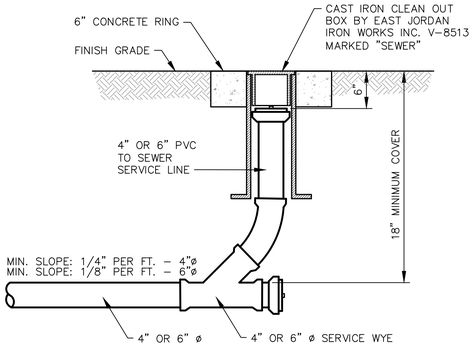
Sheet CONSTRUCTION DETAILS
Project BEACHPLACE SUBDIVISION
FINLEY STREET
GULFPORT, MS
Date 1-04-21
Drawn By S.G.C.
Check By R.B.H.
REV.
Sheet CD1
Project No 19–031

CONSTRUCTION DETAILS



NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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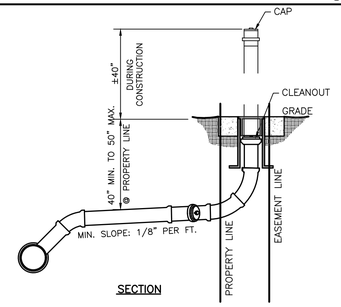
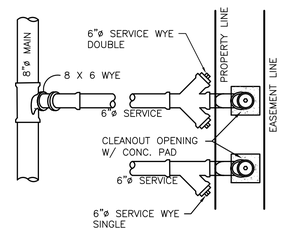
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



SECTION

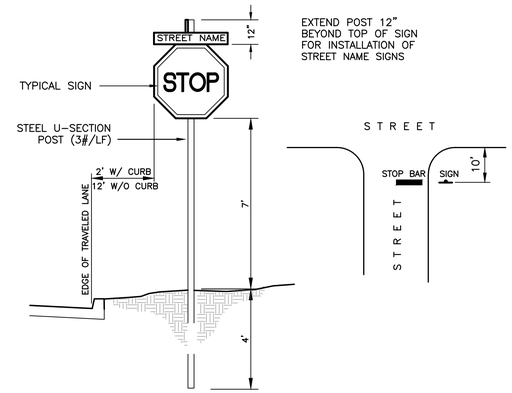


PLAN

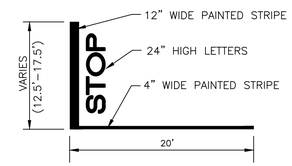
TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
1422 23RD AVENUE, GULFPORT, MS 39501
PH. 228-868-5881 FAX. 228-868-5922



SIGN INSTALLATION DETAIL

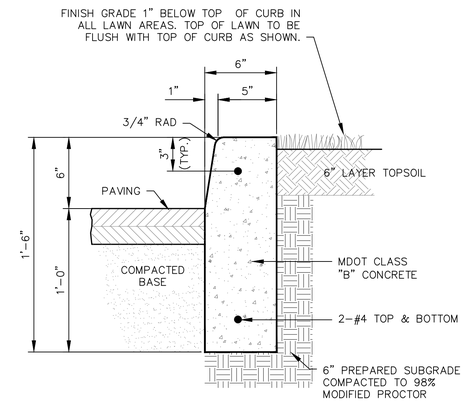


STOP BAR DETAIL

STOP SIGN & BAR DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585	
DR. BY:	FILE: STOPSIGN	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

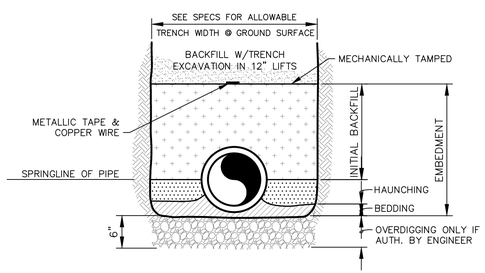


NOTE:
1/2" PREMOLDED EXPANSION JOINT REQ'D @ 40 O.C. AND SCORE @ 10' O.C.

FREE STANDING CURB		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: FREECURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

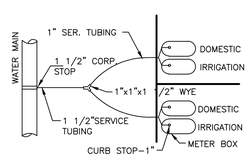
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

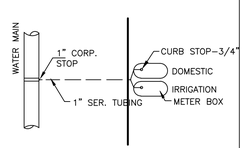
PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

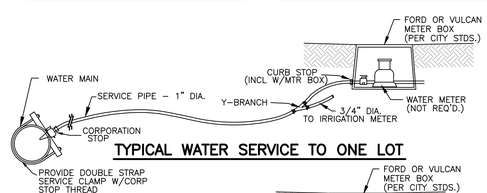
Gulfport — MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



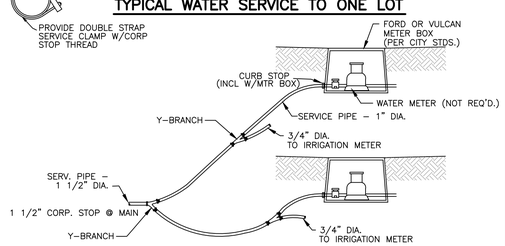
PLAN-TYPICAL DOUBLE SERVICE



PLAN-TYPICAL SINGLE SERVICE



TYPICAL WATER SERVICE TO ONE LOT



TYPICAL WATER SERVICE TO TWO LOTS

TYPICAL WATER SERVICES		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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ENGINEERING & PUBLIC WORKS DEPARTMENT
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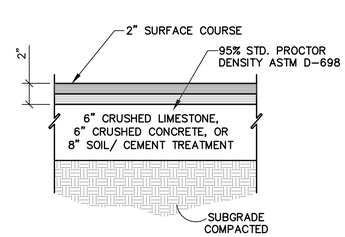
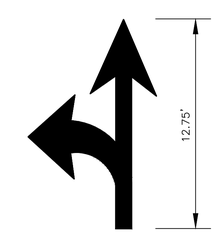
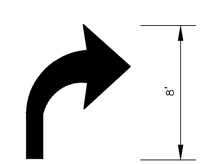


ASPHALT PAVEMENT DETAIL

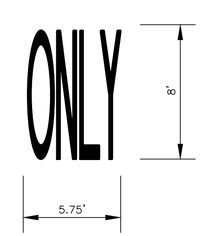
N.T.S.



TURN & THROUGH LANE-USE ARROW



TURN LANE-USE ARROW



PAVEMENT MARKING DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02580	
DR. BY:	FILE: STRIPE	

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STANDARD CONSTRUCTION DETAILS

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In Association With

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RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave, Suite B - Gulfport, MS 39501
Ph (228) 896-6768

Sheet CONSTRUCTION DETAILS

Project BEACHPLACE SUBDIVISION
FINLEY STREET
GULFPORT, MS

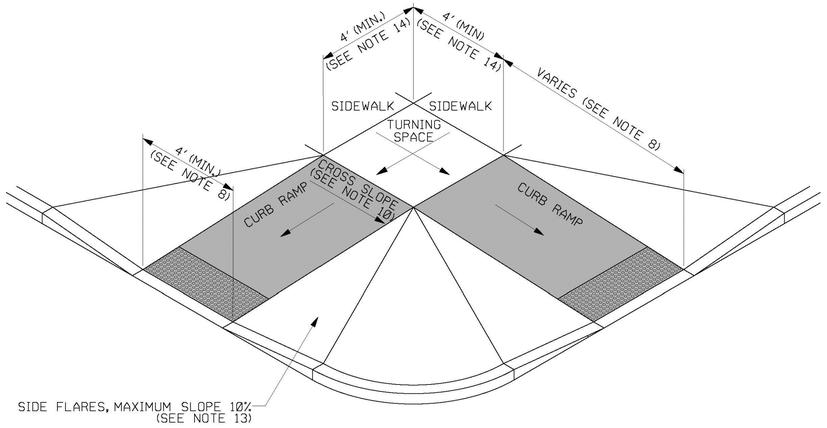
Date 1-04-21
Drawn By S.G.C.
Check By RBH
REV.

Sheet CD2

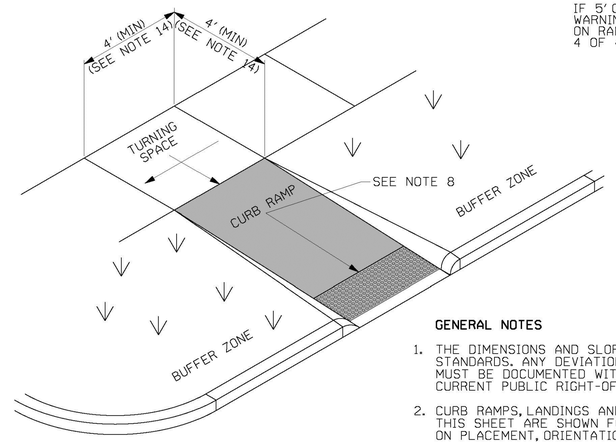
Project No 19-031

CURB RAMP DETAILS

STATE	PROJECT NO.
MISS.	

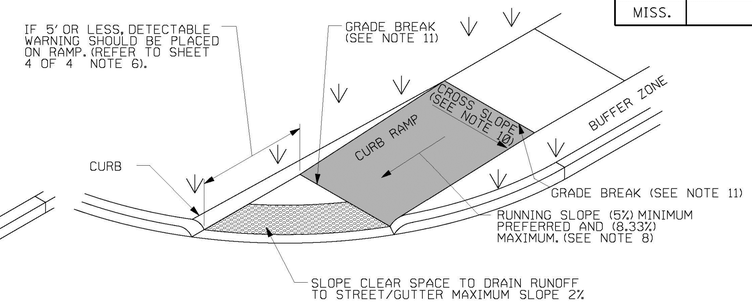


TYPE 1 - PERPENDICULAR CURB RAMP

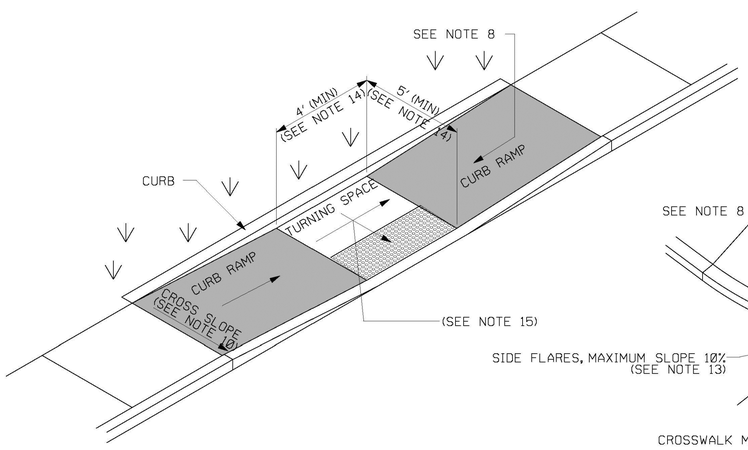


TYPE 2 - PERPENDICULAR RETURNED CURB RAMP

SIDES OF CURB RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.

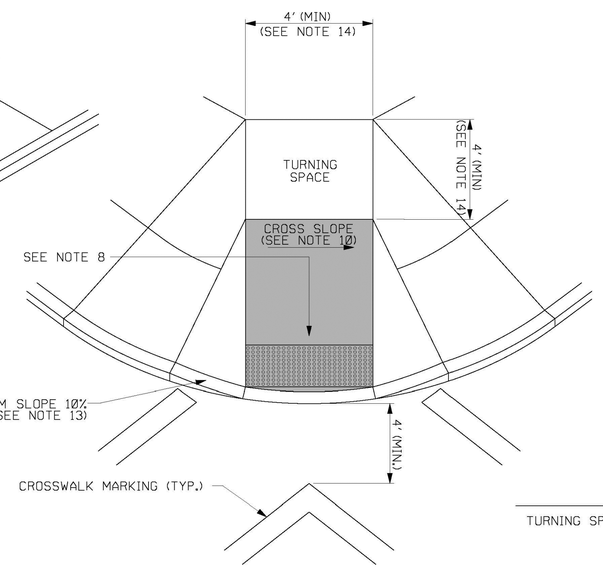


TYPE 3 - ALTERNATE PERPENDICULAR RETURNED CURB RAMP



TYPE 4 - PARALLEL CURB RAMP

THE CURB BEHIND THE TURNING SPACE AND RAMPS IS NOT REQUIRED, BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.



TYPE 5 - DIAGONAL CURB RAMP

DIAGONAL CURB RAMPS ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.

GENERAL NOTES

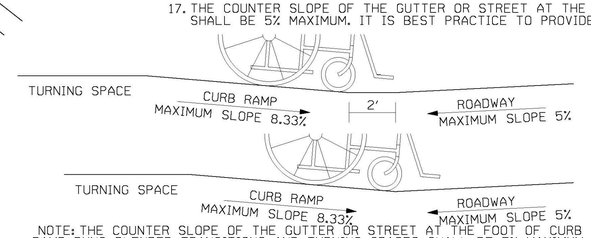
1. THE DIMENSIONS AND SLOPES PRESENTED IN THE DETAILS ARE THE MINIMUM NECESSARY TO COMPLY WITH THE ADA AND MDOT STANDARDS. ANY DEVIATION LESS THAN THE MINIMUM WIDTH OR GREATER THAN THE MAXIMUM SLOPE FROM THESE STANDARDS MUST BE DOCUMENTED WITH THE STANDARDS BEING MET TO THE GREATEST EXTENT PRACTICABLE AND CONSISTENT WITH THE MOST CURRENT PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CURB RAMPS, LANDINGS AND BLENDED TRANSITIONS MAY REQUIRE THE USE OF DETECTABLE WARNINGS. DETECTABLE WARNINGS ON THIS SHEET ARE SHOWN FOR ILLUSTRATION ONLY. REFER TO THE DETECTABLE WARNING DETAILS ON SHEET 4 OF 4 FOR DETAILS ON PLACEMENT, ORIENTATION & DIMENSIONS.
3. THE LOCATION, ORIENTATION, AND TYPE OF CURB RAMPS SHALL BE AS SHOWN IN THE PLANS.
4. ANY COMBINATION OF PERPENDICULAR, PERPENDICULAR RETURNED, AND PARALLEL CURB RAMPS MAY BE USED TO ACHIEVE AN ACCESSIBLE DESIGN AS LONG AS THE BASIC REQUIREMENTS FOR CURB RAMPS ARE MET.
5. CURB RAMPS SHALL BE PAID FOR AS SIDEWALK.
6. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4".
7. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.

CURB RAMP NOTES:

8. THE CLEAR WIDTH OF CURB RAMP RUNS (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE THE WIDTH OF THE SIDEWALK, OR 4' MINIMUM. THE RUNNING SLOPE OF A CURB RAMP SHALL BE 5% MINIMUM, AND 8.33% MAXIMUM (7.1% PREFERRED). THE RUNNING SLOPE OF BLENDED TRANSITIONS SHALL BE 5% MAXIMUM.
9. WHERE THE SLOPE OF THE ROADWAY EXCEEDS 8.33%, THE CURB RAMP LENGTH IS THE LENGTH NECESSARY TO MEET THE EXISTING SIDEWALK. IT IS NOT NECESSARY THAT THE RAMP EXCEED 15'.
10. THE CROSS SLOPE OF CURB RAMPS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE IS PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
11. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
12. RAMP TRANSITIONS BETWEEN WALKS, TURNING SPACES, LANDINGS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT VERTICAL CHANGES.
13. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE SLOPED 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE.

TURNING SPACE NOTES:

14. A TURNING SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED AT THE TOP OF PERPENDICULAR RAMPS AND AT THE BOTTOM OF PARALLEL RAMPS. TURNING SPACES ARE ALLOWED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. IF THE TURNING SPACE IS CONSTRAINED BY A CURB, WALL, OR OTHER OBSTRUCTION, THE TURNING SPACE SHALL BE 4' MINIMUM BY 5' MINIMUM, WITH THE 5' DIMENSION PROVIDED IN THE DIRECTION OF TRAVEL TOWARD THE CONSTRAINT.
15. THE RUNNING SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). THE CROSS SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
16. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
17. THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2' LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%.



NOTE: THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2' LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%

COUNTER SLOPE CONDITIONS

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CURB RAMPS

RAMP DESIGN ELEMENTS

SHEET 1 OF 4

WORKING NUMBER SDCCR-1

SHEET NUMBER

FILENAME: SDCCR.DGN

DESIGN TEAM _____ CHECKED _____ DATE 12/6/13

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Biloxi, MS 39535 Fax (228) 896-6769

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Sheet CONSTRUCTION DETAILS

Project BEACHPLACE SUBDIVISION FINLEY STREET GULFPORT, MS

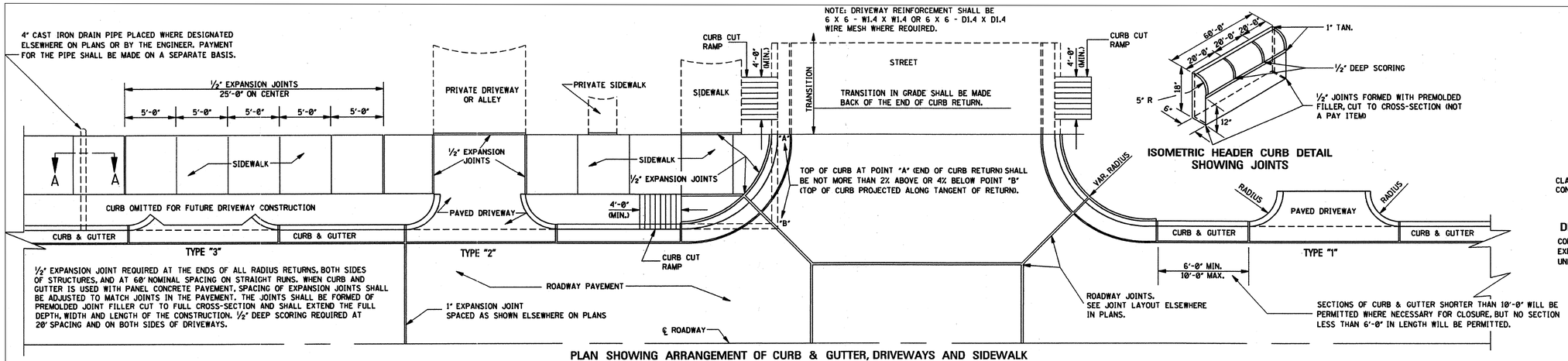
Date 1-04-21
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet CD3

Project No 19-031

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

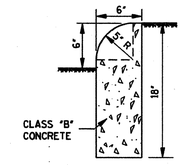
12/9/2013 9:26 AM SDCCR.DGN



½" EXPANSION JOINT REQUIRED AT THE ENDS OF ALL RADIUS RETURNS, BOTH SIDES OF STRUCTURES, AND AT 60' NOMINAL SPACING ON STRAIGHT RUNS. WHEN CURB AND GUTTER IS USED WITH PANEL CONCRETE PAVEMENT, SPACING OF EXPANSION JOINTS SHALL BE ADJUSTED TO MATCH JOINTS IN THE PAVEMENT. THE JOINTS SHALL BE FORMED OF PREMOLDED JOINT FILLER CUT TO FULL CROSS-SECTION AND SHALL EXTEND THE FULL DEPTH, WIDTH AND LENGTH OF THE CONSTRUCTION. ½" DEEP SCORING REQUIRED AT 20' SPACING AND ON BOTH SIDES OF DRIVEWAYS.

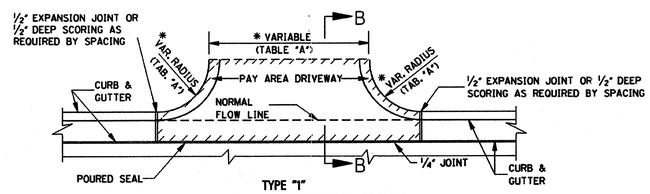
PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

ISOMETRIC HEADER CURB DETAIL SHOWING JOINTS



DETAIL OF HEADER CURB

CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

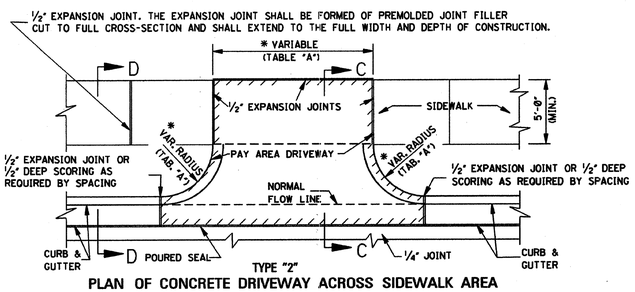


PLAN OF CONCRETE DRIVEWAY

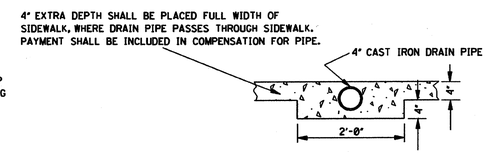
11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"

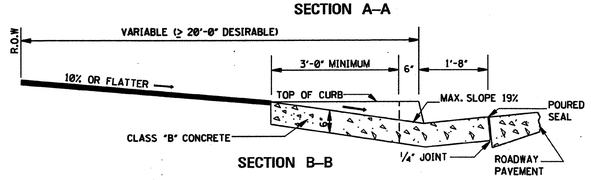
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'



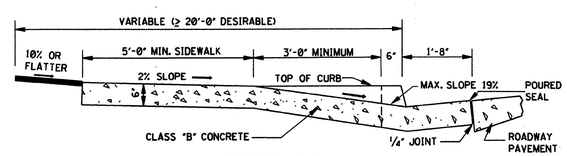
PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA



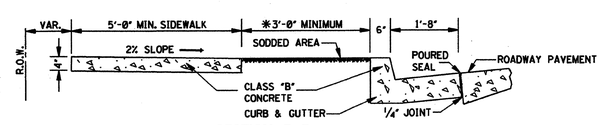
SECTION A–A



SECTION B–B

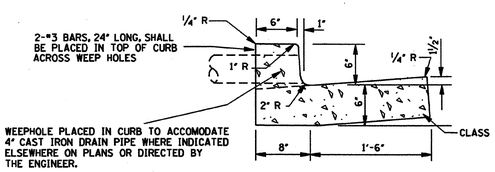


SECTION C–C

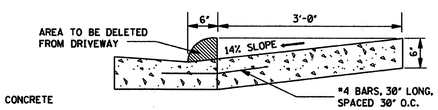


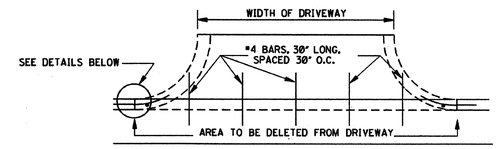
SECTION D–D

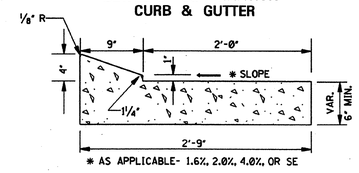
*NOTE: THE 3'-0" BUFFER SHOWN IS FOR A BUFFER ZONE. BUFFER ZONE IS NOT REQUIRED UNLESS INDICATED ELSEWHERE ON PLANS.



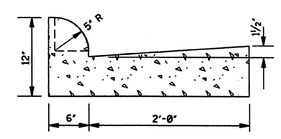
DETAIL OF COMBINATION CURB & GUTTER



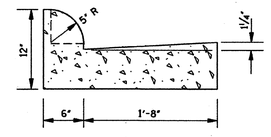




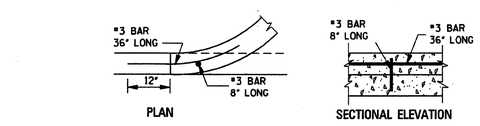
DETAIL OF COMBINATION CURB & GUTTER



DETAIL OF COMBINATION CURB & GUTTER



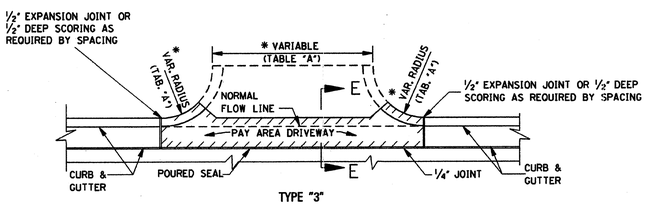
DETAIL OF COMBINATION CURB & GUTTER



PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP–FORM PLACEMENT OF CURB & GUTTER

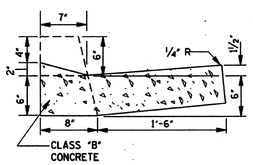
GENERAL NOTES:

1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A ½" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

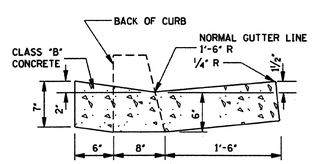


PLAN–CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



SECTION E–E



DETAIL OF VALLEY GUTTER

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075
Biloxi, MS 39535
Ph (228) 896-4733
Fax (228) 896-6769
TME
TERRY MORAN ENGINEERING & SURVEYING
T. J. MORAN, JR. REGISTERED PROFESSIONAL ENGINEER ENGINEER 6005 STATE OF MISSISSIPPI
In Association With
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave. Suite B - Gulfport, MS 39501
Ph (228) 896-6768

Sheet CONSTRUCTION DETAILS
Project BEACHPLACE SUBDIVISION FINLEY STREET GULFPORT, MS
Date 1-04-21
Drawn By S.G.C.
Check By RBH
REV.

MDOT DRIVEWAY w/ CURB & GUTTER				
DATE: 5/19/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 02521			
DR. BY: KED	FILE: MDOT CURB 1			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5823 FAX. 228-868-5822

Sheet CD4
Project No 19-031

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BEACHPLACE SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the___day of _____, 2021, A.D., by Beachplace Subdivision LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Beachplace Subdivision LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand eight hundred (1,800) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

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approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Beachplace Subdivision LLC Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Beachplace Subdivision LLC Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an 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.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, an each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms or this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meets its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments

applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver o the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars ($20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recoded first mortgage. Sale or transfer of any

lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair of reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILTY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed,

and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in wiring, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the _____ day of _____, A.D., 2021.

By:_____

Beachplace Subdivision LLC

"Exhibit A"

Legal Description:

(refer to recording plat for legal description)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this____day of 2021, A.D., within my jurisdiction, the within named Beachplace Subdivision LLC, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

NOTARY PUBLIC _____

MY COMMISION EXPIRES:_____

DRAFT

1st Judicial District
Instrument 2017 2778 D – J1
Filed/Recorded 5/ 5/2017 12:24 N
Total Fees $ 12.00
3 Pages Recorded

Prepared by:
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
2355 Pass Road
Biloxi, MS 39531
(228)388-7441
MSB # 10482

Return to:
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
2355 Pass Road
Biloxi, MS 39531

Index: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM 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 of which is hereby acknowledged,

Acorn of Biloxi Mississippi, Inc., and
Janet Young, as the sole Officer, Director,
and Shareholder of Acorn of Biloxi Mississippi, Inc.
P.O. Box 6250
D'Iberville, MS 39540
228-547-6652

does hereby sell, convey and quitclaim unto:

Bidwell Holdings, Inc.
P.O. Box 6250
D'Iberville, MS 39540
228-547-6652

BIDWELL HOLDINGS.
LOT "A"
ACT

the following described property, together with the improvements situated thereon being located and situated in Harrison County, First Judicial District, Mississippi, to-wit:

Lot A, Beachplace Townhome Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 42 at Page 34 thereof, reference to which is hereby made in aid of and as a part of this description.

AD VALOREM TAXES for the current year and subsequent years are to be paid by Grantee.

This conveyance is made subject to all prior reservations of oil, gas and minerals in, on or under the above described property.

WITNESS our signatures this the 3RD day of May, 2017.

ACORN OF BILOXI MISSISSIPPI, INC.

BY: Janet Young
Janet Young, President

Janet Young
Janet Young, individually and as the sole Officer, Director, and Shareholder of Acorn Of Biloxi Mississippi, Inc.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Janet Young, who acknowledged that she is President of Acorn of Biloxi Mississippi, Inc., a Mississippi corporation, and that for and on behalf of said corporation she executed the above and foregoing instrument, after first having been duly authorized so to do.

THIS the 3RD day of May, 2017.

Freida V. Bellew
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 24600 FREIDA V. BELLEW Commission Expires April 3, 2021 HARRISON COUNTY

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Janet Young, who acknowledged that she is the sole Officer, Director, and Shareholder of Acorn Of Biloxi Mississippi, Inc., a Mississippi corporation, and that she executed the above and foregoing instrument, in said individual and representative capacities therein stated.

THIS the 3RD day of May, 2017.

Freida V. Bellew
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 24600 FREIDA V. BELLEW Commission Expires April 3, 2021 HARRISON COUNTY

My Commission Expires:_____

BOOK 1468 PAGE 369

return to

This Instrument Prepared By
Gulf Title Company, Inc.
P.O. Box 280
Gulfport, MS 39502
Telephone (228) 865-0011

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, HEINZ SCHWARZ and wife, CAROL SCHWARZ, 11027 Ellis Drive, Gulfport, MS 39503, (228) 539-4645, do hereby sell, convey and warrant unto ACORN OF BILOXI MISSISSIPPI, INC., 14601-B Lemoyne Blvd, Biloxi, MS 39532, (228) 392-7400, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

The East Forty (40) feet of Lot Five (5) and the West Forty (40) feet of Lot Four (4), Block Four (4), MCCAUGHAN'S GREAT SOUTHERN ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 40 (Copy Book 1A at Page 87) thereof, reference to which is hereby made in aid of and as a part of this description

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

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

WITNESS OUR SIGNATURES, on this the 28th day of September, 1999.

HEINZ SCHWARZ

Carol Schwarz
CAROL SCHWARZ

ACORN JAN
Common AREA
[redacted]

Vesting Deed prior to Plat

Common Area as drawn on Plat is what is "left" (after Lots A-H, as drawn)

REMAINDER OF COMMON AREA.

STATE OF MISSISSIPPI BOOK 1468 PAGE 370

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, HEINZ SCHWARZ and wife, CAROL SCHWARZ, who acknowledge that the above and foregoing instrument of writing was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of September, 1999.

Cynthia D Cuevas
NOTARY PUBLIC

My Commission Expires:

Instrument No. 7786

STATEMENT OF FEES

Recording Fee $6.00

Records Management Fee $1.00

Abstracting Certificate Fee $1.00

Marginal Entry Fee

Other

TOTAL FEES COLLECTED $8.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

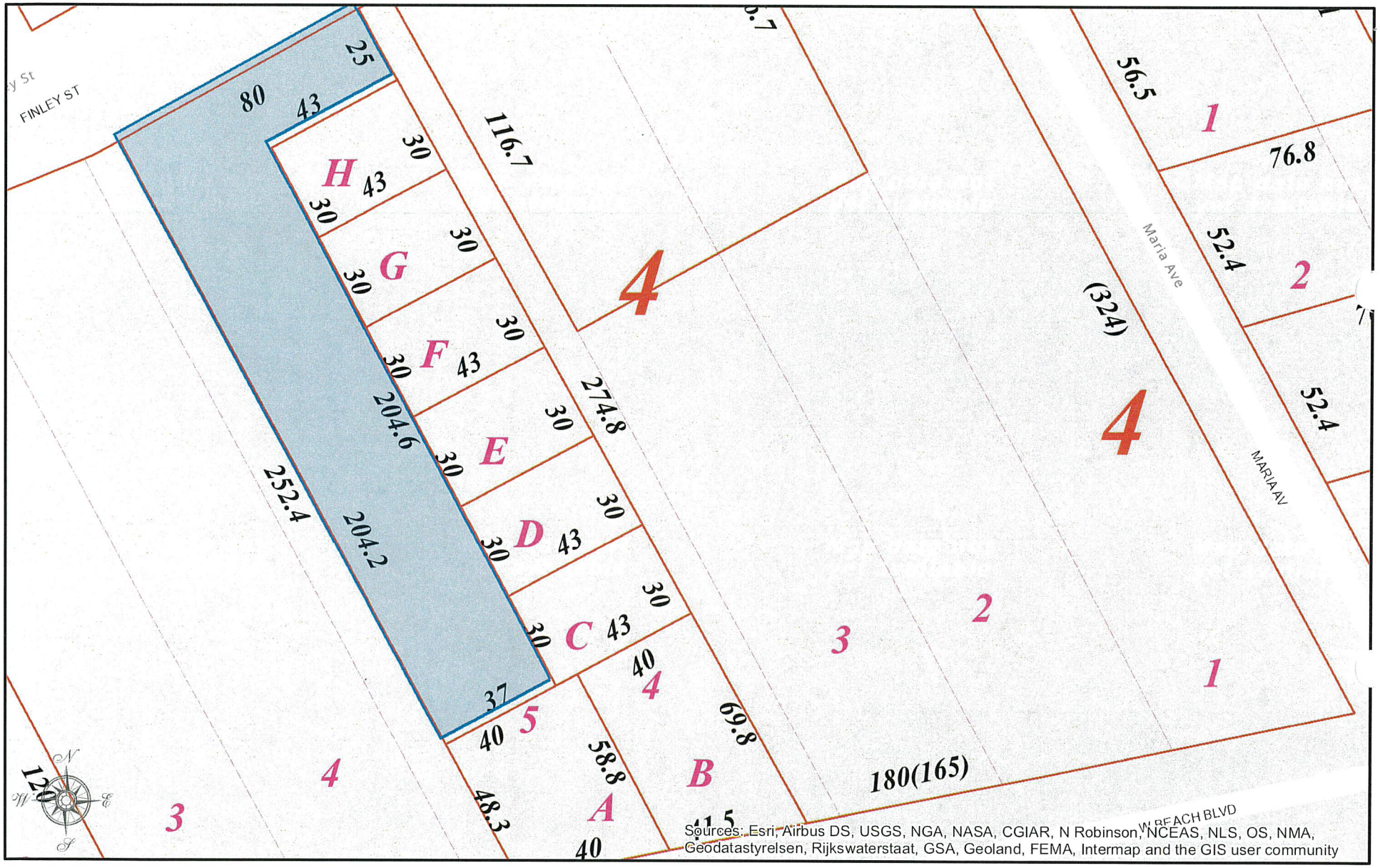
I hereby certify that this instrument was received and filed for record at 2 o'clock and 21 minutes P. M. on 30th day of September, A.D. 19 99 and recorded Oct 1, 19 99 in Records of Deeds Book 1468 Pages 369-370

JOHN McADAMS, Chancery Clerk

By D.C.

LAWRENCE-GREENWOOD 00685

My Map



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY,TAX ASSESSOR.

MAP DATE: February 28, 2021

0 40 80
Feet

Currently it's 88.6°F and winds are from the NNW @ 6.0 mph

Tax Assessor
Contact Us
Appeals
Calendar
County Tax Rolls
Downloads
Homestead
Links
Millage Rates
Mobile Home
Online Mapping
Personal Property
Values and Taxes

Search Harrison County Online!
Search

County Address and Phone Directory

Harrison County Judicial 1
1801 23rd Ave
Gulfport, MS 39501

Harrison County Judicial 2
730 Dr. Martin Luther King, Jr. Blvd
Biloxi, MS 39530

Follow us On

HOME > ELECTED > TAXASSESSOR > LANDROLL > TAXROLLS

Property Information Search Results

Use the print link below this record to print a borderless copy of this record

2020 Official Landroll Information

ACORN OF BILOXI MISSISSIPPI INC
14601-B LEMOYNE BLVD BILOXI, MS 39532

Physical Street Address:
0 BEACH

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0711N-02-103.001	109461	3G		1

Supervisor District:	Subdivision:
3	BEACHPLACE TOWNHOME SUBD

Exemption Code
Common *Area***

Section	Township	Range
07	08	11

Instrument Number(s)
1468/0369, 1328/0253, 1283/0464, 1226/0640, 1226/0638, 1226/0633, 1226/0631, 1226/0628, 1226/0626, 1226/0623, 1226/0621, 0835/0097

Acres	Land Value	Improvements	Total Value	Assessed Value
0	0	0	0	0

Legal Description
-COMMMON AREA- BEG 160 FT W OF INTER OF W MAR OF MARIA AVE & S MAR OF FINLEY ST SWLYALONG FINLEY ST 80 FT S 28 DG E 204.2 FT N 61 DG E 37 FT N 28 DG W 180 FT N 62 DG E 43 FT N 28 DG W 25 FT TO POB BEING PART OF LOTS 4 & 5 BLK 4 MCCAUGHANS GREAT SOUTHERNADD SEC 7-8-11

There are 0 building description records attached to this parcel.

Please be advised that map data and imagery provided is data from 2014 and NOT year specific..
Click Here To View Map Data of This Parcel!

Click Here To Print This Page | Previous Page

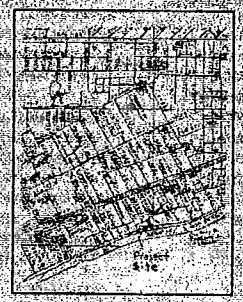
Currently, there are 920 people online
Harrison County Board of Supervisors
© 2002 - 2021

Judicial District 1 - 1801 23rd Ave Gulfport, MS 39501
Judicial District 2 - 730 Dr. Martin Luther King, Jr. Blvd Biloxi, MS 39530

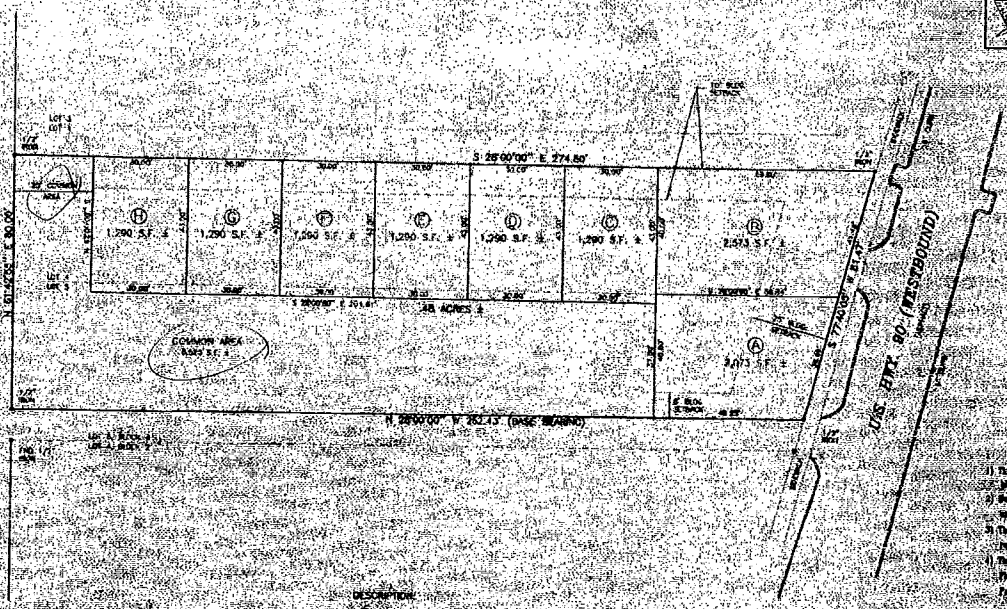
* Tax office "description"

PLAT: Book 42, Page 34 (A)

BEACHPLACE TOWNHOME SUBDIVISION



VICINITY MAP



GENERAL NOTES

1) The survey for property shown hereon is based on a current title report.
2) Subject property is subject to rights-of-way, easements and restrictions of any kind.
3) The survey data shown hereon represents an actual field survey.
4) This property is located in Flood Zone C
Panel # 280253 0007 C

DESCRIPTION

SURVEY MAP OF THE EAST 40' OF LOT 5, AND THE WEST 40' OF LOT 4, BLOCK 4, MCCAUGHAYS GREAT SOUTHERN ADDITION, CITY OF GULFPORT, HARRISON CO., MS.

DUKE LEVY & ASSOCIATES, P.A.
CONSULTING ENGINEERS
WAVELAND, MS 39576
(228) 467-5013 FAX (228) 467-9049

FINAL PLAT

DATE: 11/20	DUE: 11/19/99
DWG: 99-047	SHT: 1 OF 1

REV: 12/29/99

Plat Book 42, Pg 34

Shows 'Common Area' but no actual description written

LOT A &
COMMON AREA

UNOFFICIAL

1st Judicial District
Instrument 2017 2778 D -J1
Filed/Recorded 5/ 5/2017 12:24 N
Total Fees $ 12.00
3 Pages Recorded

Prepared by:
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
2355 Pass Road
Biloxi, MS 39531
(228)388-7441
MSB # 10482

Return to:
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
2355 Pass Road
Biloxi, MS 39531

Index: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

UNOFFICIAL

QUITCLAIM 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 of which is hereby acknowledged,

Acorn of Biloxi Mississippi, Inc., and
Janet Young, as the sole Officer, Director,
and Shareholder of Acorn of Biloxi Mississippi, Inc.
P.O. Box 6250
D'Iberville, MS 39540
228-547-6652

does hereby sell, convey and quitclaim unto:

Bidwell Holdings, Inc.
P.O. Box 6250
D'Iberville, MS 39540
228-547-6652

UNOFFICIAL

UNOFFICIAL

2

the following described property, together with the improvements situated thereon being located and situated in Harrison County, First Judicial District, Mississippi, to-wit:

Lot A, Beachplace Townhome Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 42 at Page 34 thereof, reference to which is hereby made in aid of and as a part of this description.

AD VALOREM TAXES for the current year and subsequent years are to be paid by Grantee.

This conveyance is made subject to all prior reservations of oil, gas and minerals in, on or under the above described property.

WITNESS our signatures this the 3RD day of May, 2017.

ACORN OF BILOXI MISSISSIPPI, INC.

BY: Janet Young
Janet Young, President

UNOFFICIAL

Janet Young
Janet Young, individually and as the sole Officer, Director, and Shareholder of Acorn Of Biloxi Mississippi, Inc.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Janet Young, who acknowledged that she is President of Acorn of Biloxi Mississippi, Inc., a Mississippi corporation, and that for and on behalf of said corporation she executed the above and foregoing instrument, after first having been duly authorized so to do.

THIS the 3RD day of May, 2017.

Freida V. Bellew
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 24600 FREIDA V. BELLEW Commission Expires April 3, 2021 HARRISON COUNTY

My Commission Expires:_____

UNOFFICIAL

UNOFFICIAL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Janet Young, who acknowledged that she is the sole Officer, Director, and Shareholder of Acorn Of Biloxi Mississippi, Inc., a Mississippi corporation, and that she executed the above and foregoing instrument, in said individual and representative capacities therein stated.

THIS the 3RD day of May, 2017.

Freida V. Bellew
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 24600
FREIDA V. BELLEW
Commission Expires
April 3, 2021
HARRISON COUNTY

My Commission Expires:_____

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL LOT. B

1st Judicial District
Instrument 2018 3084 D – J1
Filed/Recorded 5/21/2018 09:40 A
Total Fees $ 12.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Vieux Marche' Mall
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING: Unit B, Beachplace Townhome S/D
1st Judicial District, Harrison
County, MS

WARRANTY DEED

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

UNOFFICIAL

GAINES L. ADCOCK AND JUNE MARIE MORELAND
1037 Cumberland Pl
San Jose, CA 95125
(650)728-5775

do hereby sell, convey and warrant unto

NEW MILLENNIUM, INC., A MISSISSIPPI CORPORATION
2004 Bayou LaPorte,
Biloxi, MS 39531
(228)547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District Harrison County, Mississippi, more particularly and certainly described as follows:

Lot B, Beachplace Townhome Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

Together with all the right of ingress and egress to and from said units and the right in common with the other owners from time to time to use and enjoy said common elements, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Beachplace Townhome Subdivision, as the same may be from time to time amended.

Together with all tenements, hereditaments and appurtenances with every privilege, right title, interest and estate, revision remainder and easement thereto belonging or in any wise appertaining. There is excepted and reserve here from any portion of the common elements lying within said unit and easement through said

UNOFFICIAL

UNOFFICIAL

unit appurtenant to the common elements and other units, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Beachplace Townhome Subdivision herein above reference, together with all rights as set forth in said Declaration, and an undivided 1/7 percentage interest for each unit in the common elements of said project as described in the said Declaration including the land upon which said townhome is situated.

Subject, however, to all of the provisions of said Declarantion, and to the By-Laws and Rules and Regulations of Beachplace Townhome Subdivision, which the owners assume and agree to observe and perform, including but not limited to the payment of assessments for the maintenance and operations of said units and townhomes.

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District Harrison County, Mississippi.

Ad valorem taxes for the year 2018 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS our signatures on this the day of May, 2018.

Gaines L. Adcock
GAINES L. ADCOCK

UNOFFICIAL

June Marie Moreland
JUNE MARIE MORELAND

STATE OF CA
COUNTY OF Santa Clara

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named GAINES L. ADCOCK AND JUNE MARIE MORELAND, who acknowledged that ~~he~~/~~she~~/they signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 10 day of May, 2018.

Vanessa H. Vargas
NOTARY PUBLIC

My Commission Expires:
July 15 2021
(SEAL)

VANESSA ANGELA HUBBARD-VARGAS
Notary Public - California
Santa Clara County
Commission # 2205189
My Comm. Expires Jul 15, 2021

54299

UNOFFICIAL

UNOFFICIAL

LOT C
AND COMMON AREA

1st Judicial District
Instrument 2019 95 D – J1
Filed/Recorded 1/ 7/2019 10:35 A
Total Fees $ 12.00
3 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

MICHAEL F. SCHUVER and DIANNE M. SCHUVER
15148 Swan Lake Blvd.
Gulfport, MS 39503
(256)490-0935

UNOFFICIAL

do hereby sell, convey and warrant unto

NEW MILLENNIUM, INC.
A Mississippi Corporation
2004 Bayou LaPorte, Biloxi, MS 39531
(228)547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

INDEXING INSTRUCTIONS: Lot C, Beachplace Townhome Subdivision

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2019 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

UNOFFICIAL

UNOFFICIAL

2

WITNESS our signatures on this the 3rd day of January, 2019.

MICHAEL F. SCHUVER

Dianne Schuver
DIANNE M. SCHUVER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named MICHAEL F. SCHUVER and DIANNE M. SCHUVER, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 3rd day of January, 2019.

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 53889
MANDOLYN M. CUEVAS
Commission Expires
July 29, 2019
HARRISON COUNTY

My Commission Expires:
7-29-19
(SEAL)

UNOFFICIAL

55085

UNOFFICIAL

UNOFFICIAL

EXHIBIT "A"

Lot C, Beachplace Townhome Subdivision, as per the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

Together with all the right of ingress and egress to and from said units and the right in common with the other owners from time to time to use and enjoy said common elements, all set forth in the Declaration of Covenants, Conditions and Restrictions for Beachplace Townhome Subdivision, as the same may be from time to time amended.

Together with all of the tenements, hereditaments and appurtenances with every privilege, right title, interest and estate, revision remainder and easement thereto belonging or in any wise appertaining. There is is excepted and reserved here from any portion of the common elements lying within said unit and easement through said unit appurtenant to the common elements and other units, all as set forth in the Declaration of Covenants, Conditions and Restrictions for Beachplace Townhome Subdivision herein above referenced, together with all rights as set forth in said Declaration, and an undivided 1/7 percentage interest for each unit in the common elements of said project as described in the said Declaration including the land upon which said townhome is situated.

Subject, however, to all of the provisions of said Declaration, and to the By-Laws and Rules and Regulations of Beachplace Townhome Subdivision, which the owners assume and agree to observe and perform, including but not limited to the payment of assessments for the maintenance and operations of said units and townhomes.

UNOFFICIAL

DS

UNOFFICIAL

UNOFFICIAL

LOT D

1st Judicial District
Instrument 2019 2685 D – J1
Filed/Recorded 4/30/2019 12:24 N
Total Fees $ 12.00
5 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

UNOFFICIAL

JOEDNA R. FAGAN
and
RANDOLPH F. FAGAN
9108 West Simmons Bayou
Ocean Springs, MS 39564
(228) 875-7770

do hereby sell, convey and warrant unto

NEW MILLENNIUM, INC.,
A Mississippi Corporation
2004 Bayou LaPorte Drive
Biloxi, MS 39531
(228) 547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Lot D BeachPlace Townhome Subdivision, as per the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

INDEXING INSTRUCTIONS: Lot D Beachplace Townhome Subdivision

UNOFFICIAL

UNOFFICIAL

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2019 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS our signatures on this the 24th day of April, 2019.

JOEDNA R. FAGAN BY RANDOLPH F. FAGAN, JR. HER ATTORNEY IN FACT

RANDOLPH F. FAGAN BY RANDOLPH F. FAGAN, JR. HIS ATTORNEY IN FACT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

UNOFFICIAL

Personally appeared before me, the undersigned authority, in and for the said county and state, on this the 24th day of April, 2019, within my jurisdiction, the within named Randolph F. Fagan, Jr. who acknowledged that he is the Attorney in Fact for Joedna R. Fagan and Randolph F. Fagan and that in said representative capacity he executed and delivered the above and foregoing instrument, after having been duly authorized so to do.

GIVEN UNDER MY HAND, and official seal of office, this the 24th day of April, 2019.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 109964 KATIE M. SEYMOUR Commission Expires Aug. 19, 2022 JACKSON COUNTY

NOTARY PUBLIC

My Commission Expires:

Aug 19, 2022

(SEAL)

55091

UNOFFICIAL

UNOFFICIAL

3

REVIEWED

SCANNED

WALK THRU

CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI

1st Judicial District
Instrument 2016 4127 D -J1
Filed/Recorded 6/14/2016 04:30 P
Total Fees $ 12.00
3 Pages Recorded

PREPARED BY:
LUCKETT LAND TITLE, INC.
918 Washington Ave.
Ocean Springs, MS 39564
228-875-6172

RETURN TO:
RANDOLPH F. FAGAN, JR.
149 LINDA Drive
BILOXI, MS 39531
340 513-9504

UNOFFICIAL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

POWER OF ATTORNEY TO ACT IN ALL AFFAIRS

KNOW ALL MEN BY THESE PRESENTS, that I/We, RANDOLPH F. FAGAN, SR. AND JOCONA R. FAGAN of JACKSON County, Mississippi, have made, constituted and appointed, and by these presents do make, constitute and appoint RANDOLPH F. FAGAN, JR of HARRISON County, Mississippi, my true, lawful attorney, for me/us and in my/our name, place and stead, to ask, demand, sue for, collect and receive all sums of money, dividends, interest, payments on account of debts and legacies and all property due, or which may hereafter become due and owing to me/us, and to give good and valid receipts and discharges for such payments; to sell, assign and transfer stocks and bonds and securities standing in my/our name or belonging to me/us; to buy and sell securities of all kinds in my/our name and for my/our account and at such prices as shall seem good to my/our said Attorney-in-Fact; to sign, execute, acknowledge and deliver in my/our name all transfers and assignments of securities; to borrow money and to pledge securities for such loans if in the judgment of my/our Attorney-in-Fact such action should be necessary; to consent in my/our name to reorganizations and mergers, and to the exchange of securities for new securities; to manage real property, to sell, convey and mortgage realty, and to foreclose mortgages and to take title to

UNOFFICIAL

UNOFFICIAL

property in my/our name if my Attorney-in-Fact thinks proper; to executed, acknowledge and deliver deeds to real property, mortgages, releases, satisfactions and other instruments relating to realty, which my/our Attorney-in-Fact considers necessary; to place and effect insurance; to do business with banks, and particularly to endorse all checks and drafts made payable to my/our order and collect the proceeds; to sign in my/our name checks on all accounts standing in my/our name, and to withdraw funds from said accounts, to open accounts in my/our name or in my/our Attorney's name as my/our Attorney-in-Fact; to make such payments and expenditures as may be necessary in connection with any of the foregoing matters or with the administration of my/our affairs; to retain counsel and attorneys on my/our behalf, to appear for me/us in all actions and proceedings to which I/we may be party in the courts of the State of Mississippi or any other State in the United States, or in the United States Courts, to commence actions and proceedings in my/our name if necessary, to sign and verify in my/our name all complaints, petitions, answers and other pleadings of every description; to represent me/us in all income tax matters before all officers of the Income Tax Bureau, to make and verify income tax returns, claims for refunds, requests for extensions of time, and consents in my/our name to execute petitions to the Board of Tax Appeals and to cause me/us to be represented in such proceedings; hereby giving and granting to my/our said Attorney-in-fact full power and authority to do and perform all and every act and things whatsoever necessary to be done in the premises, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my/our said Attorney-in-fact may do pursuant to this power.

It is my intention herein to grant unto my/our Attorney-in-Fact the full power and authority, without any qualifications whatsoever, any act, deed or thing whatsoever which I/we may lawfully do through or by an Attorney-in-Fact, as fully as I/we could if personally present.

This Power of Attorney shall not be affected by the subsequent

UNOFFICIAL

UNOFFICIAL

UNOFFICIAL

5

disability or incompetence of the principal.

WITNESS my signature on this the 14 day of June, 20 14.

Randolph F. Fagan

Joedra R. Fagan

9108 W. Simmons Cr.
Ocean Springs, MS 39564
228 875-7770

STATE OF MISSISSIPPI

COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named RANDOLPH F. FAGAN SR AND JOEDRA R. FAGAN who acknowledged that (he, she, they) signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

UNOFFICIAL

WITNESS my signature and official seal of office, this the 14 day of June, 20 14

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
RYAN BOUDREAUX
NOTARY PUBLIC
ID No. 104308
Comm. Expires
October 9, 2017
JACKSON COUNTY

UNOFFICIAL

UNOFFICIAL

LOT E

1st Judicial District
Instrument 2019 2627 D -J1
Filed/Recorded 4/26/2019 12:40 N
Total Fees $ 12.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

UNOFFICIAL

DANIEL H. HOSKINS, JR.
6320 Reserve Drive
Boulder, CO 80303
(303)379-9582

does hereby sell, convey and warrant unto

NEW MILLENNIUM, INC.,
A Mississippi Corporation
2400 Bayou LaPorte Drive
Biloxi, MS 39531
(228) 547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Lot E BeachPlace Townhome Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

INDEXING INSTRUCTIONS: Lot E BeachPlace Townhome Subdivision

UNOFFICIAL

UNOFFICIAL

2

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2019 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature on this the 24th day of April, 2019.

Daniel H. Hoskins, Jr.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named DANIEL H. HOSKINS, JR., who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this ~~24~~th day of April, 2019.

20

UNOFFICIAL

NOTARY PUBLIC

My Commission Expires:

(SEAL)

BROOKE H LYON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974020636
MY COMMISSION EXPIRES 11/16/2021

55092

UNOFFICIAL

LOT F
NEW MILLENNIUM
JAN.
B-H

UNOFFICIAL

CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI
1st Judicial District
Instrument 2019 2619 D – J1
Filed/Recorded 4/26/2019 11:31 A
Total Fees $ 12.00
3 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: Lot F Beachplace Townhome Subdivision

UNOFFICIAL

WARRANTY DEED COVER PAGE

GRANTOR:
ADAIR HOLDINGS, LLC,
a Nebraska Limited Liability Company
405 N. 115th Street, Suite 100
Omaha, NE 68154
403-399-9049

GRANTEE:
NEW MILLENNIUM, INC,
a Mississippi Corporation
2004 Bayou LaPorte Drive
Biloxi, MS 39531
228-547-6652

UNOFFICIAL

UNOFFICIAL

2

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

UNOFFICIAL

AAAK HOLDINGS, LLC,
Nebraska Limited Liability Company
405 N. 15th Street, Suite 100
Omaha, NE 68154
403-399-9049

does hereby sell, convey and warrant unto

NEW MILLENNIUM, INC,
a Mississippi Corporation
2004 Bayou LaPorte Drive
Biloxi, MS 39531
228-547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Lot F Beachplace Townhome Subdivision, as per the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

INDEXING INSTRUCTIONS: Lot F Beachplace Townhome Subdivision

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

UNOFFICIAL

UNOFFICIAL

3

Ad valorem taxes for the year 2019 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature on this the 17 day of April, 2019.

Adair Holdings, LLC, a Nebraska
Limited Liability Company
By: U.S. Assets, LLC, a Nebraska
Limited Liability Company

By: _____
James Skovsende, Member

By: _____
Axel Adair, Member

STATE OF NEBRASKA

COUNTY OF DOUGLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 17 day of April, 2019, within my jurisdiction, the within named James Skovsende, Member and Axel Adair, Member who acknowledged that they are a Member of U.S. Assets, LLC, a Nebraska Limited Liability Company the sole member of Adair Holdings, LLC, a Nebraska Limited Liability Company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said Limited Liability Company so to do.

UNOFFICIAL

_____
Ava Chester, Notary
My Commission Expires: April 5th, 2023

GENERAL NOTARY - State of Nebraska
AVA CHESTER
My Comm. Exp. April 5, 2023

UNOFFICIAL

UNOFFICIAL

LOT G

1st Judicial District
Instrument 2019 2618 D – J1
Filed/Recorded 4/26/2019 11:20 A
Total Fees $ 12.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

UNOFFICIAL

DIANA M. HUBENY-MCCALL
140 Oakbend Court
Athens, GA 30606
(248) 417-7533

does hereby sell, convey and warrant unto

NEW MILLENNIUM, INC,
A Mississippi Corporation
2004 Bayou LaPorte
Biloxi, MS 39531
(228) 547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Lot G BeachPlace Townhome Subdivision, as per the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

INDEXING INSTRUCTIONS: Lot G BeachPlace Townhome Subdivision

UNOFFICIAL

UNOFFICIAL

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2019 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature on this the 24th day of April, 2019.

Diana M. Hubeny-McCall

Diana M. Hubeny-McCall

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named DIANA M. HUBENY-MCCALL, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 24th day of April, 2019.

UNOFFICIAL

NOTARY PUBLIC

My Commission Expires:
10/09/2022
(SEAL)

TANYA WOOD
NOTARY
55094
PUBLIC
EXP. OCT. 9, 2022
OCONEE COUNTY, GEORGIA

UNOFFICIAL

UNOFFICIAL

LOT 4

1st Judicial District
Instrument 2019 2617 D – J1
Filed/Recorded 4/26/2019 11:25 A
Total Fees $ 12.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

UNOFFICIAL

JON G. KEYZER-ANDRE
2327 Kinsale Point NW
Kennesaw, GA 30152
(404) 580-8696

does hereby sell, convey and warrant unto

NEW MILLENNIUM, INC,
A Mississippi Corporation
2004 Bayou LaPorte Drive
Biloxi, MS 39531
(228) 547-6652

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

Lot H BeachPlace Townhome Subdivision, as per the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book 42 at Page 34.

INDEXING INSTRUCTIONS: Lot H BeachPlace Townhome Subdivision

UNOFFICIAL

UNOFFICIAL

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2019 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature on this the 24th day of April, 2019.

Jon G. Keyzer-Andre

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named JON G. KEYZER-ANDRE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 24th day of April, 2019.

UNOFFICIAL

NOTARY PUBLIC

My Commission Expires:
4/03/2021

(SEAL)

55216

KERRY T. DEKLE
NOTARY PUBLIC
MY COMMISSION EXPIRES

UNOFFICIAL

RE: General Plan 2104PC076, by agent Heinrich & Associates, tax parcels 0711N-02-103.001, 0711N-02-103.002, 0711N-02-103.003, 0711N-02-103.004, 0711N-02-103.005, 0711N-02-103.006, 0711N-02-103.007, 0711N-02-103.008, and 0711N-02-103.009, Approval of General Plan for 6-lot subdivision (Beachplace), W Beach Blvd & Finley St, Zoned T4L (General Urban Zone "Limited"), 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, April 22, 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, April 22, 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	109461	0711N-02-103.001	ACORN OF BILOXI MISSISSIPPI INC	2004 BAYOU LAPORTE DR	BILOXI	MS	39531
Y	118155	0711N-02-103.002	BIDWELL HOLDINGS INC	2004 BAYOU LAPORTE DR	BILOXI	MS	39531
Y	118163	0711N-02-103.009	NEW MILLENNIUM INC	2004 BAYOU LAPORTE DR	BILOXI	MS	39531
	118161	0711N-02-103.007	NEW MILLENNIUM INC	2004 BAYOU LAPORTE DR	BILOXI	MS	39531
	118159	0711N-02-103.005	NEW MILLENNIUM INC	2004 BAYOU LAPORTE DRIVE	BILOXI	MS	39531
	118162	0711N-02-103.008	NEW MILLENNIUM INC	2004 BAYOU LAPORTE	BILOXI	MS	39531
	118160	0711N-02-103.006	NEW MILLENNIUM INC	2400 BAYOU LAPORTE DR	BILOXI	MS	39531
	118157	0711N-02-103.003	NEW MILLENNIUM INC	2004 BAYOU LAPORTE	BILOXI	MS	39531
	118158	0711N-02-103.004	NEW MILLENNIUM INC	2004 BAYOU LAPORTE	BILOXI	MS	39531
Y			Heinrich & Associates (Agent)	1806 23rd Ave Ste B	Gulfport	MS	39501
			Adjacent Property Owners				
Y	143998	0711N-02-100.002	BSC ENTERPRISES LLC	381 TIGERLILY DR	HOUMA	LA	70360
Y	32771	0711N-02-041.000	CAMMACK CAREN BETHANY	614 REGINAULT AVE	GULFPORT	MS	39501
Y	32810	0711O-04-032.000	CANNON HOWARD WAYNE & LISA R	8680 FALL CREEK RD	LEESBURG	OH	45135
Y	124093	0711O-04-031.001	CARISBROOKE PROPERTIES LLC	3710 CARISBROOKE DR	HOOVER	AL	35226
	32806	0711O-04-031.000	CARISBROOKE PROPERTIES LLC	3710 CARISBROOKE DR	HOOVER	AL	35226
	124094	0711O-04-031.002	CARISBROOKE PROPERTIES LLC	3710 CARISBROOKE DR	HOOVER	AL	35226
	124095	0711O-04-031.003	CARISBROOKE PROPERTIES LLC	3710 CARISBROOKE DR	HOOVER	AL	35226
Y	32770	0711N-02-042.000	CLARK MICHAEL & SARAH	4828 FINLEY ST	GULFPORT	MS	39501
Y	36139	0711N-02-068.000	FERNANDEZ JAMES & DENISE	600 RUTH AVE	GULFPORT	MS	39501
Y	81009	0711N-02-042.001	GARY CHARLES JR & AUDREY	4808 FINLEY ST	GULFPORT	MS	39501
Y	32797	0711N-02-043.000	GRIFFIN MARY BRASH ETAL	C/O P O BOX 146	GULFPORT	MS	39502
Y	91313	0711N-02-103.000	GULFPORT & OUT OF STATE PROPERTIES	6447 PROVINCE LN	BATON ROUGE	LA	70808
	32800	0711N-02-102.000	GULFPORT & OUT OF STATE PROPERTIES	6447 PROVINCE LN	BATON ROUGE	LA	70808
	90948	0711O-02-001.000	GULFPORT CITY OF				0
	91309	0711N-03-001.000	GULFPORT CITY OF				0
Y	143999	0711N-02-100.003	HITE CHARLES H & LUCETA M	4828 W BEACH BLVD	GULFPORT	MS	39501
	143997	0711N-02-100.001	HITE CHARLES H & LUCETA M	4828 W BEACH BLVD	GULFPORT	MS	39501
Y	91312	0711N-02-101.000	NELSON DONALD D & DEANE A-TRUSTEES-DONALD & DEANE NELSON REV TRUST	4640 WEST BEACH BLVD A2	GULFPORT	MS	39501
Y	91310	0711N-02-100.000	SEIDLER JUDITH K & BRUCE W	161 CRYSTAL LN	BISMARK	IL	61814
Y	91295	0711N-02-067.000	STERLING LANE A & CAROLYN F	23916 FERNIAKE DR	HARBOR CITY	CA	90710

2104PC076

General Plan

Legend

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

0 20 40 60
Yards

1 inch = 125 feet

N
W E
S

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

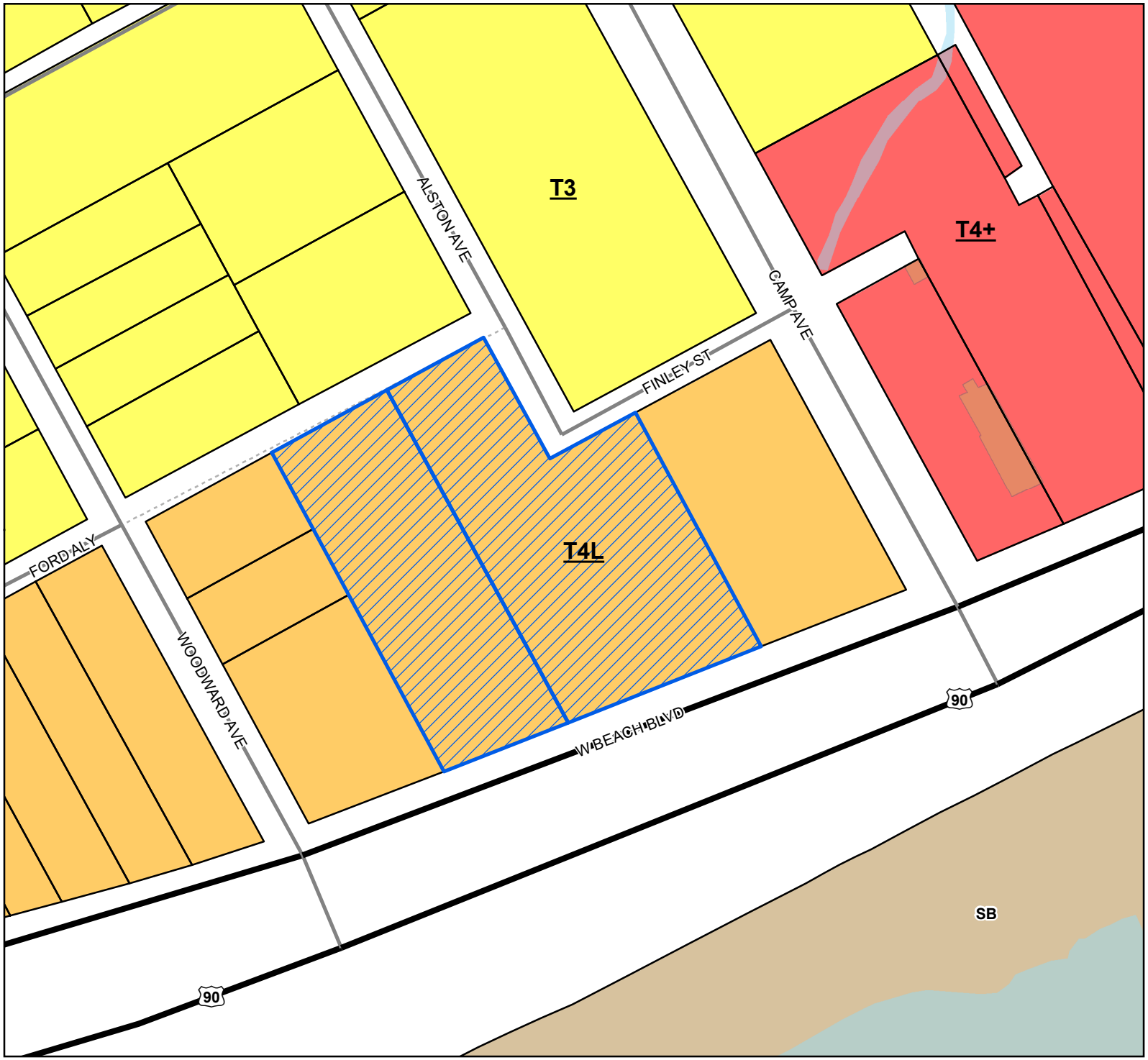
Date of Hearing: April 22, 2021

Re: **<u>Resubdivision 2105PC077:</u>**

Resubdivison 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

2105PC077

Resubdivision



Site
US or State Highway
Street
Alley
Parcels
Buildings
Water Features

Smart Code

T4+
T4L
T3

Zoning

SB - Sand Beach

Site Information

0711O-03-072.000
0711O-03-099.000
Zoning: T4L (General Urban Zone "Limited")
Size: 1.4 acres
Flood: VE

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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.

Wallace S. Ladner and Jeanette N. Ladner
4488 Kendall Cir.
Gulfport, MS 39507

February 28, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for Wallace S. Ladner and Jeanette N. Ladner**
Tax Parcel No's: 0711O-03-072.000 and 0711O-03-099.000
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of ***Heinrich & Associates, LLC,*** is authorized to act as agent on behalf of **Wallace S. Ladner and Jeanette N. Ladner** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Wallace S. Ladner and Jeanette N. Ladner
4488 Kendall Cir.
Gulfport, MS 39507

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named Wallace S. Ladner and Jeanette N. Ladner who, after being by me forst duly sworn, stated the following:

1. That there are no restrive covenants prohibiting the resubidivision of the property.

Respectfully submitted:

By: _____
Wallace S. Ladner and Jeanette N. Ladner - Owners

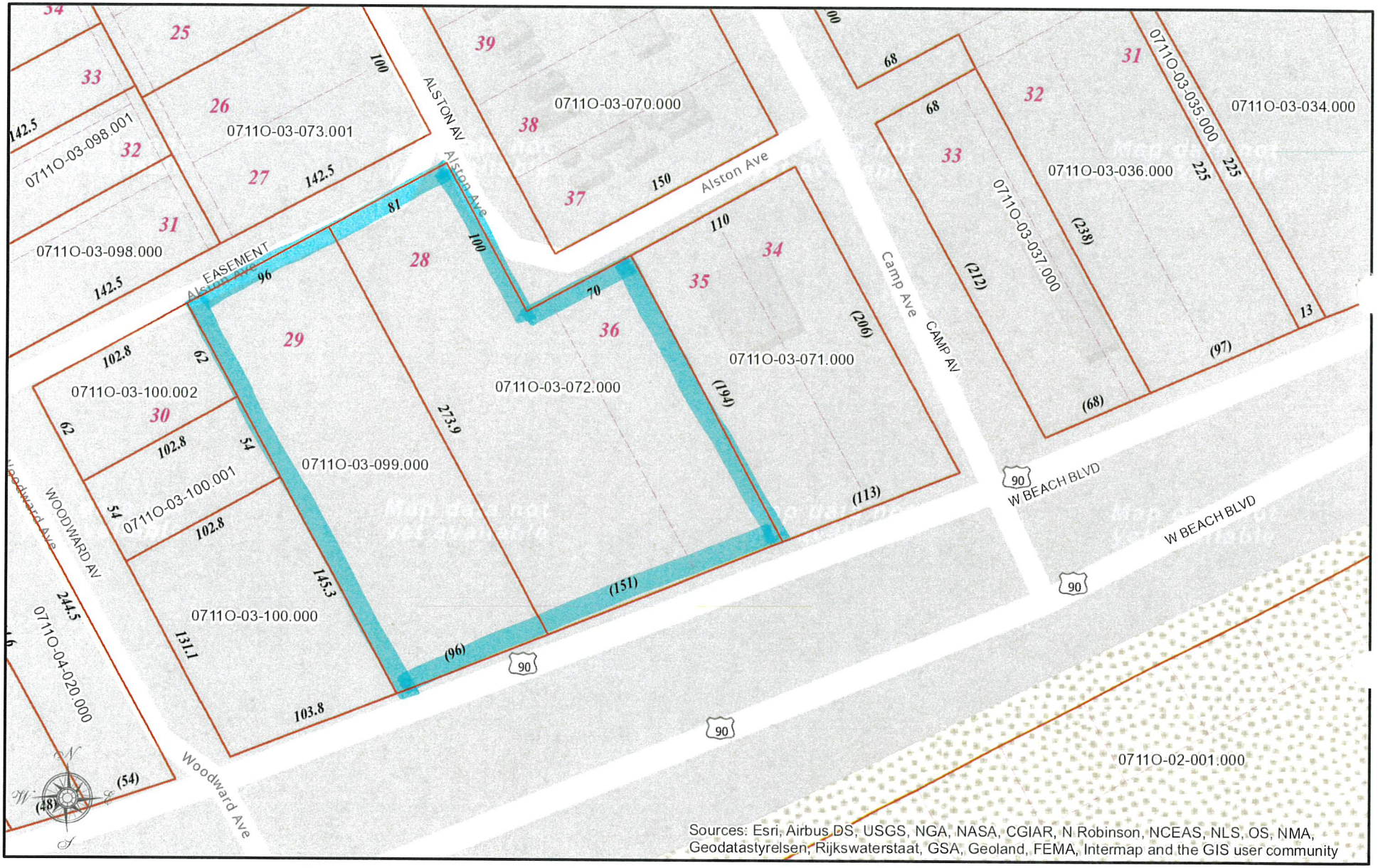
SWORN AND SUBSCRIBED before me, this the 2ND day of MARCH 2021.

_____
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

My Map



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY,TAX ASSESSOR.

MAP DATE: March 1, 2021

0 90 180
Feet

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LADNER BEACH SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the___day of _____, 2021, A.D., by Ladner Beach Subdivision LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Ladner Beach Subdivision LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand five hundred (1,500) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

DRAFT

approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Ladner Beach Subdivision LLC Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Ladner Beach Subdivision LLC Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an 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.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, an each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms or this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meets its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments

applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver o the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars ($20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recoded first mortgage. Sale or transfer of any

lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair of reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILTY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed,

DRAFT

and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in wiring, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the _____ day of _____, A.D., 2021.

By:_____

Ladner Beach Subdivision LLC

"Exhibit A"

Legal Description:

(refer to recording plat for legal description)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this____day of 2021, A.D., within my jurisdiction, the within named Ladner Beach Subdivision LLC, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

NOTARY PUBLIC _____

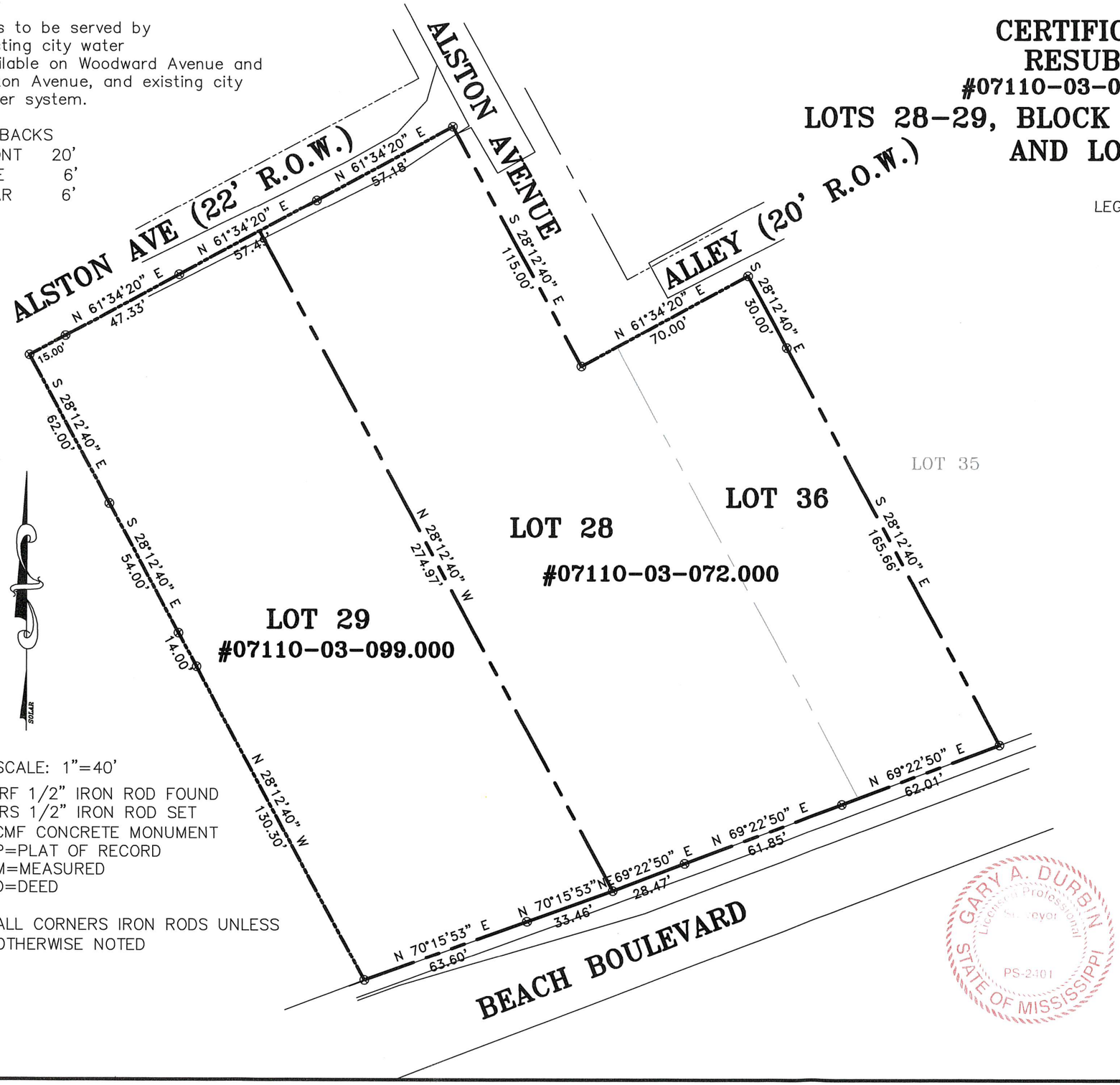
MY COMMISION EXPIRES:_____

DRAFT

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#07110-03-072.000 AND #07110-03-099.000
LOTS 28-29, BLOCK 4, GASTON POINT BEACH ADDITION AND LOT 36, CAMP ADDITION

Lots to be served by existing city water available on Woodward Avenue and Alston Avenue, and existing city sewer system.

SETBACKS
FRONT 20'
SIDE 6'
REAR 6'



IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET
CMF CONCRETE MONUMENT
P=PLAT OF RECORD
M=MEASURED
D=DEED

⊗ ALL CORNERS IRON RODS UNLESS OTHERWISE NOTED

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

OVERALL LEGAL DESCRIPTIONS OF LAND PRIOR TO RESUBDIVISION

TAX PARCEL #07110-03-072.000 and #07110-03-099.000 (DR 2018-8284-D-J1)

Property #2
Lot 24, 25, 26, 27 and 28, Block 4, Gaston Point Beach Addition and the Easterly 7.5 feet of the 15.0 foot alley lying immediately West and adjacent to said Lots 24, 25, 26, and 27, Block 4, as vacated by Ordinance No. 858 on August 20, 1953 and recorded in the office of the Chancery Clerk in Deed Book 372 at Page 52, and also Lot 36, Camp Addition, City of Gulfport, First Judicial District of 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.

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

This property is situated in Zones "VE-21-24" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0376-G, Revised: 6/16/09. By graphic plotting.

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 3, 2021
Revised: March 1, 2021

GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI

SHEET 1 OF 4

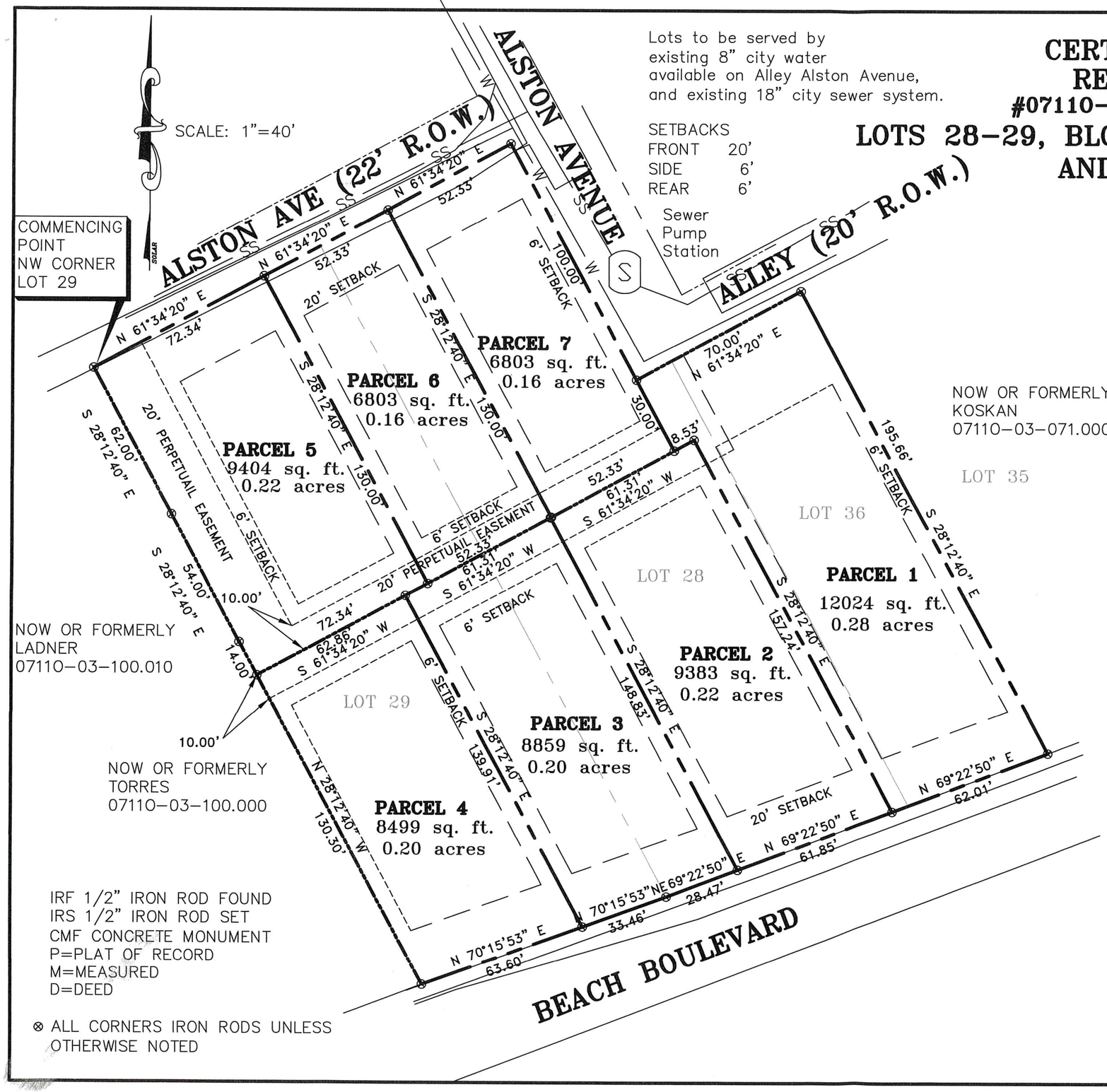
10735

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

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#07110-03-072.000 AND #07110-03-099.000
LOTS 28-29, BLOCK 4, GASTON POINT BEACH ADDITION AND LOT 36, CAMP ADDITION

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

SEE SHEET 3 OF 4



IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET
CMF CONCRETE MONUMENT
P=PLAT OF RECORD
M=MEASURED
D=DEED

⊗ ALL CORNERS IRON RODS UNLESS OTHERWISE NOTED

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This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 3, 2021
Revised: March 1, 2021
Revised: March 8, 2021

GARY A. DURBIN Licensed Professional Surveyor PS-2401 STATE OF MISSISSIPPI

SHEET 2 OF 4

10735b

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

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#07110-03-072.000 AND #07110-03-099.000
LOTS 28-29, BLOCK 4, GASTON POINT BEACH ADDITION AND LOT 36, CAMP ADDITION

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS RESUBDIVISION

PARCEL 1 (AS PER SURVEY)

A parcel of land situated in part of Lot 28, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141) and also in a part of Lot 36, Camp Addition per Plat Book 4 Page 18 (Copy Book 2A, Page 144), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence S 28°12'40" E 260.30 feet to an iron rod on the north margin of Beach Boulevard, thence along said north margin N 70°15'53" E 97.06 feet to an iron rod, thence N 69°22'50" E 90.32 feet to an iron rod and the Point of Beginning, thence N 28°12'40" W 157.24 feet to an iron rod, thence S 61°34'20" W 8.53 feet, thence N 28°12'40" W 30.00 feet, thence N 61°34'20" E 70.00 feet to an iron rod, thence S 28°12'40" E 195.66 feet to an iron rod on the north margin of Beach Boulevard, thence S 69°22'50" W 62.01 feet to the Point of Beginning. Said parcel contains 12024 square feet or 0.28 acres.

PARCEL 2 (AS PER SURVEY)

A parcel of land situated in part of Lot 28, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence S 28°12'40" E 260.30 feet to an iron rod on the north margin of Beach Boulevard, thence along said north margin N 70°15'53" E 97.06 feet to an iron rod, thence N 69°22'50" E 28.47 feet to an iron rod and the Point of Beginning, thence N 28°12'40" W 148.83 feet to an iron rod, thence N 61°34'20" E 61.31 feet to an iron rod, thence S 28°12'40" E 157.24 feet to an iron rod on the north margin of Beach Boulevard, thence S 69°22'50" W 61.85 feet to the Point of Beginning. Said parcel contains 9383 square feet or 0.22 acres.

PARCEL 3 (AS PER SURVEY)

A parcel of land situated in part of Lots 28 and 29, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence S 28°12'40" E 260.30 feet to an iron rod on the north margin of Beach Boulevard, thence along said north margin N 70°15'53" E 63.60 feet to an iron rod and the Point of Beginning, thence N 28°12'40" W 139.91 feet to an iron rod, thence N 61°34'20" E 61.31 feet to an iron rod, thence S 28°12'40" E 148.83 feet to an iron rod on the north margin of Beach Boulevard, thence S 69°22'50" W 28.47 feet to an iron rod, thence S 70°15'53" W 33.46 feet to the Point of Beginning. Said parcel contains 8859 square feet or 0.20 acres.

PARCEL 4 (AS PER SURVEY)

A parcel of land situated in part of Lot 29, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence S 28°12'40" E 130.00 feet to an iron rod and the Point of Beginning, thence S 28°12'40" E 130.30 feet to an iron rod on the north margin of Beach Boulevard, thence along said north margin N 70°15'53" E 63.60 feet to an iron rod, thence N 28°12'40" W 139.91 feet to an iron rod, thence S 61°34'20" W 62.86 feet to the Point of Beginning. Said parcel contains 8499 square feet or 0.20 acres.

PARCEL 5 (AS PER SURVEY)

A parcel of land situated in part of Lot 29, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence S 28°12'40" E 130.00 feet to an iron rod, thence N 61°34'20" E 72.34 feet to an iron rod, thence N 28°12'40" W 130.00 feet to an iron rod on the south margin of said Alley, thence along said south margin S 61°34"20" W 72.34 feet to the Point of Beginning. Said parcel contains 9404 square feet or 0.22 acres.

PARCEL 6 (AS PER SURVEY)

A parcel of land situated in part of Lots 28 and 29, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence N 61°34'20" E 72.34 feet to an iron rod and the Point of Beginning, thence S 28°12'40" E 130.00 feet to an iron rod, thence N 61°34'20" E 52.33 feet to an iron rod, thence N 28°12'40" W 130.00 feet to an iron rod on the south margin of said Alley, thence along said south margin S 61°34"20" W 52.33 feet to the Point of Beginning. Said parcel contains 6803 square feet or 0.16 acres.

PARCEL 7 (AS PER SURVEY)

A parcel of land situated in part of Lot 28, Block 4, Gaston Point Beach Addition to the City of Gulfport per Plat Book 4 Page 15 (Copy Book 2A, Page 141), Gulfport. First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at the Northwest corner of Lot 29, Block 4, Gaston Point Beach Addition, said point being on the south margin of a 22' Alley, thence N 61°34'20" E 124.67 feet to an iron rod and the Point of Beginning, thence S 28°12'40" E 130.00 feet to an iron rod, thence N 61°34'20" E 52.33 feet to an iron rod, thence N 28°12'40" W 130.00 feet to an iron rod on the south margin of said Alley, thence along said south margin S 61°34"20" W 52.33 feet to the Point of Beginning. Said parcel contains 6803 square feet or 0.16 acres.

REVISED: 03/08/21 10735b

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

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCELS
#0711O-03-072.000 AND #0711O-03-099.000
LOTS 28-29, BLOCK 4, GASTON POINT BEACH ADDITION AND LOT 36, CAMP ADDITION

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 Resubdivison of Parcels #0711D-03-072.000 and 0711O-03-099.000 of land in Lot 28, Gaston Point Beach Addition, and Lot 36, Camp Addition to the City of Gulfport into Parcels 1,2,3,4,5,6 and 7, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at 4410 Beach Boulevard. The ad valorem tax parcel number of the subject property is 0711D-03-072.000 and 0711O-03-099.000. The case file number is _____.

OVERALL LEGAL DESCRIPTIONS OF LAND PRIOR TO RESUBDIVISION

TAX PARCEL #0711O-03-072.000 and #0711O-03-099.000
(DR 2018-8284-D-J1)

Property #2
Lot 24, 25, 26, 27 and 28, Block 4, Gaston Point Beach Addition and the Easterly 7.5 feet of the 15.0 foot alley lying immediately West and adjacent to said Lots 24, 25, 26, and 27, Block 4, as vacated by Ordinance No. 858 on August 20, 1953 and recorded in the office of the Chancery Clerk in Deed Book 372 at Page 52, and also Lot 36, Camp Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS RESUBDIVISION

SEE SHEET 3 OF 4

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 resubdivision of the real property described herein.

Ratified and Approved by:

_____ _____
WALLACE S. LADNER JENNETTE N. LADNER

This 9th day of March, 2021.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed WALLACE S. LADNER, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This 9 day of March, 2021.

_____
Notary Public My Commission Expires: _____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 269620 TYLYN R. SIMMONS Commission Expires Dec. 6, 2024 HARRISON COUNTY

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed JENNETTE N. LADNER, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This _____day of _____, 2021.

_____
Notary Public My Commission Expires: _____

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____day of _____, 2021.

_____ _____
Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____day of _____, 2021.

ATTEST: _____ ADOPT: _____
Brittany Rodgers, Clerk of Council F.B. "Rusty" Walker, IV, President

Clerk of Council President

This resubdivison plat and certificate of Resubdivison, having been submitted and approved by the Mayor, this _____day of _____, 2021

_____
Billy Hewes, Mayor

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

10735 **SHEET 4 OF 4** REV 03/01/21

UNOFFICIAL

1st Judicial District
Instrument 2018 8284 D -J1
Filed/Recorded 11/19/2018 03:02 P
Total Fees $ 24.00
4 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 181958

Index As:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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,

UNOFFICIAL

COMMUNITY BANK COAST
2314 BIENVILLE BLVD
OCEAN SPRINGS, MS 39564
228-872-6755

does hereby sell, convey and specially warrant unto

WALLACE S. LADNER, II AND WIFE, JEANETTE N. LADNER
as tenants by the entirety with full rights
of survivorship and not as tenants in common
P. O. BOX 6496
GULFPORT, MS 39506
228-697-3279

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

Property # 1; Lot 34, Block 4, GASTON POINT BEACH ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi,

AND ALSO: Lot Thirty-Three (33), less the south ten (10) feet of said lot, in Block Four (4), GASTON POINT BEACH ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 4 at Page 15, (copy Book 2A at Page 141) thereof reference to which is hereby made in aid at as a part of this description, also the West One-Half of vacated alley.

UNOFFICIAL

UNOFFICIAL

AND ALSO: Commence at the Northeast corner of Lot 34, Block 4, GASTON POINT BEACH ADDITION, and run thence easterly a distance of 7.5 feet to the center of an alley which is now vacated; run thence southerly along the center of the alley as vacated, a distance of 50 feet; run thence westerly a distance of 7.5 feet to the southeast corner of Lot 34; run thence northerly along the east line of Lot 34, a distance of 50 feet to the point of beginning; being also described as the west one-half of that portion of a 15 foot alley lying adjacent to and east of Lot 34, Block 4, GASTON POINT BEACH ADDITION, and being 7.5 feet east and west, and 50 feet north and south; which alley was vacated by Gulfport City Ordinance #858 and recorded in Deed 372 at Page 52.

INDEX IN: Lots 33 & 34, Blk 4, Gaston Point Beach Addition

Property # 2; Lot 24, 25, 26, 27 and 28, Block 4, of GASTON POINT BEACH ADDITION, and the Easterly 7.5 feet of the 15.0 foot alley lying, immediately West and adjacent to said Lots 24, 25, 26 and 27, Block 4, as vacated by Ordinance No. 858 on August 20, 1953 and recorded in the office of the Chancery Clerk in Deed Book 372 at page 52; and also Lot 36, CAMP ADDITION, City of Gulfport, First Judicial District of Harrison County, Mississippi,

INDEX IN: Lots 24-28, Blk 4, Gaston Point Beach Addition and Lot 36 Camp Addition

Property #3; Lots 22, 23, 35 and 36, Block 4 of GASTON POINT BEACH ADDITION to the City of Gulfport, per plat Book 4, Page 15 of the Plat Book Records of the First Judicial District of Harrison Comity, Mississippi; also, that portion of the vacated alley lying between the above described lots, less and except the North 15 feet of Lots 36 and 22, conveyed to the City of Gulfport, Mississippi, for the extension of Linley Street; also, less the West 5 feet of Lots 35 and 36 for the widening of Woodward Avenue, all in accordance with the Plat of Gaston Point Beach Addition to the City of Gulfport, Mississippi, on file and record in the office of the Clerk of Chancery Court of the First Judicial District of Harrison County, Mississippi.

UNOFFICIAL

INDEX IN: Lots 22, 23, 35 & 36, Blk 4, Gaston Point Beach Addition

Property # 4;

Lot Twenty-Nine (29), Block Four (4), GASTON POINT BEACH ADDITION to the City of Gulfport, Mississippi, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 4 at Page 15 (Copy Book 2-A at Page 141) thereof, reference to which is hereby Made in aid of and as a part of this description.

INDEX IN: Lot 29, Blk 4, Gaston Point Beach Addition

Property # 5;

Lot Thirty-one (31) and the South Ten (10) feet of Lot Thirty-two (32), Block Four (4), GASTON POINT BEACH ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, together with all interest in and to one-half () of a 15-foot alley running north and south joining the above-described lots on the east side and vacated as per city ordinance recorded in Deed Book 372 at page 52.

AND ALSO

Two parcels of land being situated in and a part of Lot Thirty (30), Block Four

UNOFFICIAL

UNOFFICIAL

(4), GASTON POINT BEACH ADDITION in the City of Gulfport, First Judicial District of Harrison County, Mississippi, as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2-A at page 141 thereof (Copy Book 4 at page 15), reference to which is hereby made in aid of and as a part of this description, and being more particularly described as follows, to-wit:

PARCEL TWO: Commence at the northwest corner of said Lot 30, run thence North 61 degrees 40 minutes 27 seconds East a distance of 5.00 feet along the north line or said Lot 30 to the easterly right-of-way of Woodward Avenue for the point of beginning of the parcel herein described; thence from said point of beginning continue North 61 degrees 40 minutes 27 seconds East a distance of 102.85 feet along the north line of said Lot 30 to the northeast corner of said Lot 30, thence run South 28 degrees 13 minutes 32 seconds East a distance of 62.00 feet along the East line of said Lot 30, thence run South 61 degrees 40 minutes 27 seconds West a distance of 102.85 feet to the easterly right-of-way of Woodward Avenue; thence run North 28 degrees 13 minutes 32 seconds West a distance of 62.00 feet along the easterly right-of-way of Woodward Avenue to the point or beginning.

PARCEL THREE: Commence at the northwest corner of said Lot 30, run thence North 61 degrees 40 minutes 27 seconds East a distance of 107.85 feet along the North line of said Lot 30 to the Northeast corner of Said Lot 30; thence run South 28 degrees 13 minutes 32 seconds East a distance of 62.0 feet along the East line of said Lot 30 to the point of beginning of the parcel herein described; thence continue from said point of beginning South 28 degrees 13 minutes 32 seconds East a distance of 54.00 feet along the East line of said Lot 30; thence run South 61 degrees 40 minutes 27 seconds West a distance of 102.85 feet to the easterly right-of-way of Woodward Avenue; thence run North 28 degrees 13 minutes 32 seconds West a distance of 54.00 feet; thence Run North 61 degrees 40 minutes 27 seconds East a distance of 102.85 feet to Point of Beginning. Together with Grantors Interests in the alley between Lots Thirty (30) and Thirty-one (31) of Block Four (4), GASTON POINT BEACH ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat thereof on file and of record of the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, vacated as per city ordinance recorded in Deed Book 372 at page 52.

UNOFFICIAL

THE ABOVE described property is no part the homestead of the Grantor herein.

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

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

UNOFFICIAL

UNOFFICIAL

IN WITNESS WHEREOF, COMMUNITY BANK, COAST has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 19th day of November, 2018.

COMMUNITY BANK, COAST

By: ERIC M. CHAMBLESS, PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ERIC M. CHAMBLESS, who acknowledge that he is PRESIDENT of COMMUNITY BANK, COAST, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of November, 2018.

UNOFFICIAL

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 5541
SHELLEY C. CUEVAS
Commission Expires
Sept. 13, 2019
HARRISON COUNTY

UNOFFICIAL

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			WALLACE & JEANETTE LADNER (OWNER)	4488 KENDALL CIRCLE	GULFPORT	MS	39507
Y			HEINRICH & ASSOCIATES (AGENT)	1806 23RD AVENUE SUITE B	GULFPORT	MS	39501
N			**Adjacent Property Owners**				
	104088	0711O-03-073.001	BOUDREAUX KEEL & LISA	420 COPPERFIELD WAY	YOUNGSVILLE	LA	70592
	26933	0711O-04-021.000	CECIL ROBERT DEAN & MARY ELIZABETH	1240 LYONS STATION RD	NEW HAVEN	KY	40051
N	26931	0711O-04-020.000	CECIL ROBERT DEAN & MARY ELIZABETH	1240 LYONS STATION RD	NEW HAVEN	KY	40051
	124336	0711O-03-098.001	CONTRACTING 24-7 LLC	P O BOX 6496	GULFPORT	MS	39501
	26935	0711O-04-022.000	DAHAN TED	7320 HAWTHORN AVE UNIT 309	LOS ANGELES	CA	90046
	145124	0711O-04-023.006	DDXRX PLAZA LLC	1120 BEACH BLVD	BILOXI	MS	39530
	26950	0711O-03-097.000	FLOYD GREGORY J & JESSICA J	528 WOODWARD AVE	GULFPORT	MS	39501
	24148	0711O-03-070.000	GILES PROPERTY MANAGEMENT LLC	41 CYPRESS LAKE TRAIL	PETAL	MS	39465
	26929	0711O-04-018.000	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	124425	0711O-03-100.001	HINES KYLE & MARLENE G	430 WOODWARD AVE	GULFPORT	MS	39501
	24146	0711O-03-071.000	KOSKAN IRENE	19247 CHAMPION CIRCLE	GULFPORT	MS	39503
	26944	0711O-03-073.000	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
N	26951	0711O-03-096.000	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
N	26946	0711O-03-099.000	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
N	90955	0711O-03-072.000	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
	26927	0711O-04-017.000	RUSSELL HEATHER & WILLIAMS JR JAMES	10520 CLINTON ST	RIVER RIDGE	LA	70123
	26930	0711O-04-019.000	TAR HEEL INVESTMENTS LLC	PO BOX 342	LONG BEACH	MS	39560
	26947	0711O-03-100.000	TORRES MARLYN & JOSEPH	232 MIANO ST	GARYVILLE	LA	70051
	24144	0711O-03-037.000	WAFFLE HOUSE INC #201	P O BOX 6450	NORCROSS	GA	30091
	90960	0711O-03-098.000	WYMAN DAVID & JILLIAN L HITE-WYMAN	603 ELMEER AVE	METAIRIE	LA	70005
N	124426	0711O-03-100.002	WYMAN DAVID & JILLIAN L HITE-WYMAN	603 ELMEER AVE	METAIRIE	LA	70005

RE: Resubdivison 2105PC077, by agent Heinrich & Associates, tax parcels 0711O-03-072.000 and 0711O-03-099.000, Divide into 7 new parcels, W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

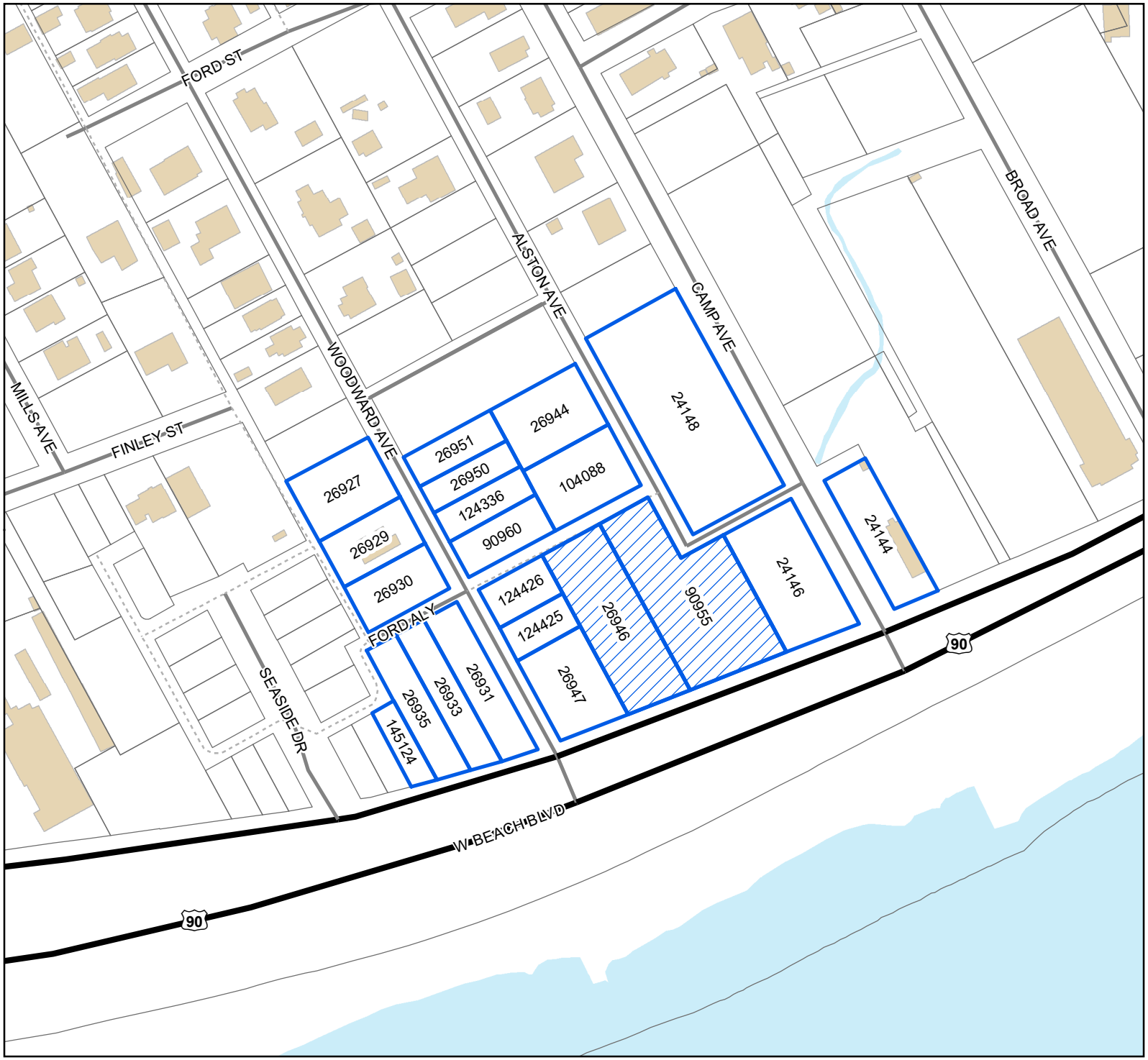
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 22, 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, April 22, 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.

2105PC077

Resubdivision



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

0 30 60 90
Yards

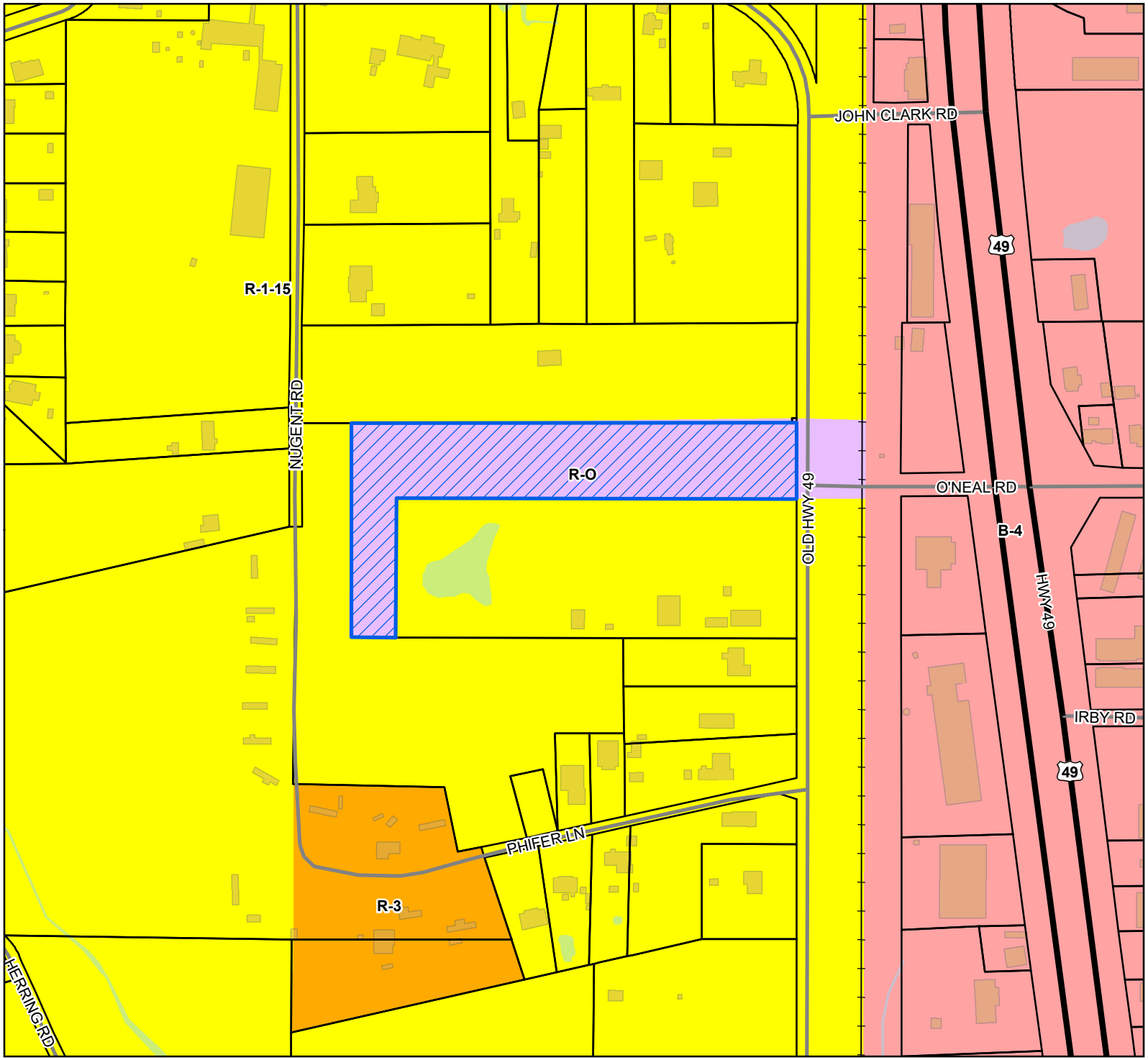
1 inch = 200 feet

N
W E
S

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.

2103SE036

Special Exception



Site
US or State Highway
Street
Railroad
Parcels
Buildings
Water Features

Zoning

B-4 - Highway Business District
R-1-15 - Single Family Residence District (Low Density)
R-3 - General Residence (High Density)
R-O - Residence-Office

Site Information

0708A-01-016.001
Zoning: R-O (Residence-office)
Size: 4.3 acres
Flood: X

0 40 80 120
Yards

1 inch = 300 feet

N W E S

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.

Special Exception Written Statement to the Zoning Board
For the Proposed Montessori Childcare Development Center Located at:

12501 Old Hwy 49
Gulfport, MS 39503

- There will be no need to make any modifications to the existing ingress and egress to the property.
- There is no anticipated need for Off-street parking and loading areas.
    - If at any time it is deemed necessary to provide an off-street loading area, this will be implemented in accordance with the guidelines required by the off-street loading ordinances within the city limits of Gulfport, MS.
- There is access to preexisting utilities at this location.
- Screening and buffering for this property will be implemented as required by the guidelines for screening and buffering ordinances within the city limits of Gulfport.
- Any proposed future signs will follow guidelines as required by the sign ordinances within the city limits of Gulfport, MS.
- The yard space for this property will follow the requirements laid out in the "Mississippi Child Care Regulations and Guidelines".
- The structures being built will adhere to the general compatibility of the properties adjacent to this property and other properties in the district.
- This special exception will be with the general purpose and intent of the zoning ordinance because it is not uncommon to see child development centers close to residential properties, it will be a valuable utility to these surrounding residents, and it will enhance the value and contribute to the culture of the community.

Special Exception Written Statement to the Planning Commission For the Proposed Montessori Childcare Development Center Located at:

12501 Old Hwy 49
Gulfport, MS 39503

- There will be no need for the city to provide transportation or access.
- The city water supply and waste disposal is already accessible from this location.
- The is no anticipated need for any additional fire and police protection or other public facilities outside of what is already being provided by the city to the surrounding area.
- The property in question will not cause any undue traffic congestion or create any traffic hazard, and will be in harmony with the orderly and appropriate development of the district in which the use is located.

REVIEWED

SCANNED

1st Judicial District
Instrument 2019 287 D – J1
Filed/Recorded 1/15/2019 04:05 P
Total Fees $ 12.00
15 Pages Recorded

Indexing: Pt of NE ¼ of NE ¼, Sec. 5-7-11
Harrison County, MS

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
2200 25th Avenue
Gulfport, MS 39501
(228)896-8962

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 considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

LOIS RUTH MCGRAW, PATRICIA O'FALLIN MCGILL, MIKE WARE, STACY WARE, CLINTON WARE AND CASSIE WARE
5801 Jackson Road
Mobile, AL 36619
(251)661-1317

does hereby **SELL, CONVEY and WARRANT** unto

KYLE FITZPATRICK and wife, EMILY FITZPATRICK
As joint tenants with full rights of survivorship and not as tenants in common
16125 Sylvan Drive
Gulfport, MS 39503
(228)832-1069

the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

Eleanor Sue Roberts, joins in this conveyance for the purpose of releasing any life estate interest she may have or claim.

TAXES for the year 2019 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS our signatures on this the 14th day of January, 2019.

Lois Ruth McGraw
LOIS RUTH MCGRAW

PATRICIA O'FALLIN MCGILL

MIKE WARE

STACY WARE

CLINTON WARE

CASSIE WARE

ELEANOR SUE ROBERTS by Patricia O'Fallin McGill, Conservator

the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

Eleanor Sue Roberts, joins in this conveyance for the purpose of releasing any life estate interest she may have or claim.

TAXES for the year 2019 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS our signatures on this the 11th day of January, 2019.

_____
LOIS RUTH MCGRAW

Patricia O'Fallin McGill
PATRICIA O'FALLIN MCGILL

_____
MIKE WARE

_____
STACY WARE

_____
CLINTON WARE

_____
CASSIE WARE

Eleanor Sue Roberts by Patricia O'Fallin McGill
ELEANOR SUE ROBERTS by Patricia O'Fallin McGill, Conservator

the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

Eleanor Sue Roberts, joins in this conveyance for the purpose of releasing any life estate interest she may have or claim.

TAXES for the year 2019 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS our signatures on this the 11th day of January, 2019.

LOIS RUTH MCGRAW

PATRICIA O'FALLIN MCGILL

MIKE WARE

Stacy Ware

STACY WARE

Clinton Ware

CLINTON WARE

Cassie Ware

CASSIE WARE

ELEANOR SUE ROBERTS

STATE OF Alabama

COUNTY OF Mobile

Personally appeared before me, the undersigned authority in and for the said county and state on this 14th day of January, 2019, within my jurisdiction, the within named **LOIS RUTH MCGRAW**, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

ELIZABETH POWELL SHEARER
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 12-04-2021

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state on this _____ day of _____, 2019, within my jurisdiction, the within named **PATRICIA O'FALLIN MCGILL**, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state on this _____ day of _____, 2019, within my jurisdiction, the within named **LOIS RUTH MCGRAW**, who acknowledged that she executed the above and foregoing instrument.

_____
NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF Georgia

COUNTY OF Cobb

Personally appeared before me, the undersigned authority in and for the said county and state on this 11th day of January, 2019, within my jurisdiction, the within named **PATRICIA O'FALLIN MCGILL**, who acknowledged that she executed the above and foregoing instrument.

CHRISTINE A WILLIS
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA

Christine A Willis
NOTARY PUBLIC

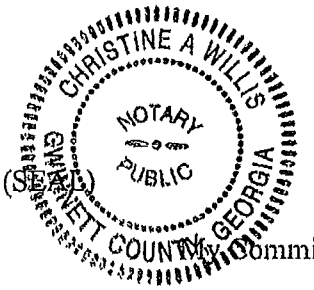
(SEAL)

My Commission Expires: July 15, 2022

STATE OF Georgia

COUNTY OF Fulton

Personally appeared before me, the undersigned authority in and for the said county and state on this 11th day of January, 2019, within my jurisdiction, the within named **PATRICIA O'FALLIN MCGILL, who is the Conservator of ELEANOR SUE ROBERTS,** who acknowledged that she executed the above and foregoing instrument.



(SEAL)

Christine A Willis
NOTARY PUBLIC

My Commission Expires: July 15, 2022

STATE OF Mississippi

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state on this 10 day of January, 2019, within my jurisdiction, the within named **MIKE WARE**, who acknowledged that he executed the above and foregoing instrument.

(SEAL)

STATE OF MISSISSIPPI
DAVID B. ESTES
ID# 74165
NOTARY PUBLIC
Comm. Expires
June 28, 2019
HARRISON COUNTY

NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state on this 10th day of January, 2019, within my jurisdiction, the within named **STACY WARE**, who acknowledged that she executed the above and foregoing instrument.

(SEAL)

STATE OF MISSISSIPPI
DAVID B. ESTES
ID# 74165
NOTARY PUBLIC
Comm. Expires
June 28, 2019
HARRISON COUNTY

NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state on this 10th day of January, 2019, within my jurisdiction, the within named **CLINTON WARE**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
DAVID B. ESTES
ID# 74165
NOTARY PUBLIC
Comm. Expires
July 28, 2019
HARRISON COUNTY

My Commission Expires:

STATE OF Mississippi

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state on this 10 day of January, 2019, within my jurisdiction, the within named **CASSIE WARE**, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
DAVID B. ESTES
ID# 74165
NOTARY PUBLIC
Comm. Expires
July 28, 2019
SON COUNTY

My Commission Expires:

EXHIBIT "A"

A lot described as beginning at a point 208.5 feet South of the Northwest corner of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, from thence run South 786.5 feet along a boundary this day marked as a true boundary of the property herein conveyed by C.E. Cruthirds, to a stake set for the SW corner of said property from thence East 708 feet to a stake marking the SE corner of said property which said point is 81 feet South of an iron stake marking the SW corner of the property of Dr. Fahnestock; thence from said SE corner run North 835 feet to a fence line marking the Southern boundary of the property of Lloyd; thence West 459 feet to a stake, thence North 451.5 feet to a stake on a fence line; thence West 249 feet to the point of beginning, containing 8 acres, more or less. This conveyance also includes a right-of-way or easement for road purposes, thirty feet wide, extending due South from the Highway leading from the residence of C. E. Cruthirds and wife to the Magnolia Highway, the east boundary of said thirty foot right-of-way is to run South from the Southeast corner of said property. All of said property herein conveyed being situated in and a part of the Northeast Quarter of the Northeast Quarter of Section 5, township 7 South, Range 11 West, in Harrison County, Mississippi, and being the same property conveyed by C. E. Cruthirds and wife by Deed dated October 15, 1927, and recorded in Book 171, page 431 of the Deed Records of Harrison County, Mississippi.

Also, starting at a stake thirty feet west of the Southeast corner of land owned by Oscar Elder, as above described, thence running in a westerly direction three hundred and eighteen feet to a stake, thence in a southerly direction, one hundred thirty-six feet to a stake, thence in an easterly direction three hundred thirty-five feet to a stake, thence in a northerly direction sixty feet to the point of beginning, containing a fraction less than three quarters of an acre, being in a southern part of the Northeast quarter of the Northeast quarter of Section 5, Township 7, Range 11 West.

Also, that certain lot or parcel of land, described as beginning at a point 208 feet West and 209 feet South of the Northeast corner of Section 5, Township 7 South, Range 11 West, as a point of beginning; and from thence run West 871 feet to a stake; thence South 150 feet, more or less, to the Northwest corner of the property now or formerly of J. C. Williamson; thence due East along the North line of said Williamson's property to a point due South at the point of beginning; on the West margin of Magnolia Highway; thence North 150 feet, more or less, to the point of beginning. Being located in and a part of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, in Harrison County, Mississippi.

LESS AND EXCEPT, that parcel conveyed to Mrs. Cecil Rowe Ball on March 10, 1948, by Warranty Deed recorded in Book 308 at pages 204-205 of the Land Deed Records of Harrison County, Mississippi, more fully described as follows, to-wit:

A lot or parcel of land beginning at the Southeast corner of the property of the Pittmans, which point is 995 feet South on the Quarter Section line from the NW corner of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, and from said point run East 708 feet for a point of beginning; from said point of beginning run North 180 feet to a stake; thence run West 150 feet to a stake placed 216 feet north of the south side of this lot; from thence run South 216 feet to the South line of the property now or formerly of Pittman; thence run East 150 feet to the place of beginning; said lot being situated in the Northeast corner of the property now or formerly of Pittman, and situated and being in and a part of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, together with all improvements therein and all rights and appurtenances thereunto belonging.

10

FILED THIS 13th DAY OF December, 20 18
GERALD W. BOND
Chancery Clerk
Lynn Stokes
D.C.

IN THE CHANCERY COURT OF STONE COUNTY, MISSISSIPPI

IN THE MATTER OF THE CONSERVATORSHIP
OF ELEANOR SUE ROBERTS

CASE NO. 66CH1:18-252 (CB)

PATRICIA MCGILL PETITIONER

JUDGMENT FOR APPOINTMENT OF CONSERVATOR, AND FOR LETTERS OF CONSERVATORSHIP

This cause came on for consideration on December 11, 2018 on the Amended Petition (hereinafter the "Petition") filed by Patricia McGill, the sister of the proposed ward, Eleanor Sue Roberts, requesting that this Court appoint Patricia McGill as the conservator over the estate of Eleanor Sue Roberts for the sole and limited purpose of conveying the ward's interest in certain real estate described herein, and for letters of conservatorship, and the Court, being fully advised in the premises, finds that it has jurisdiction over the parties and of the subject matter in this action and FINDS, ORDERS AND ADJUDGES as follows:

1. Patricia McGill is the sister of Eleanor Sue Roberts. Patricia McGill is an adult resident of the State of Georgia. She filed the petition herein requesting that the Court appoint her as the Conservator over the ward's estate for the purposes described herein.

2. The proposed ward, Eleanor Sue Roberts, is an adult resident of Stone County, Mississippi, and therefore, this Court has jurisdiction over the parties and of the subject matter herein. She was personally served with the summons and petition on November 21, 2018.

3. The Court finds that Stacy Evans, the niece of the ward, is an adult resident of Stone County, Mississippi, and is the ward's closest relative residing in this state. She was also personally served with the summons and petition on November 21, 2018.

4. The Court finds that no objection has been made in open court or in the Court file objecting to the relief as requested by the Petitioner in the Petition. The Court further finds that Eleanor Sue Roberts is incapable of caring for her person or managing her estate as evidenced by the statements of two treating physicians, attached to the Petition as Exhibits "A" and "B" respectively, and which are fully incorporated herein by reference. Eleanor Sue Roberts has been diagnosed with Dementia among other medical conditions that render her mentally incompetent. Both physicians agree that she is unable to handle her business affairs or to make decisions in her best interests.

5. The Court finds that Patricia McGill is a fit and proper person to be appointed as the Conservator over the estate of Eleanor Sue Roberts for the limited purposes described herein, and that she is otherwise qualified under the statutes of the State of Mississippi to serve in this capacity. The purpose of the conservatorship is as set out below.

6. On June 1, 1973, William L. Stewart conveyed certain real property located in the First Judicial District of Harrison County, Mississippi to James O'Fallin, Patricia O'Fallin McGill, and Glatha Nell O'Fallin Ware as tenants in common, subject to a life estate in said property being granted to James O'Fallin, Eleanor Sue Roberts, and Charles Roberts. A copy of the Special Warranty Deed is attached to the Petition on file in this action as Exhibit "C" and is fully incorporated herein by reference.

7. The Court finds that two of the three life estate grantees in the deed referenced herein are now deceased. James O'Fallin died on May 2, 1994, and Charles Roberts, who was the spouse of Eleanor Sue Roberts, died on November 1, 1998. The Court finds that said real property is unoccupied, and further that Eleanor Sue Roberts does not reside on said property, and further that Eleanor Sue Roberts will never reside on said property due to her medical condition and the fact that there are no habitable structures on the property. The ward does not have any other interest in said property other than the referenced life estate. Therefore, the Court finds that the ward will not be prejudiced if the Court should grant the relief as requested by the Petitioner herein.

8. The Court finds that the owners of said property, including the Petitioner, Patricia McGill, are desirous of selling the subject real property, but due to the ward's illness, the ward is incapable of providing consent for the property to be sold. As such, the Court hereby appoints Patricia McGill as the ward's conservator for the sole purpose of executing any and all documents necessary at closing to convey the ward's interest in the real property to the proposed buyers, and further to execute any and all documents on behalf of the ward that are necessary at closing to convey title to the proposed buyer and to terminate the ward's life estate in said property. The Court finds that the contract for sale and purchase of the referenced property, a copy of which is attached hereto, is approved in all respects, as the ward will not be prejudiced by the sale for the reasons cited herein.

IT IS THEREFORE, ORDERED AND ADJUDGED that Patricia McGill be appointed as the Conservator over the estate of Eleanor Sue Roberts for the sole and limited purpose of having the authority to convey the ward's interest in the real property

described on Exhibit "C" to the Petition, and further that the conservator shall serve without bond, as it is discretionary with the Court. The Court finds that upon the filing of the oath of Conservator, that Letters of Conservatorship shall be issued to Patty McGill and that formal accountings be waived, as it is not anticipated that any funds will come into the ward's estate as a result of the sale of the above referenced real property. The Court further finds that following the sale of the subject property, that this matter shall stand fully and finally closed and the conservator discharged.

SO ORDERED AND ADJUDGED on this the 11 day of December 2018.

CHANCELLOR

Presented to the Court by:

Kelly Michael Rayburn
Attorney at Law
P.O. Box 2566
Gulfport, MS 39505
(228) 539-2400 (ofc)
(228 539-3130 (fax)
MSB# 8604

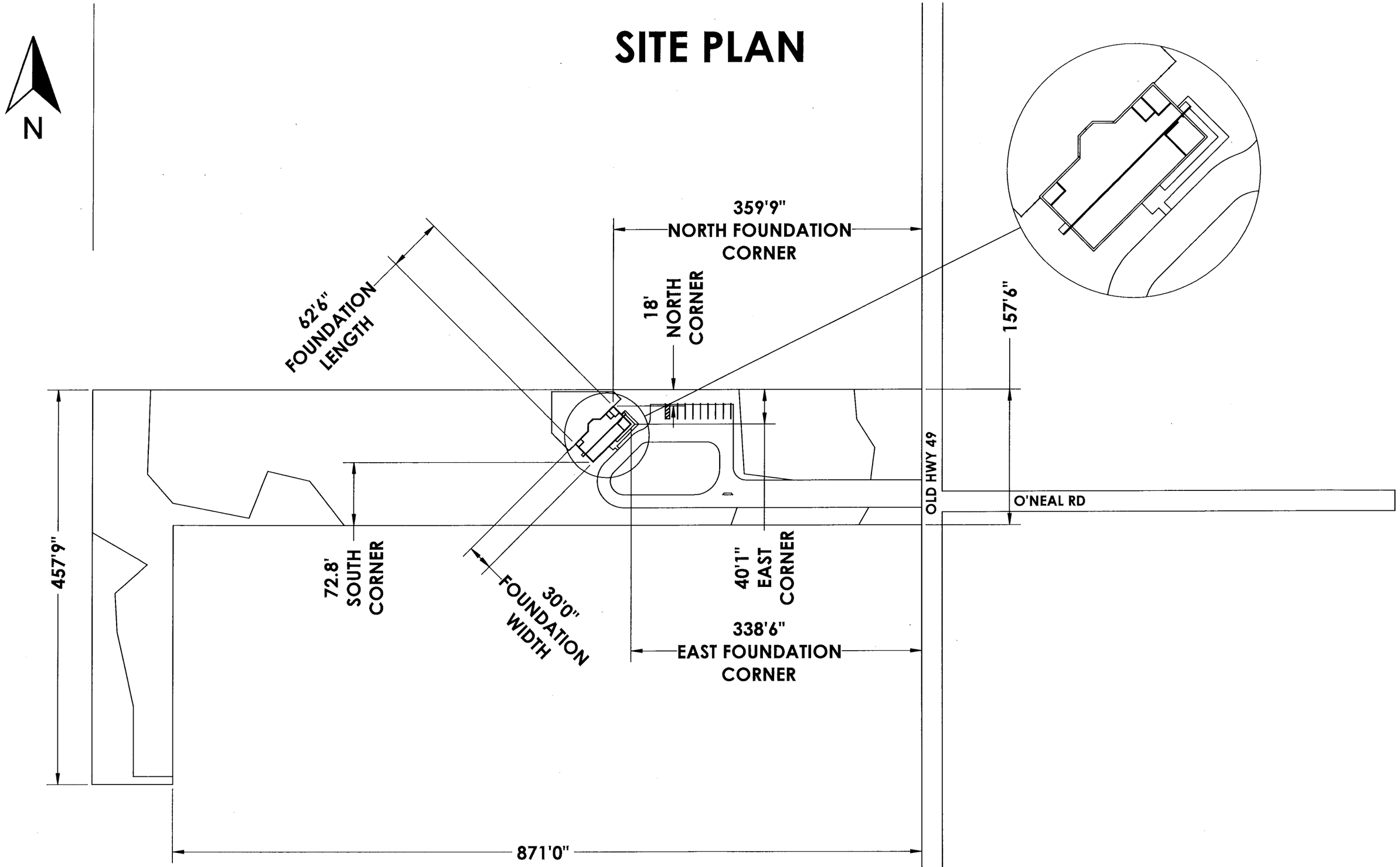
10496458 PERMITS RECEIPT N
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 01/27/21 TIME: 11:53
CLERK: sgill
CUSTOMER#:
CUSTOMER NAME

0

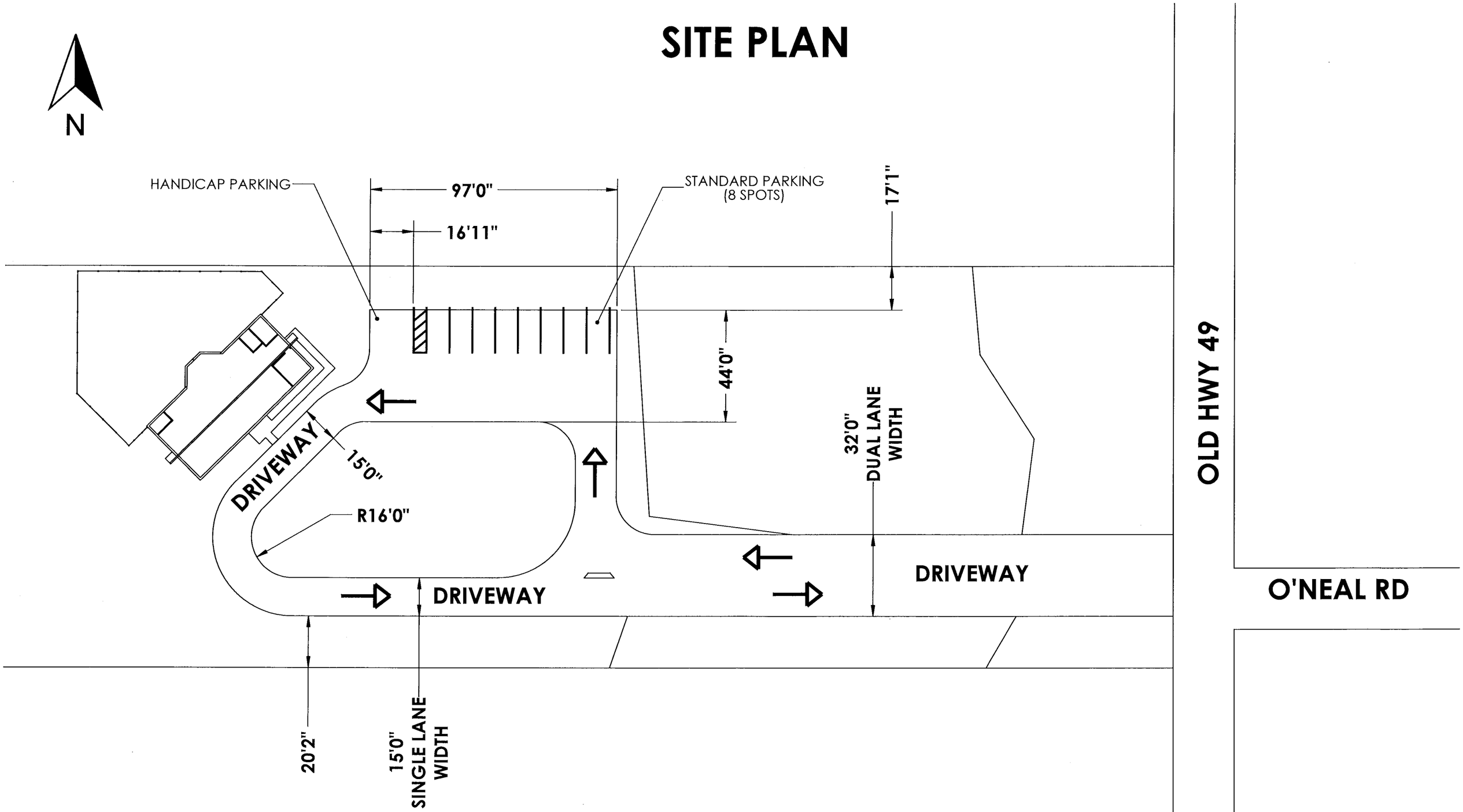
AMOUNT PAID:
PAID BY: PZD
PLANNING AND 75.00

SITE PLAN



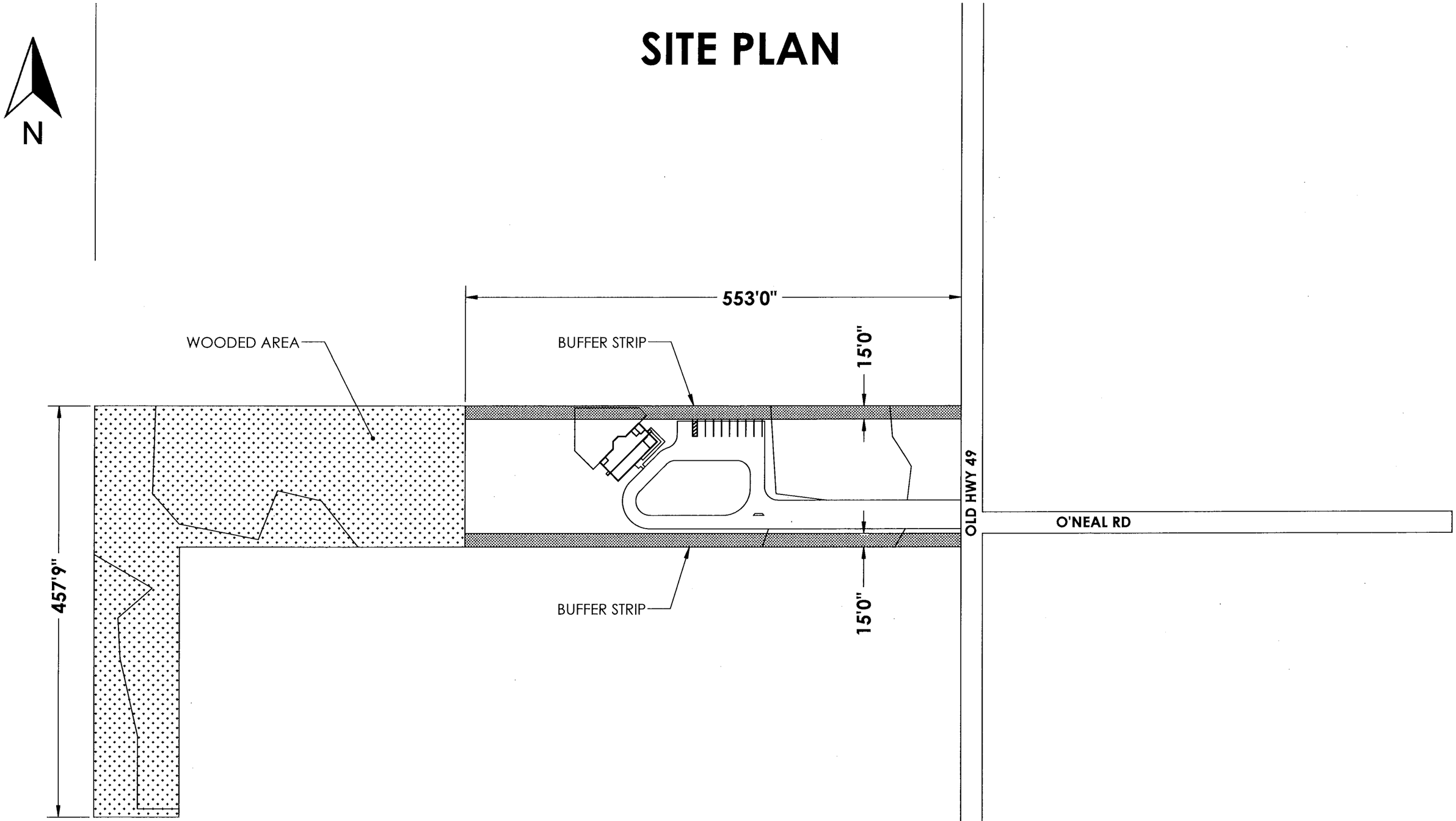
PROPERTY LINES AND FOUNDATION LOC.

SITE PLAN



PARKING LOT AND DRIVEWAY

SITE PLAN



BUFFER STRIPS

RE: Special Exception 2103SE036, by owners Kyle & Emily Fitzpatrick, tax parcel 0708A-01-016.001, Request day care use, Old Hwy 49, Zoned R-O (Residence-office), Ward 7

To Applicants and Adjacent Property Owners:

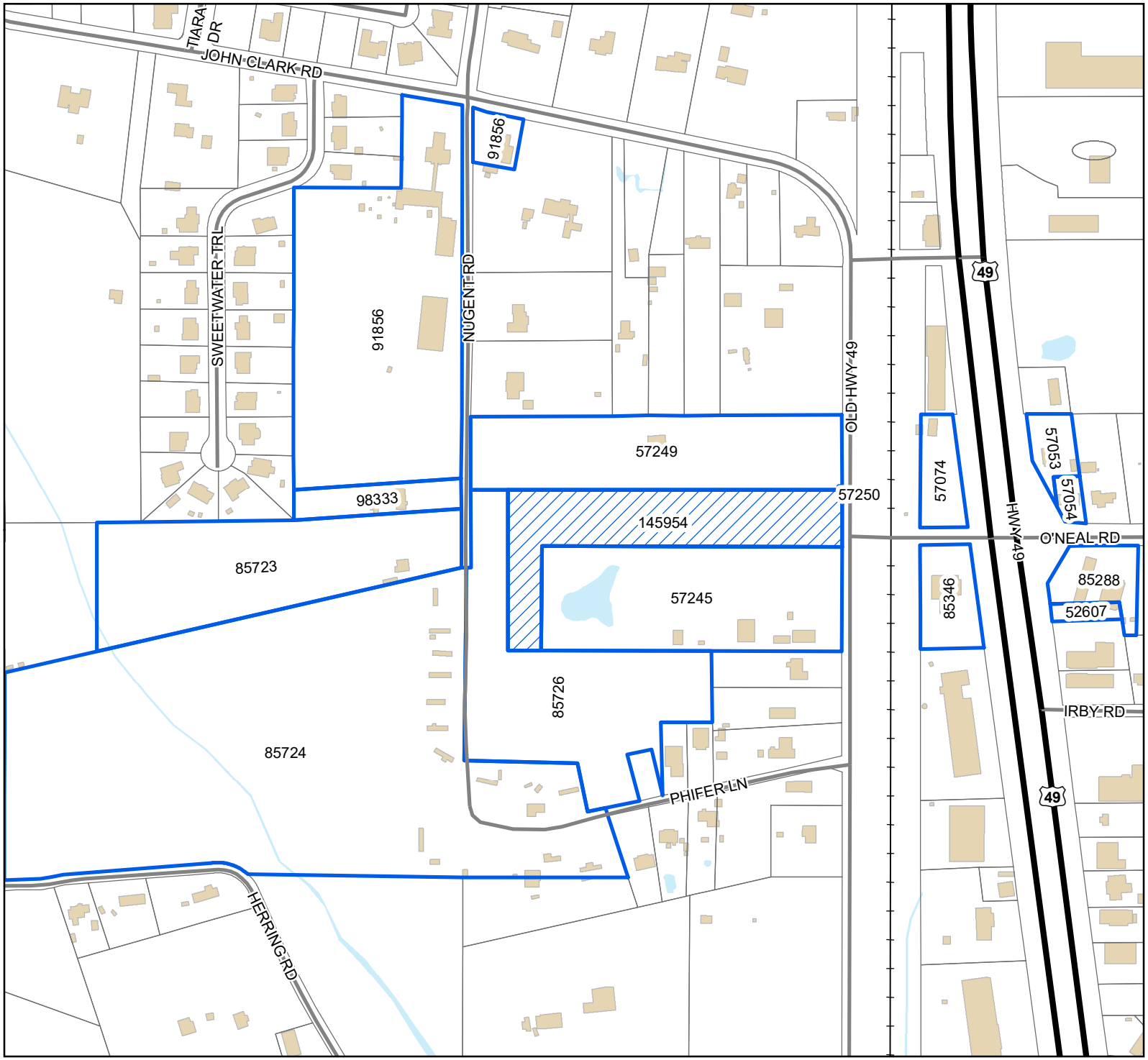
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, March 25, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas.shtml then click the City of Gulfport Planning Commission for **Thursday, March 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
	85726	0708A-01-016.000	FITZPATRICK KYLE & EMILY (owner)	16125 SYLVAN DR	GULFPORT	MS	39503
n			**Adjacent Property Owners**				
	85346	0808D-04-002.000	FIRST THE	P O BOX 15549	HATTIESBURG	MS	39404
	145954	0708A-01-016.001	FITZ ESTATES LLC	16125 SYLVAN DR	GULFPORT	MS	39503
	57245	0708A-01-015.000	FRANKLIN HELEN C -L/E-	12465 OLD HWY 49	GULFPORT	MS	39503
	85723	0708A-01-003.000	FRANKLIN WALTER E & SALLIE A	12511 NUGENT RD	GULFPORT	MS	39503
n	98333	0708A-01-003.001	FRANKLIN WALTER E & WF	12511 NUGENT RD	GULFPORT	MS	39503
	57250	0708A-01-001.000	GULF SOUTH PIPELINE COMPANY LP ATTN: D	P O BOX 20008	OWENSBORO	KY	42304
	91856	0707P-01-019.000	NUGENT UNITED METHODIST CHURCH	13080 JOHN CLARK ROAD	GULFPORT	MS	39503
	57054	0808D-01-026.000	PUCHEU EDDIE JOHN -EST-	12520 HWY 49	GULFPORT	MS	39503
n	57053	0808D-01-026.001	PUCHEU ELDER J	12520 HWY 49	GULFPORT	MS	39503
	57249	0708A-01-002.000	REORGANIZED CHURCH OF JESUS CHRISTC/C	204 N ISLAND VIEW	LONG BEACH	MS	39560
	57074	0808D-04-001.000	SEAL BOBBI	409 HWY 90	GAUTIER	MS	39553
	85724	0708A-01-004.000	SMALLWOOD JOY R	1600 HASKELL AVE UNIT 2	DALLAS	TX	75204
	52607	0808D-02-014.000	STEGALL CHARLES R	P O BOX 6458	DIAMONDHEAD	MS	39525
n	85288	0808D-02-013.000	STEGALL CHARLES R	P O BOX 6458	DIAMONDHEAD	MS	39525

2103ZB036

Special Exception



Legend

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

0 60 120 180
Yards

1 inch = 400 feet

N
W E
S

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

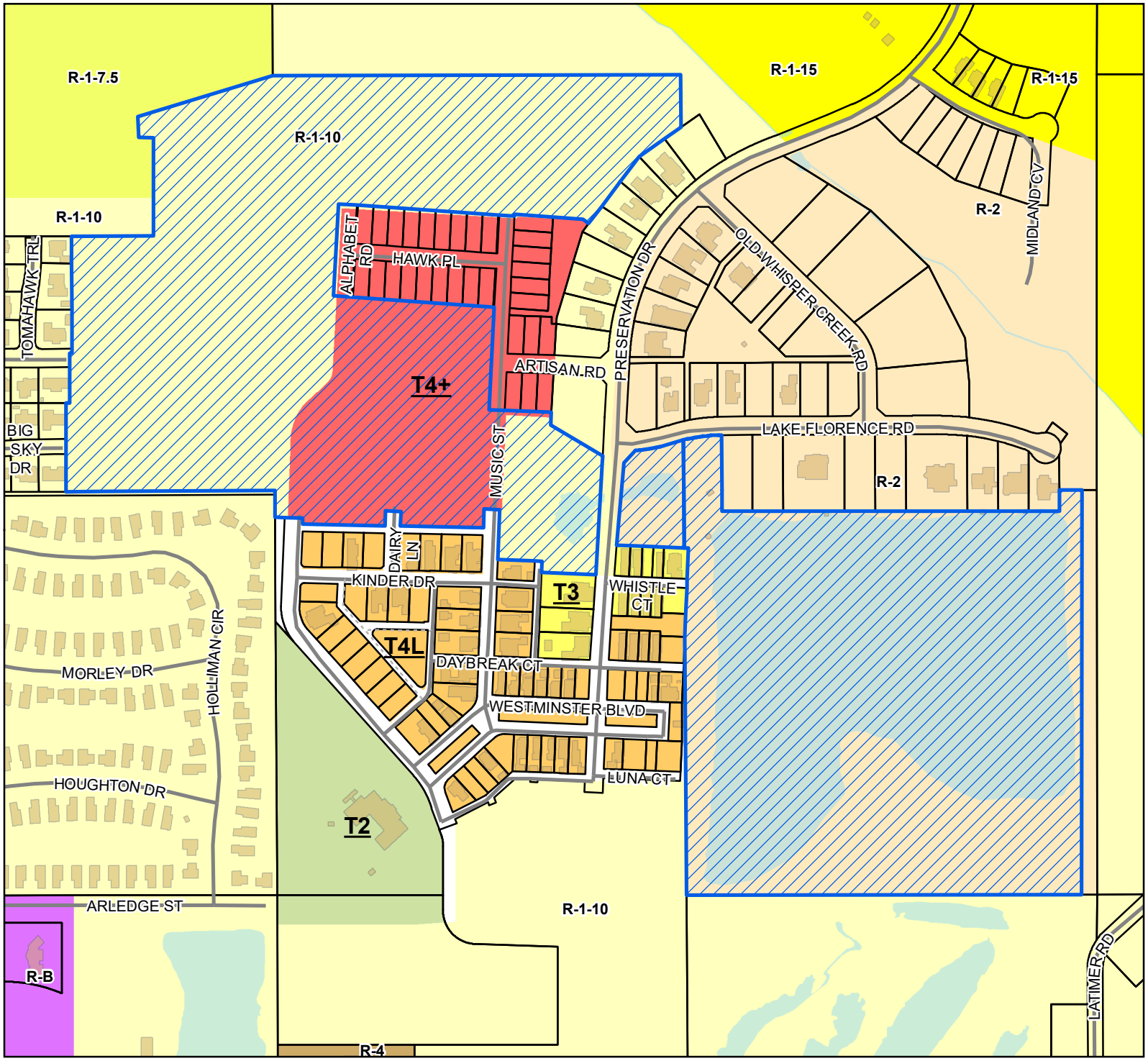
Date of Hearing: April 22, 2021

Re: <u>General Plan 2103PC045:</u>
(Deferred from March meeting)

General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 26-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (Single-family), Ward 6

2103PC045

General Plan



Site
Street
Alley
Parcels
Buildings
Water Features

Smart Code

- T4+
- T4L
- T3
- T2

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)
- R-4 - General Residence (High Density)
- R-B - Residence-Business District

Site Information

0908E-01-001.001
0908F-01-001.000
Zoning: T4+ (General Urban Zone "Plus")
R-1-10 (Single-family)
R-2 (Single-family)
Size: 85.7 acres
Flood: X

0 70 140 210
Yards
1 inch = 450 feet

N W E S

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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 # 0908E-01-001.001 or 0908F-01-001.000.

BROWN, MITCHELL & ALEXANDER

DATE: 02/01/2021

PROJECT ENGINEER
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 1st day of Feb, 2021.

NOTARY PUBLIC
Expires: 4/29/21

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 48971
MICHELLE RAE PHILLIPS
Commission Expires
April 29, 2021
HARRISON COUNTY

February 1, 2021

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

RE: Authority to Act as Agent
Florence Gardens (Tax Parcel: 0908E-01-001.001 and 0908F-01-001.001)
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Lake Florence Road and Hawk Place; North of Kinder Drive; Adjacent Preservation Drive, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001 and 0908F-01-001.001).

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

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 124734 ANA L. JOHNSON Commission Expires July 15, 2022 HARRISON COUNTY

C:\Users\Ryan\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\UH7U9NQG\LTR Authority to Act as Agent (004).docx

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 VIII

GULFPORT, MISSISSIPPI

PREPARED FOR

FLORENCE GARDENS, LLC

12321 PRESERVATION DRIVE GULFPORT, MS 39503

PH (228) 539-5039

PRELIMINARY

FEBRUARY, 2021

bma BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

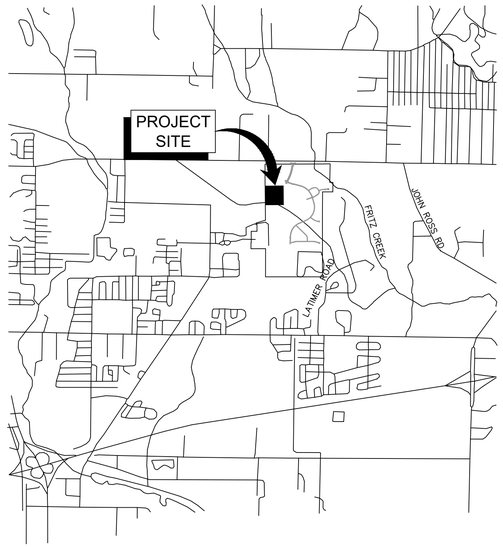
401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612

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

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

FILE NAME

LOCATION MAP



SCALE: 1" = 1000'

NORTH

SHEET INDEX

DESCRIPTION	SHEET NO.
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BMA No. 3405-21

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

1. 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.
2. 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

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES WITHIN THE PROJECT LIMITS LOCATED AND THOSE LOCATIONS UPDATED AS NECESSARY DURING THE PROJECT.
4. ADJUSTMENTS TO PRIVATE UTILITIES (I.E. GAS, POWER, ELECTRIC, COMMUNICATION, ETC.) SHALL BE MADE BY OTHERS BUT SHALL BE COORDINATED BY CONTRACTOR.
5. 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.
6. 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.
7. 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.
8. 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.
9. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE ENGINEER.
10. 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.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A SAFE AND HEALTHY WORK SITE.
12. 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
13. 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.
14. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT GULFPORT CONSTRUCTION STANDARDS.

ROADWAY & CONCRETE WORK

1. BASE AND PAVEMENT FOR STREET INTERSECTION AND ADJACENT ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY.
2. 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.
3. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.
4. ALL RADII ARE TO BE FIELD DETERMINED. RADII SHOWN ON THE PLANS ARE APPROXIMATE.
5. ALL CONCRETE SHALL BE CLASS "B", 3,000 PSI UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¾", UNLESS OTHERWISE NOTED. MATERIALS, PLACEMENT AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. 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.
7. CRUSHED STONE BASE WILL BE PAID BASED ON THE LINES AND GRADES SHOWN ON THE PLANS.

EARTHWORK

1. ALL SOILS DISTURBED SHALL BE COMPACTED TO 95% PER ASTM D 1557 IN 8" LIFTS BENEATH ROADWAY AND 92% PER ASTM D 1557 IN 8" LIFTS FOR DISTURBED SOILS BEYOND THE ROADWAY.

SURFACE DRAINAGE & GRADING

1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE SITE AT ALL TIMES DURING THE COURSE OF THE PROJECT.
2. 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.
3. 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.
4. 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.
5. AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.

SUBSURFACE DRAINAGE

1. TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL REINFORCED PIPE (ROUND AND ARCH) SHALL BE SUPPLIED WITHOUT LIFTING (PICK-UP) HOLES.
3. FLARED END SECTIONS (ALL SIZES) MAY BE FURNISHED WITH EITHER BELL & SPIGOT OR TONGUE & GROOVE JOINTS.
4. ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS, AND DEPTH OF PIPE.
5. PIPE LENGTHS ARE MEASURED FROM INSIDE FACE OF BOX TO INSIDE OF BOX.
6. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
7. CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65" X 40" AND SMALLER. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AND THE COST SHALL BE ABSORBED.
9. NO IMPROVEMENT SHALL INTERFERE OR BLOCK DRAINAGE.
10. 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.
11. PAYMENT FOR STEPS AND INSTALLATION OF STEPS IN DRAINAGE STRUCTURES SHALL BE AN ABSORBED ITEM. STEPS ARE REQUIRED IN ANY BOX DEEPER THAN 3'.
12. REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
13. RECONNECTING EXISTING PIPES TO NEW DRAINAGE STRUCTURES SHALL BE ABSORBED, INCLUDING ANY DISCOVERED PIPES THAT NEED TO BE CONNECTED.

UTILITIES GENERAL

1. 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.
2. 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.
3. CONTRACTOR SHALL COORDINATE CONNECTION TO EXISTING WATER AND SEWER SYSTEM WITH THE OWNER OF THE UTILITIES AND ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. 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.
5. 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

1. 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

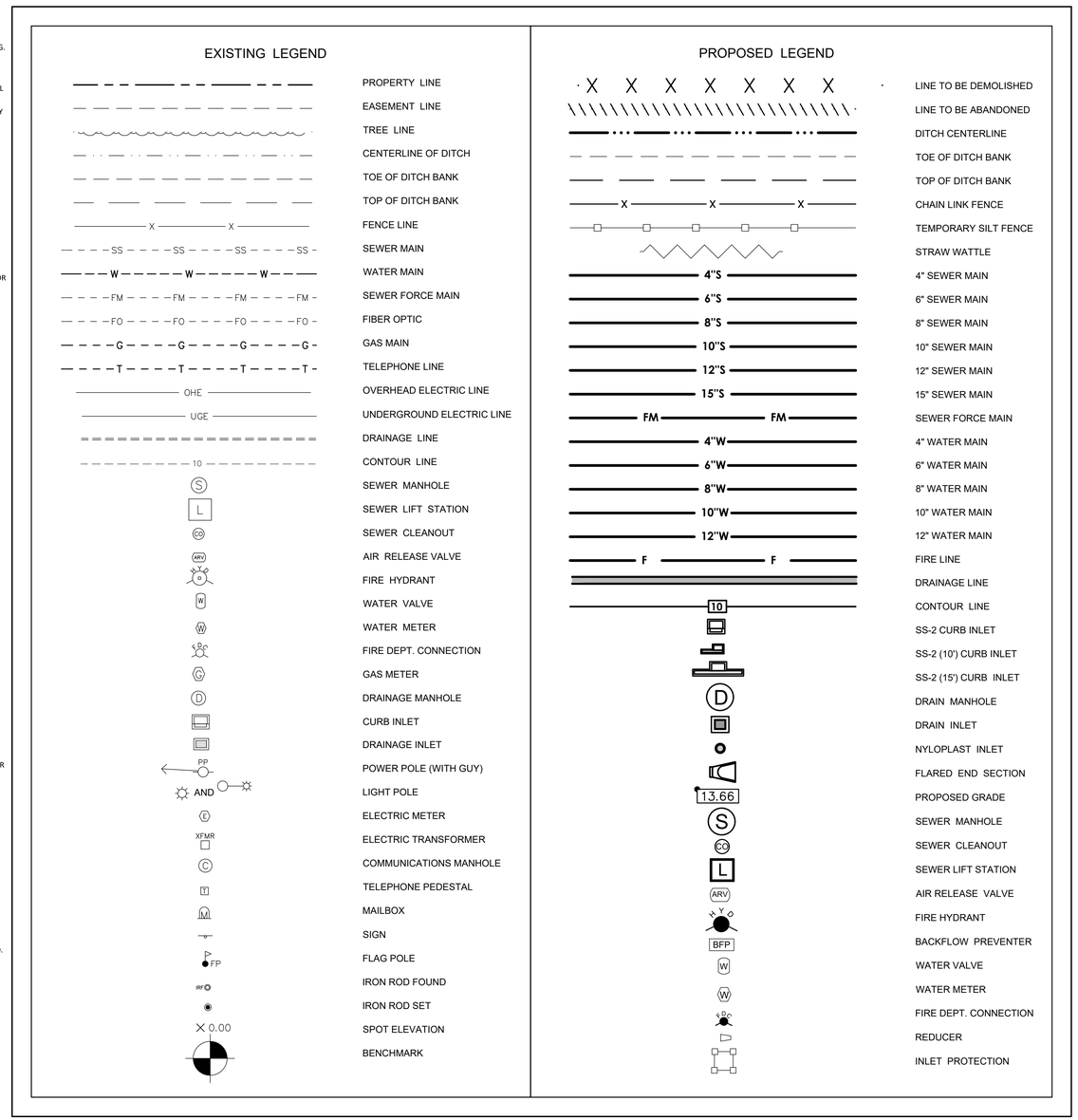
1. THE CONTRACTOR SHALL NOT OPERATE ANY VALVE OR PUMP STATION, PLUG ANY SEWER PIPE OR DISCONTINUE ANY SERVICE WITHOUT SPECIFIC PERMISSION FROM THE OWNER OR HIS AUTHORIZED REPRESENTATIVE.
2. ALL MANHOLES SHALL BE A MINIMUM FOUR FEET (4') IN DIAMETER UNLESS OTHERWISE NOTED ON THE DRAWINGS. LARGER DIAMETER 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.
3. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL SEWER MANHOLES AT NO ADDITIONAL COSTS.
4. ALL MANHOLES WITHIN THE FLOOD ZONE SHALL HAVE WATERTIGHT MANHOLE CASTINGS.
5. CONTRACTOR SHALL VIDEO INSPECT NEW SANITARY SEWER MAINS AND SERVICES INSTALLED AS PART OF THE PROJECT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

EROSION CONTROL

1. 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.
2. 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.
3. THE CONTRACTOR SHALL MONITOR THE SITE FOR COMPLIANCE WITH THE CNOI AND SHALL PRODUCE REPORTS IN ACCORDANCE WITH THE CNOI.
4. 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.
5. 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.
6. SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
7. 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.
8. EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
9. 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.
10. CONTRACTOR SHALL KEEP ALL ADJACENT ROADWAYS CLEAN OF DIRT AND DEBRIS AT ALL TIMES AND SHALL SWEEP STREETS DAILY, IF NECESSARY.
11. TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN IMMEDIATELY WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOURTEEN DAYS OR MORE.
12. 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.
13. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE PERFORMED OFFSITE.
14. 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.
15. 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.
16. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
17. 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.
18. 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.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
20. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.
21. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

1. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, MAINTENANCE LIMESTONE, 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).
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
11. ALL PLASTIC DRUMS AND CONES SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.



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www.bmaengineers.com (228)864-7612

REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

GENERAL NOTES & LEGENDS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	N/A
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-002

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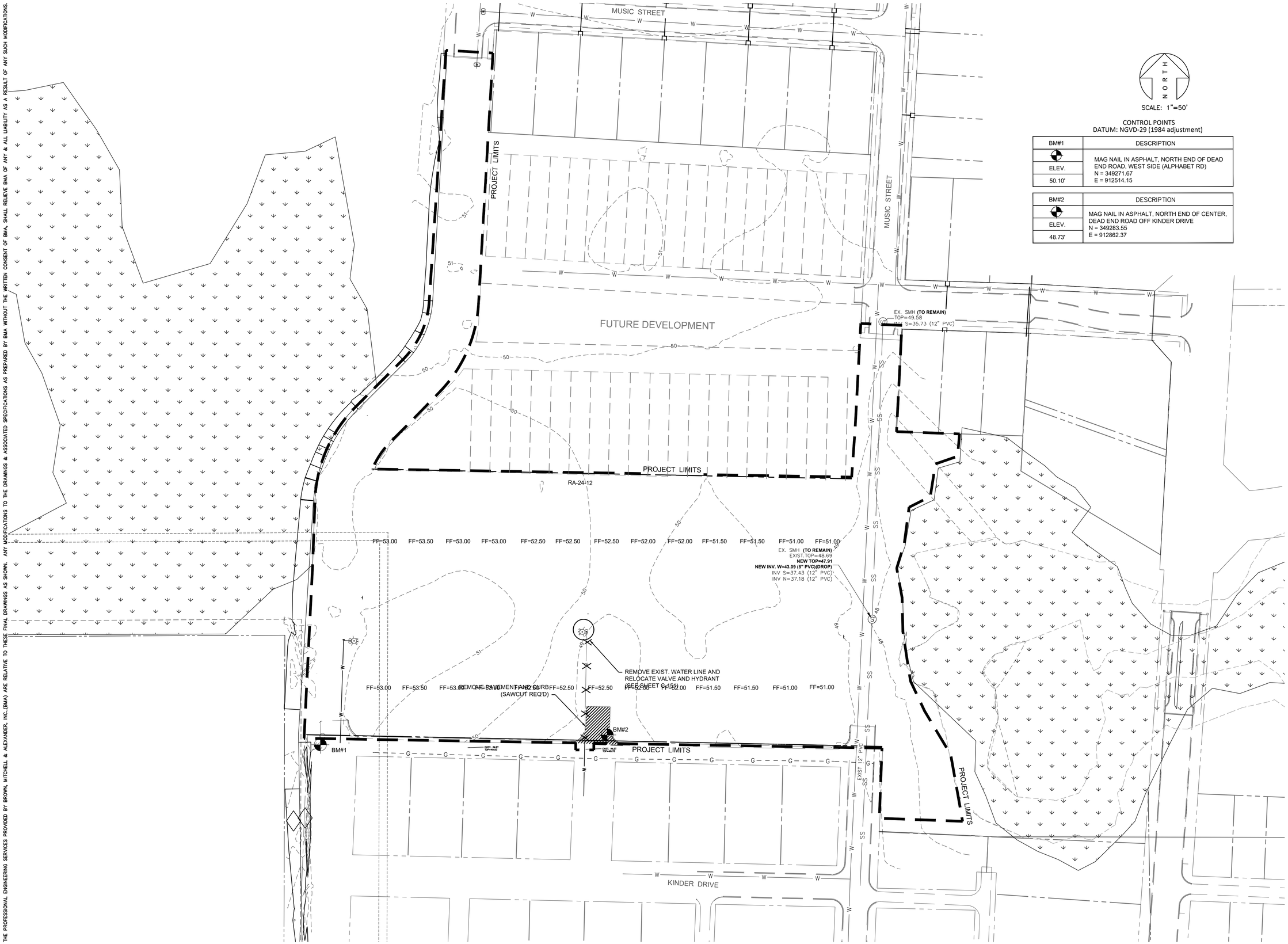

CONTROL POINTS
DATUM: NGVD-29 (1984 adjustment)

BM#1	DESCRIPTION
ELEV.	MAG NAIL IN ASPHALT, NORTH END OF DEAD END ROAD, WEST SIDE (ALPHABET RD) N = 349271.67 E = 912514.15
50.10'	

BM#2	DESCRIPTION
ELEV.	MAG NAIL IN ASPHALT, NORTH END OF CENTER, DEAD END ROAD OFF KINDER DRIVE N = 349283.55 E = 912862.37
48.73'	

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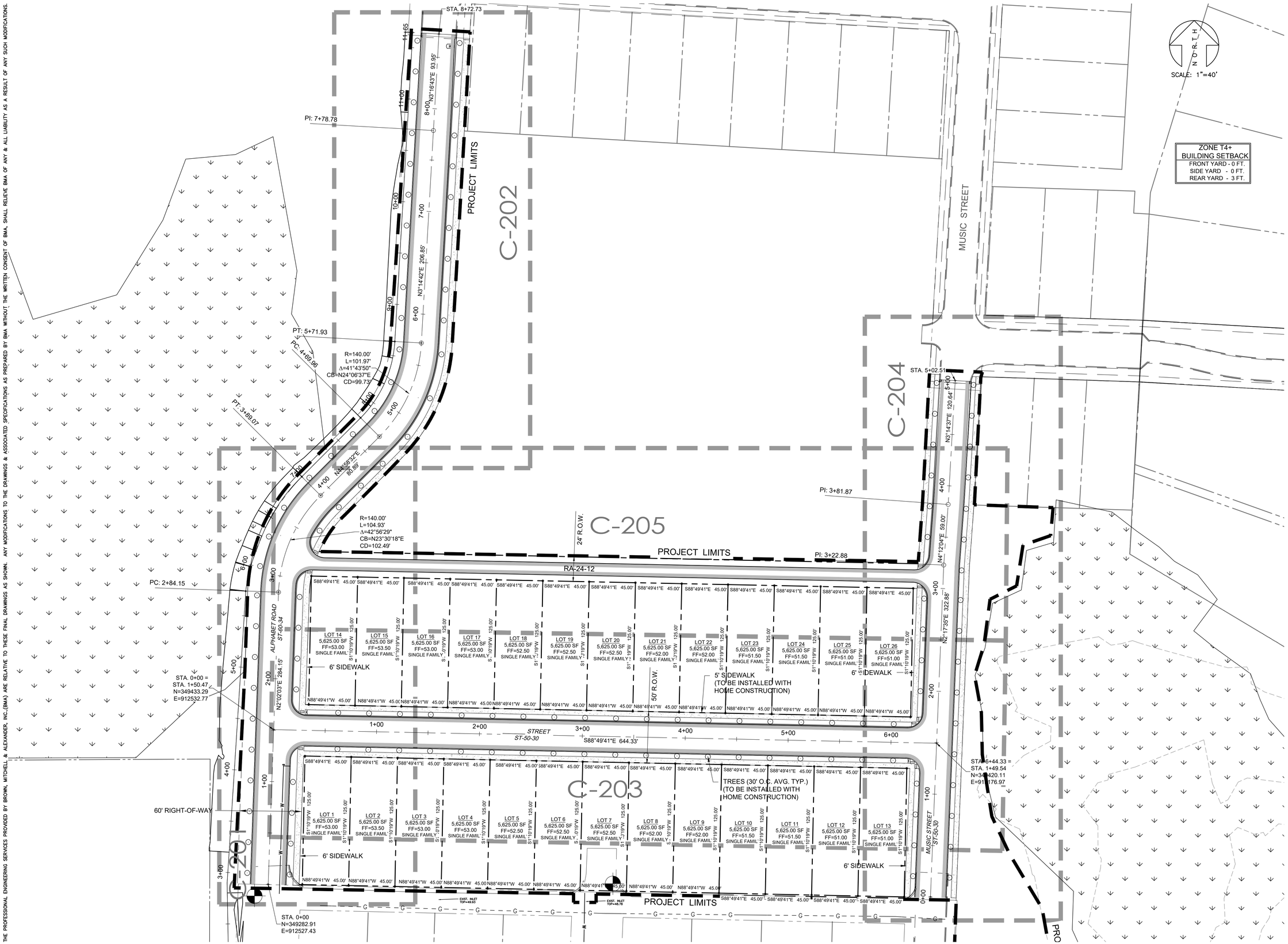
REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

EXISTING CONDITIONS & DEMO

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=20'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-111



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REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

SITE PLAN & SHEET LAYOUT

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=40'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-121

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REV	DATE	BY

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PHASE VIII
GULFPORT, MISSISSIPPI

OVERALL WITH LAKE DIVISION

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=100'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-122

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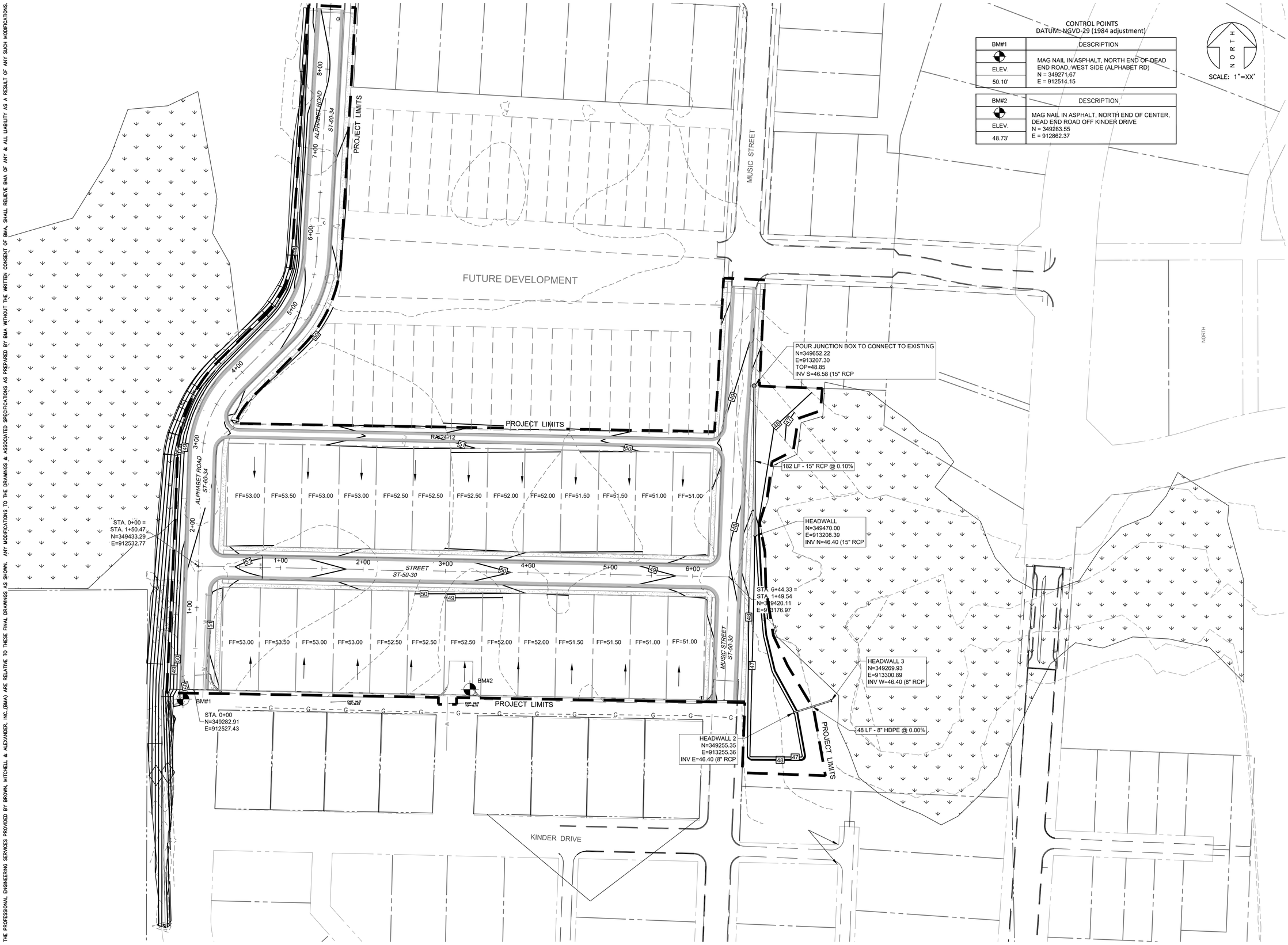

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REV	DATE	BY

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PHASE VIII
GULFPORT, MISSISSIPPI

GRADING AND DRAINAGE PLAN

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=50'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-131

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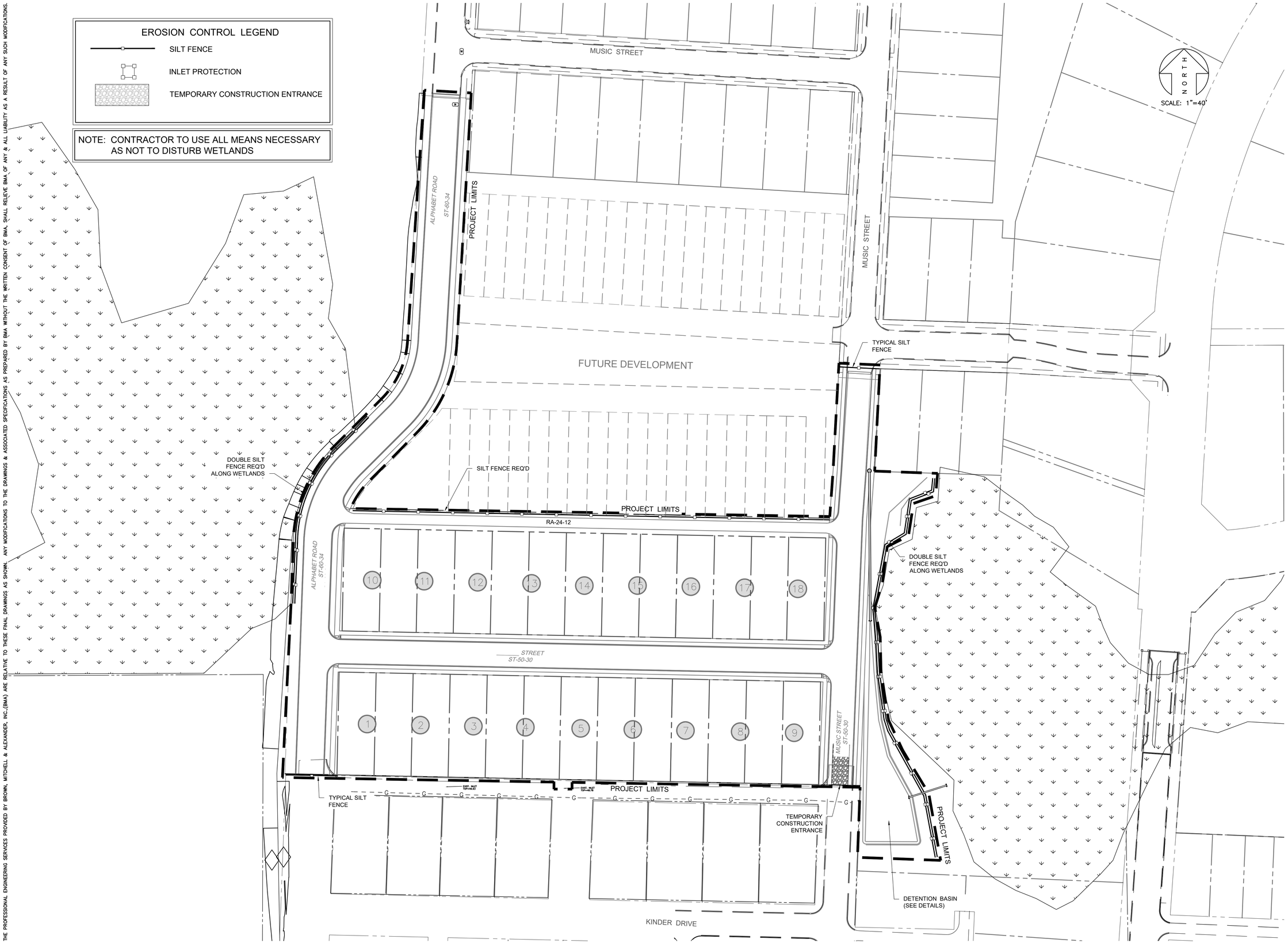

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FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

EROSION CONTROL PLAN

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=50'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-141

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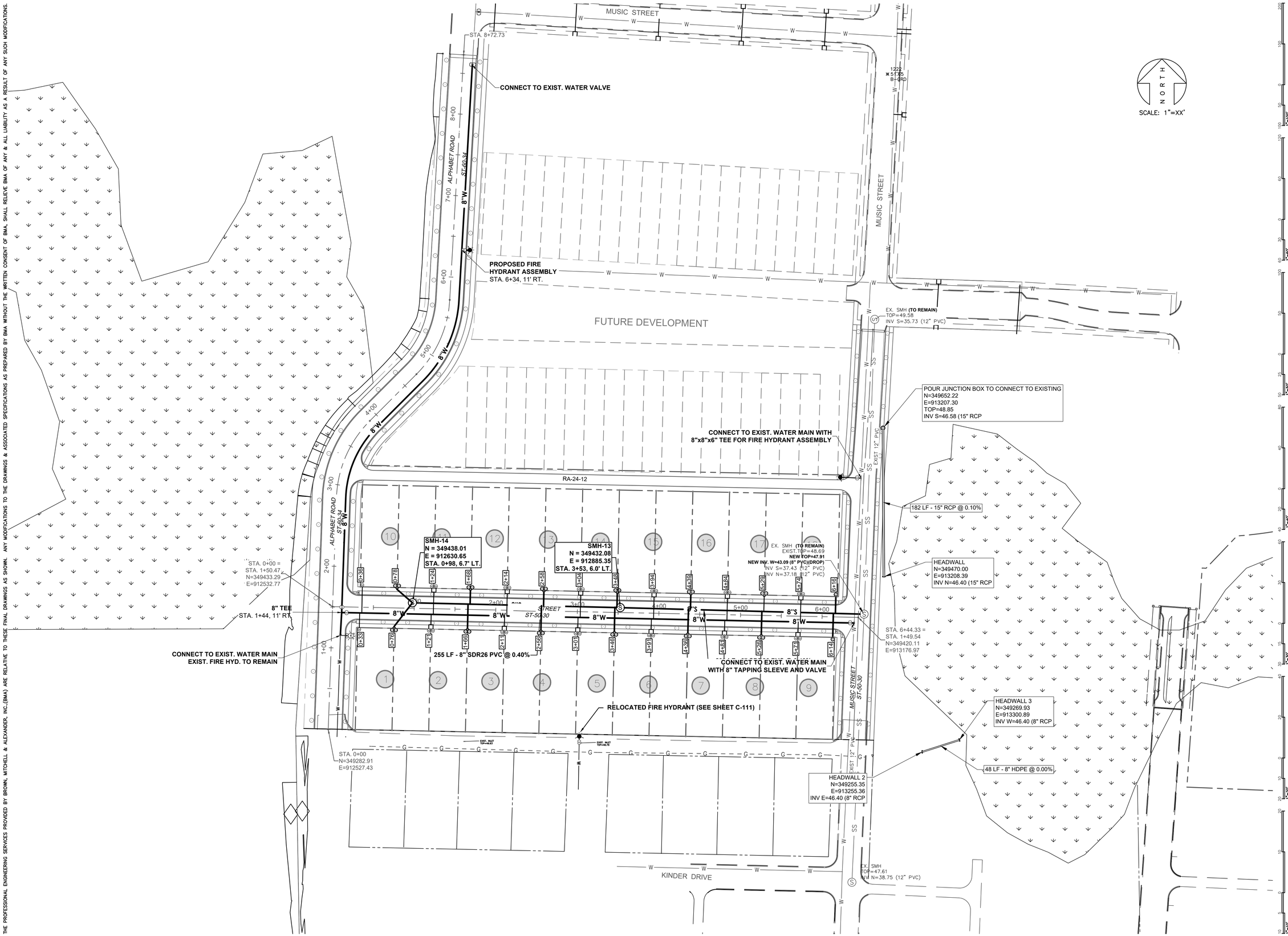

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PHASE VIII
GULFPORT, MISSISSIPPI

SITE UTILITY PLAN

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=20'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-151

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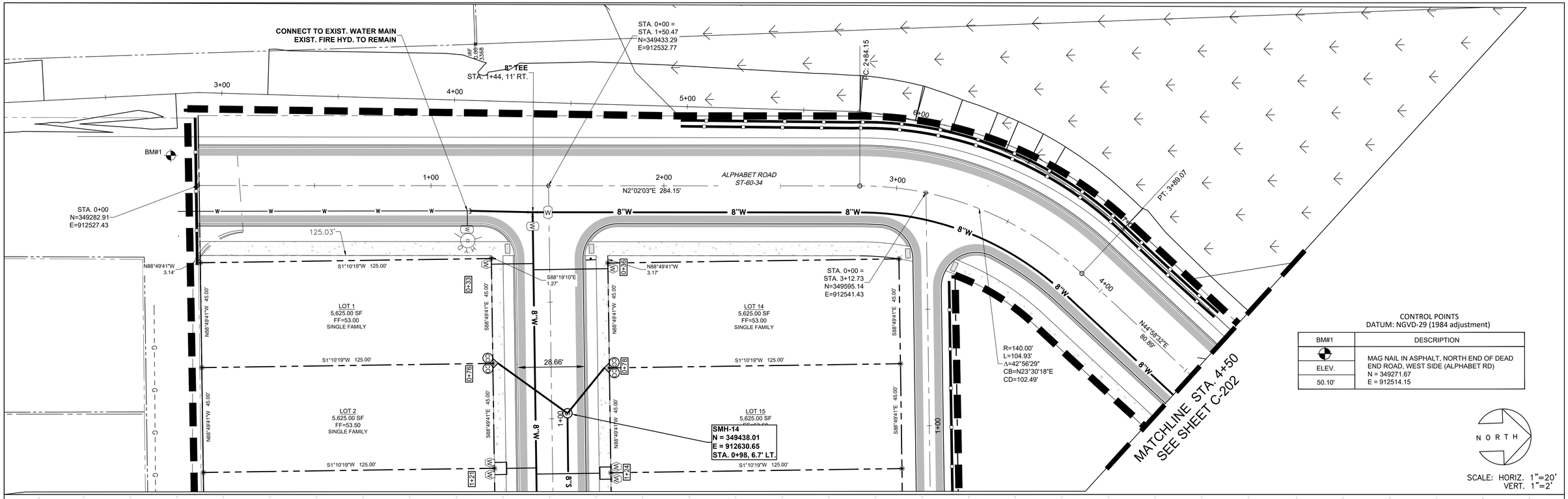

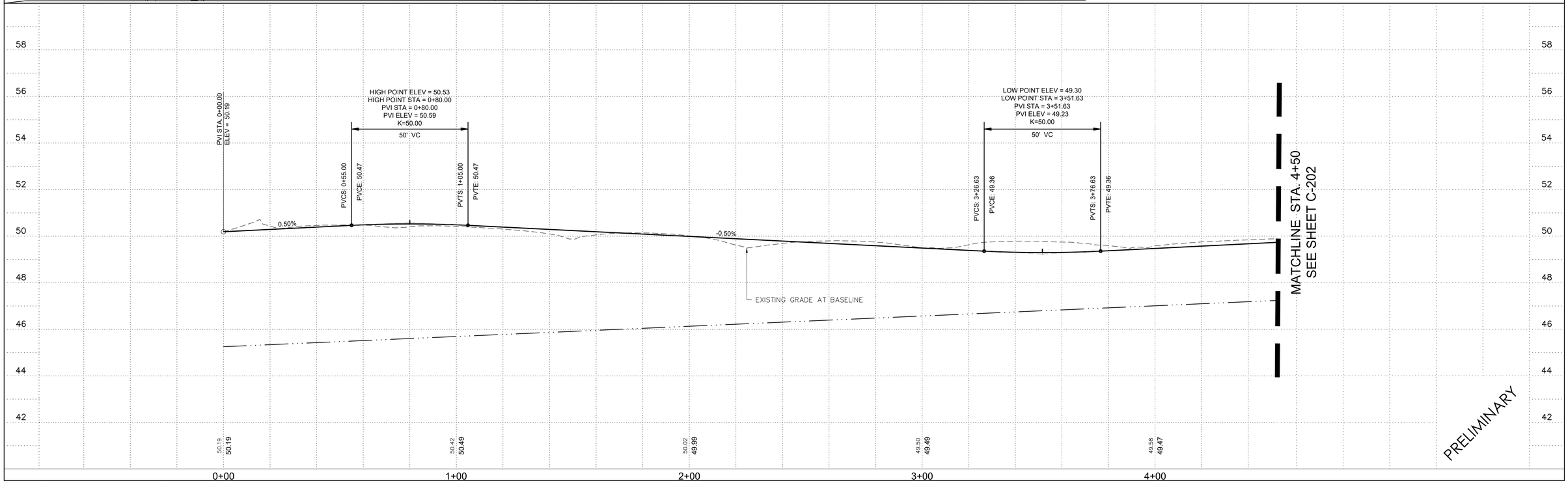

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SHEET C–201

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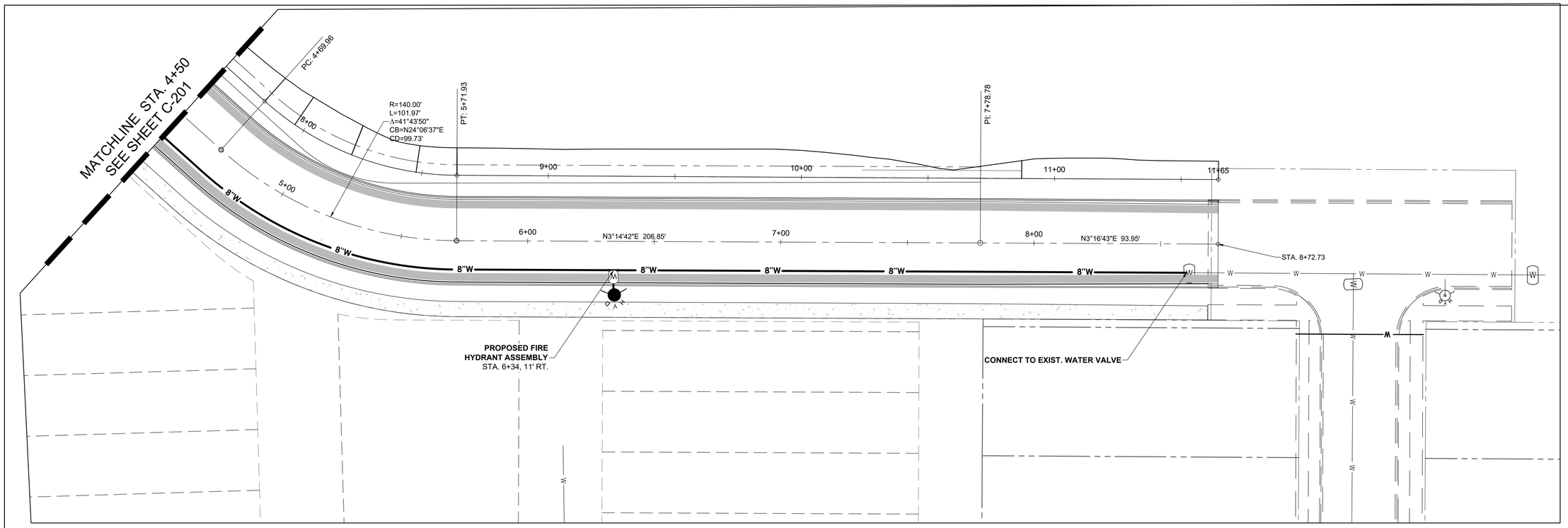
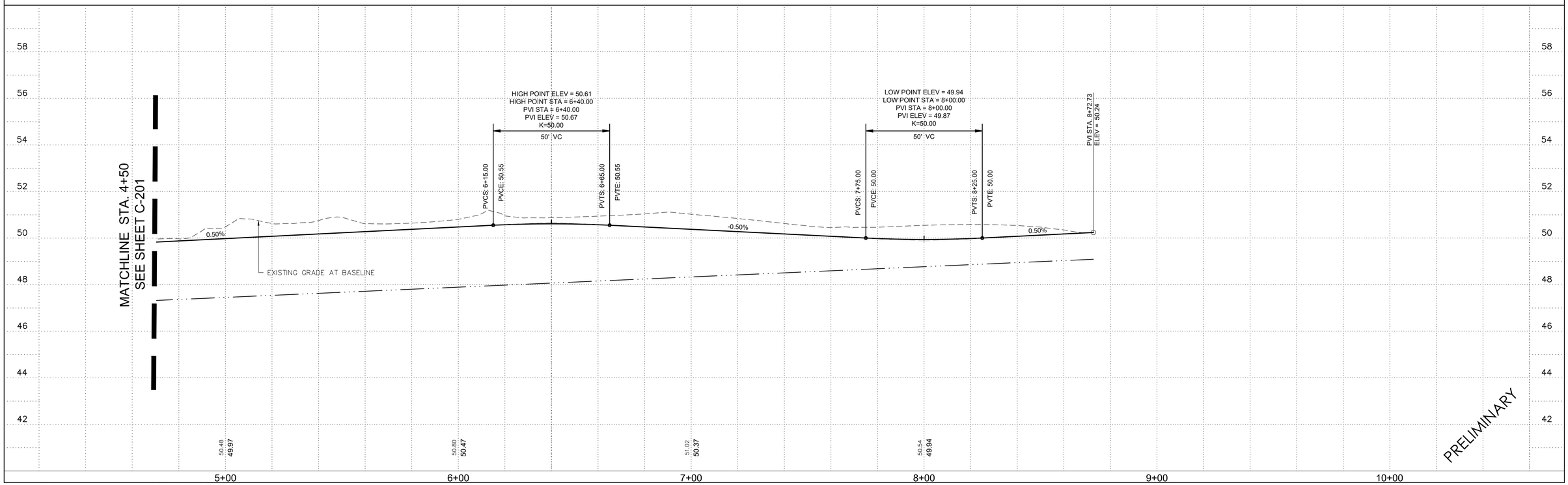


SCALE: HORIZ. 1"=20'
VERT. 1"=2'



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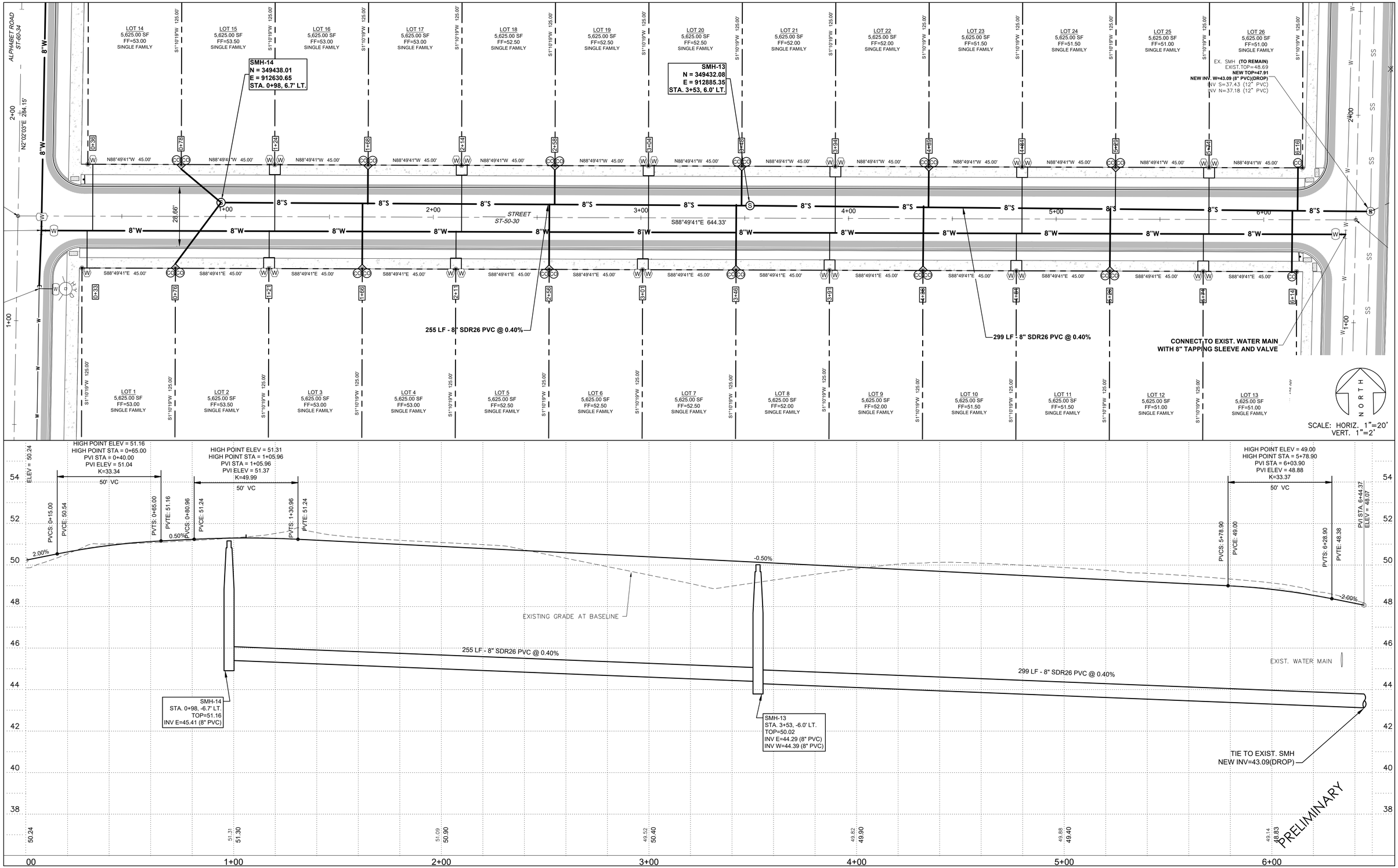
FLORENCE GARDENS – PLAN & PROFILE STA. 4+50 TO STA. 8+73

SHEET C–202

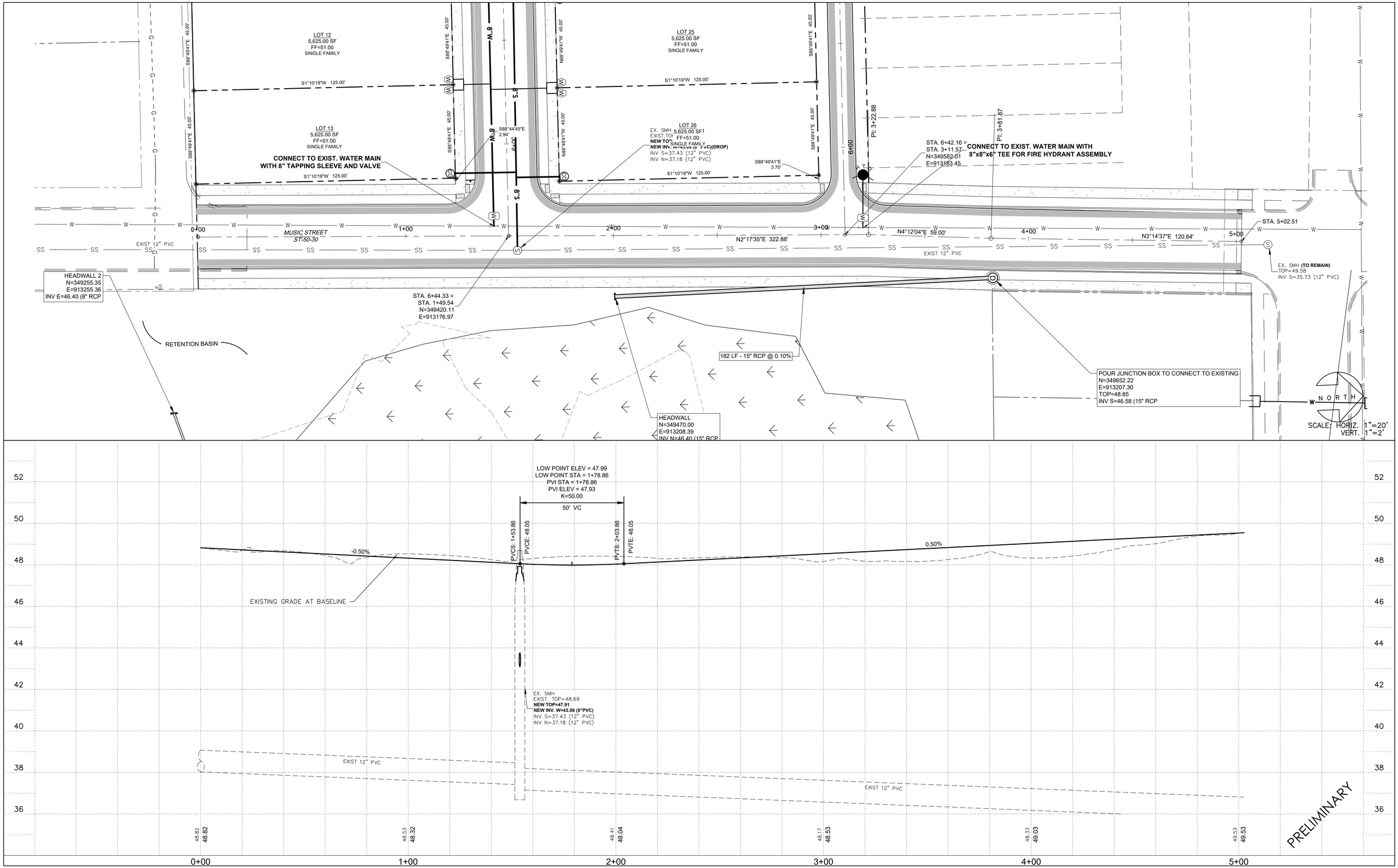


THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT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

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FLORENCE GARDENS – PLAN & PROFILE STA. 0+00 TO STA. 6+44

SHEET C–203

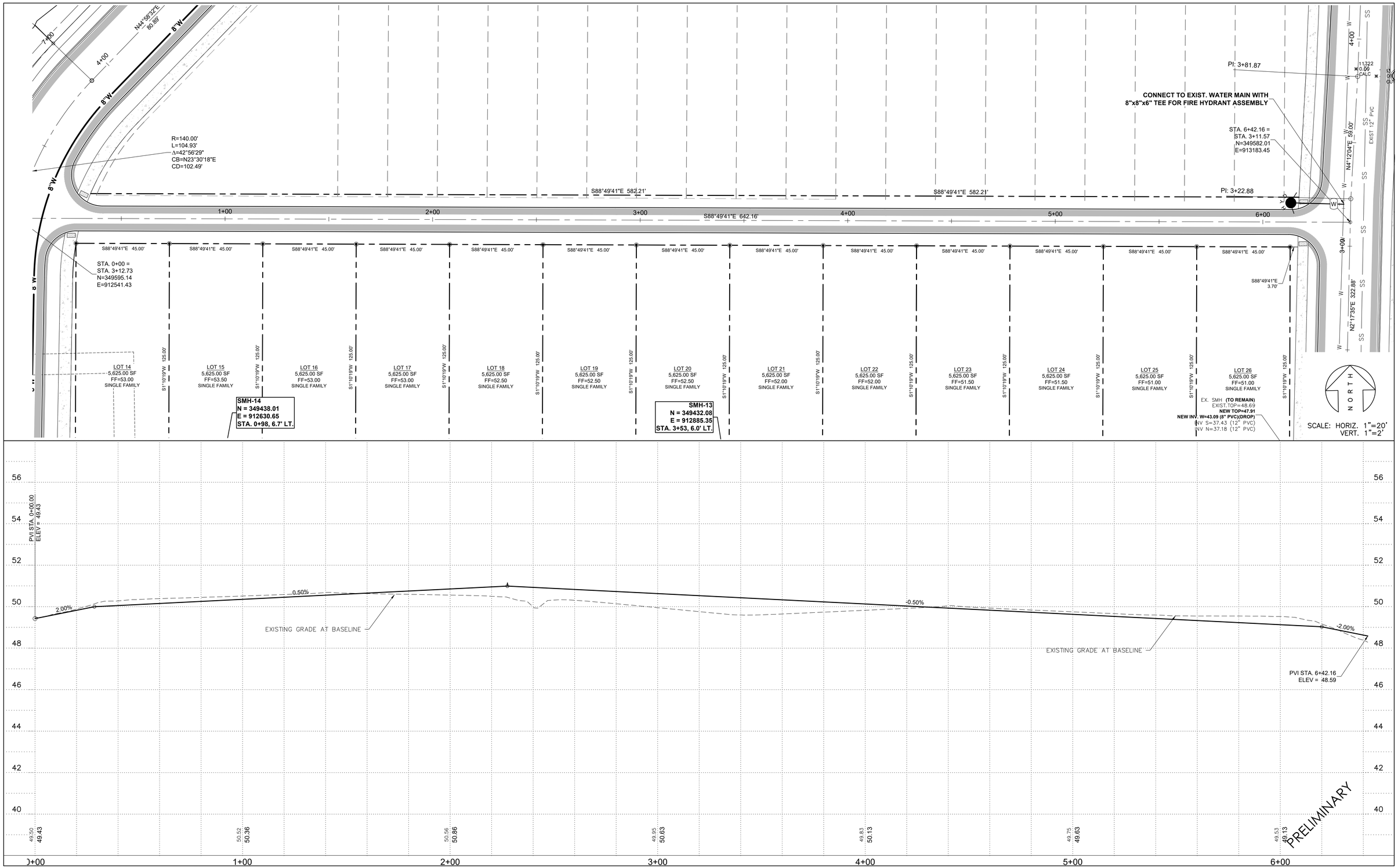


THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.,(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT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

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FLORENCE GARDENS – PLAN & PROFILE STA. 0+00 TO STA. 5+03

SHEET C–204



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.

BROWN, MITCHELL
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CONSULTING ENGINEERS
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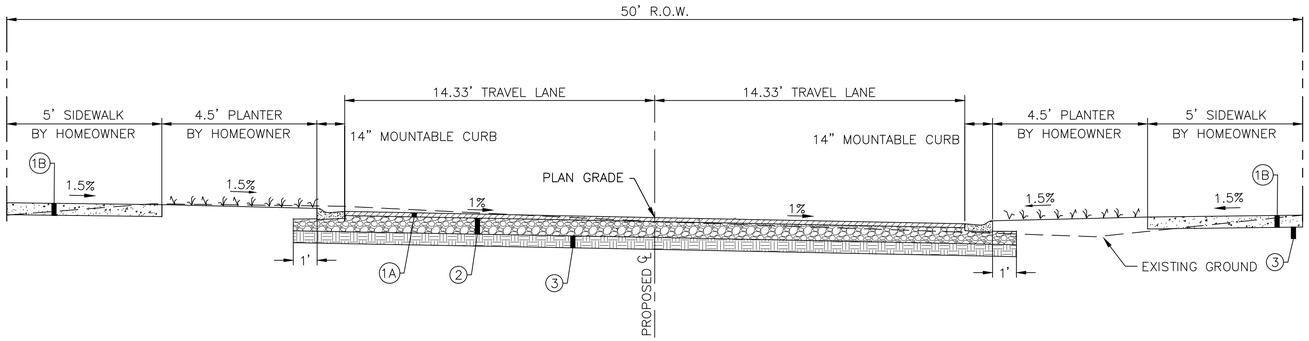
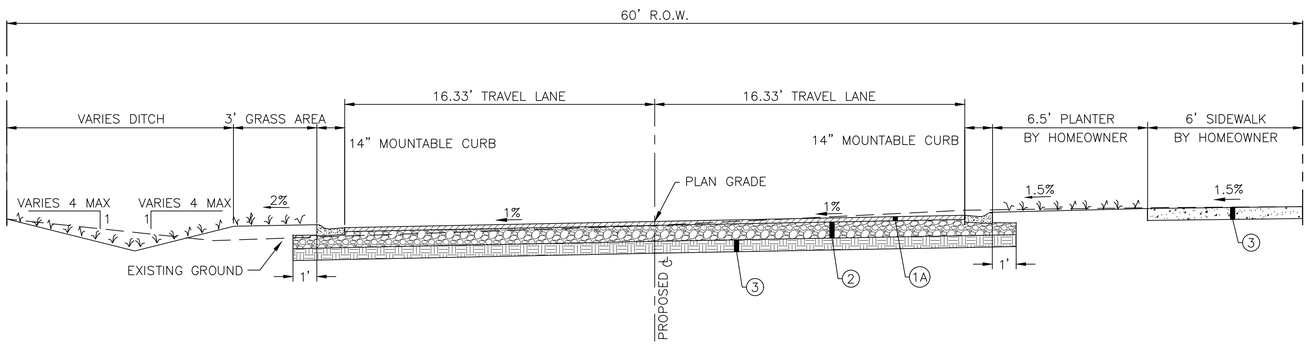
FLORENCE GARDENS – PLAN & PROFILE STA. 0+00 TO STA. 6+42

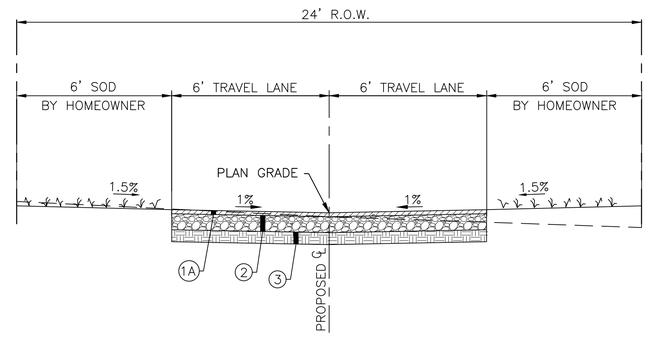
SHEET C–205



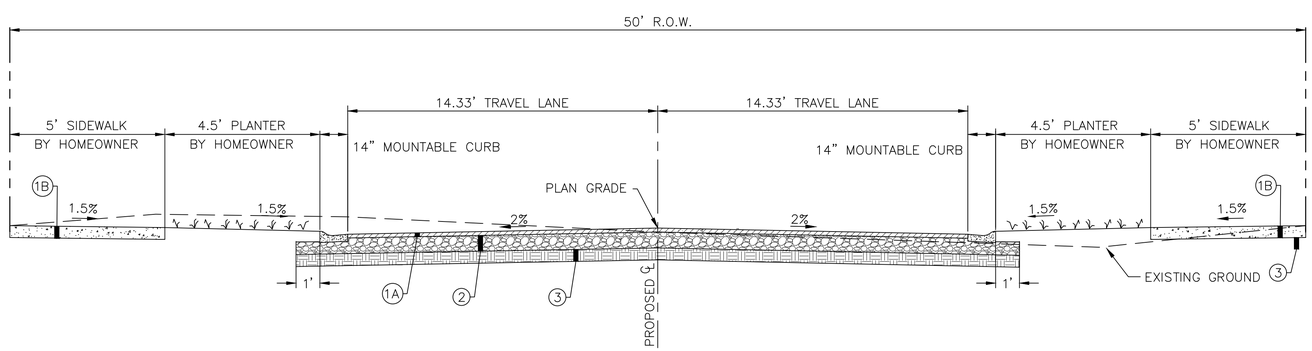
MUSIC ST-50-30 ROADWAY SECTION
SCALE: N.T.S.



ALPHABET ROAD ST-60-34 ROADWAY SECTION
SCALE: N.T.S.



ALLEY-24-12 ROADWAY SECTION
SCALE: N.T.S.



TYPICAL ST-50-30 ROADWAY SECTION
SCALE: N.T.S.

AREA TO BE VEGETATED PER SPECIFICATIONS

(1A) 3" HMA SURFACE

(1B) CONCRETE SIDEWALK (4" THICK)

(2) 10" SOIL CEMENT BASE (SEE SPECIFICATIONS FOR MIXING AND CONSTRUCTION REQUIREMENT)

(3) 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)

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.

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CONSULTING ENGINEERS
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131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
5221 Market Street, Pascagoula, MS 39567 (228)864-7612
www.bmaengineers.com

REV	DATE	BY

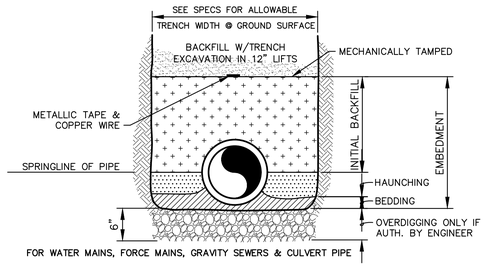
FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

X-SECTIONS / ROAD SECTIONS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	1"=20'
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-301

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.



PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

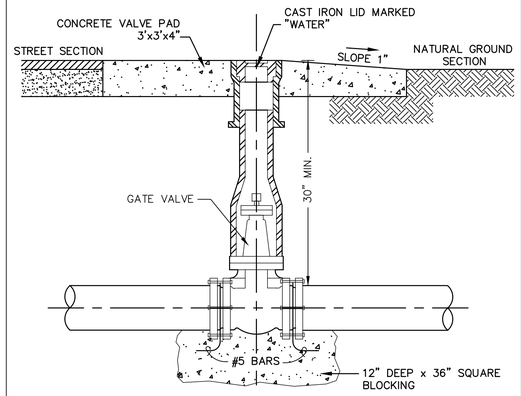
METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



TYPICAL GATE VALVE ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02663	
DR. BY:	FILE: GATEVALVE	

CITY OF GULFPORT
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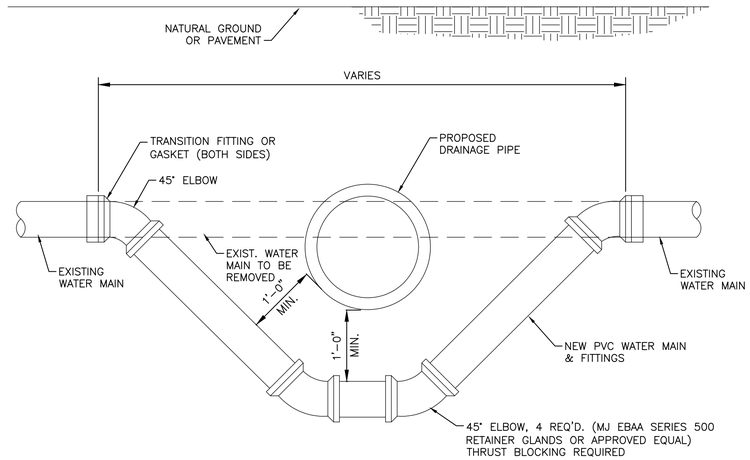
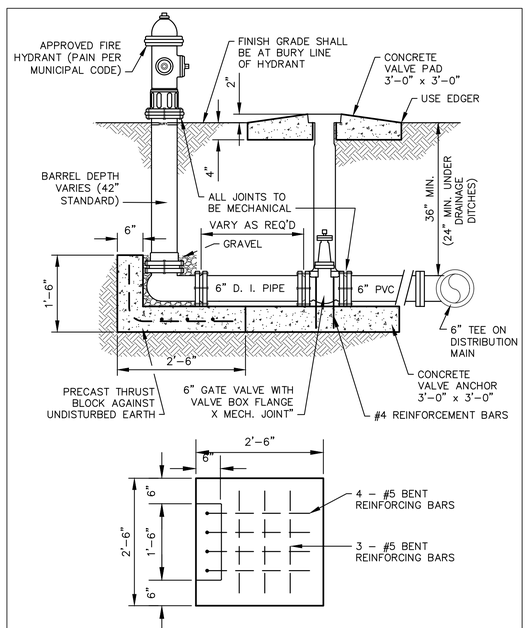


WATER MAIN ADJUSTMENT

SCALE: 1" = 1'

NOTE: THIS ADJUSTMENT TO BE USED ONLY WHEN REQUIRED BY ENGINEER.



FIRE HYDRANT ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02664	
DR. BY:	FILE: FIERHYD	

CITY OF GULFPORT
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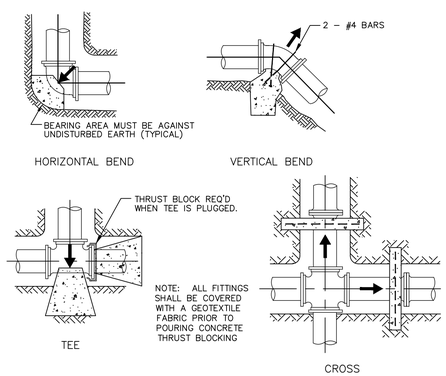
PH. 228-868-5815 FAX. 228-868-5822



BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
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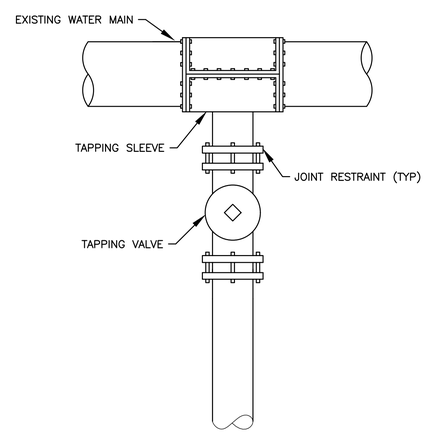

TAPPING VALVE & SLEEVE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02662	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
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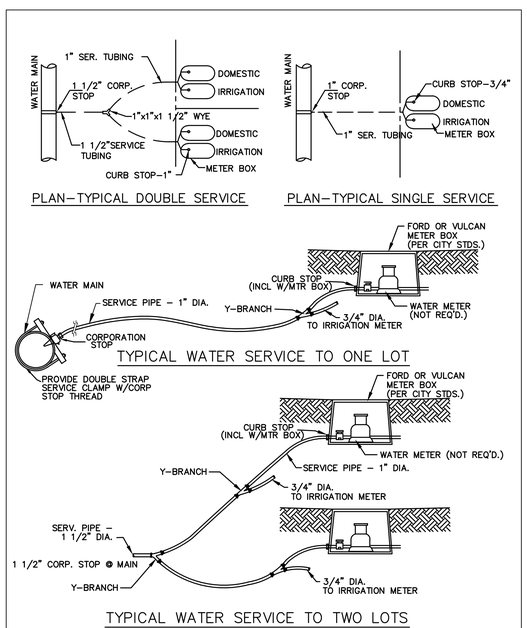

TYPICAL WATER SERVICES

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
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PH. 228-868-5815 FAX. 228-868-5822

bma
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131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street, Pascagoula, MS 39567 (228)964-7612
www.bmaengineers.com

SEAL
DAVID A. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
11/23/21

REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	AS SHOWN
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-501

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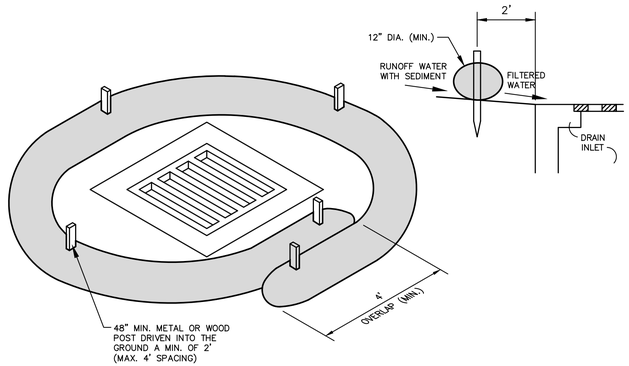
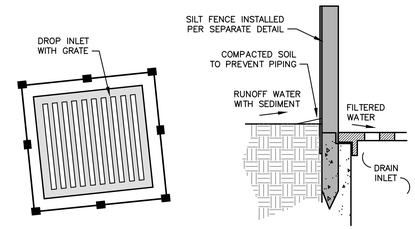
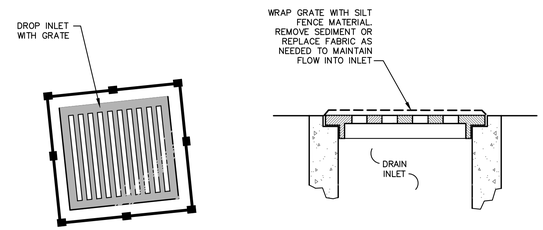


STRAW WATTLE INLET PROTECTION (C)

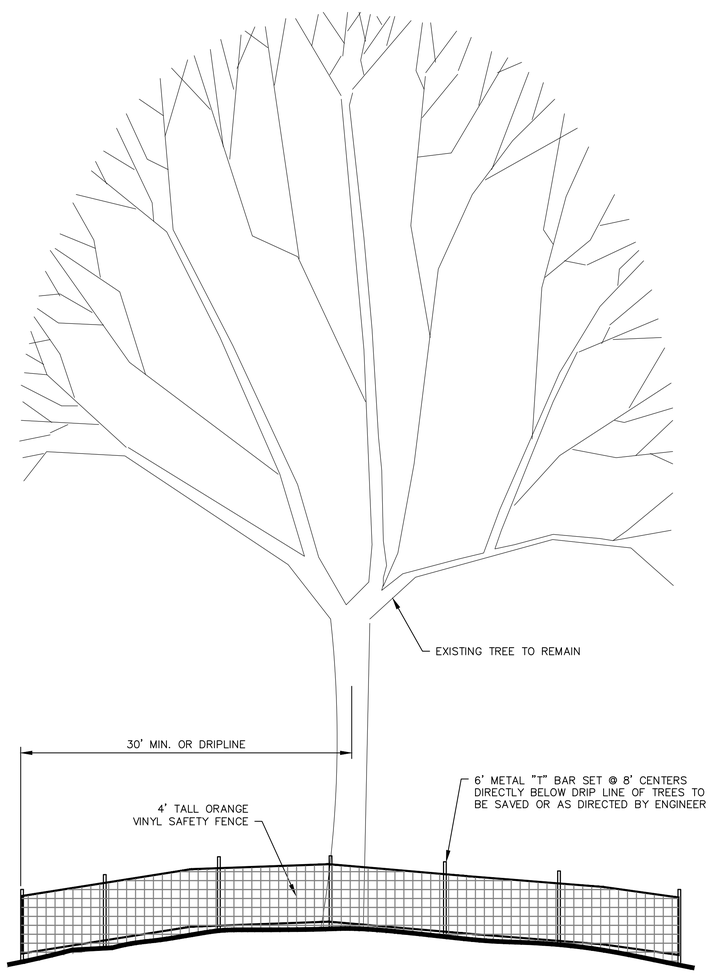
CONTRACTOR MAY USE EITHER TYPE OF INLET PROTECTION AS APPROPRIATE



STORM DRAIN INLET PROTECTION (A)

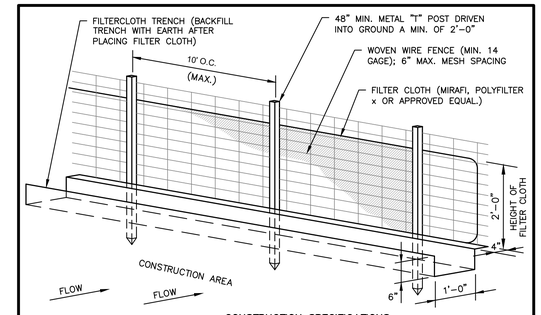


STORM DRAIN INLET PROTECTION (B)



TREE PROTECTION FENCE DETAIL

SCALE: 1" = 5'



CONSTRUCTION SPECIFICATIONS

INSTALLATION:

1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

MAINTENANCE:

1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
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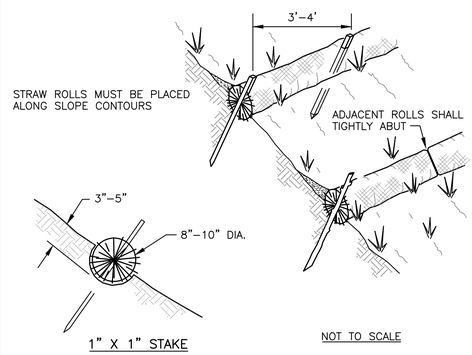
PH. 228-868-5815 FAX. 228-868-5822



NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
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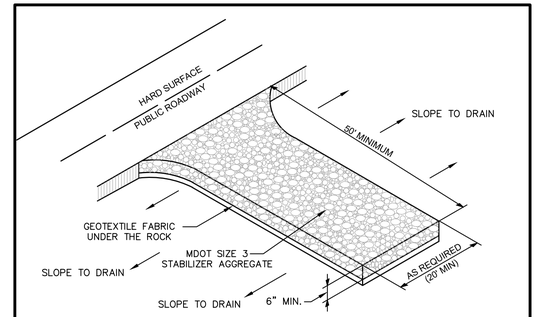
PH. 228-868-5815 FAX. 228-868-5822



NOTES:

1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

401 Cowan Road, Suite 1
Gulfport, MS 39507
(228)864-7612

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

3221 Market Street,
Pascagoula, MS 39567
www.bmaengineers.com (228)864-7612

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

SEAL
DAX B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI
1/25/21

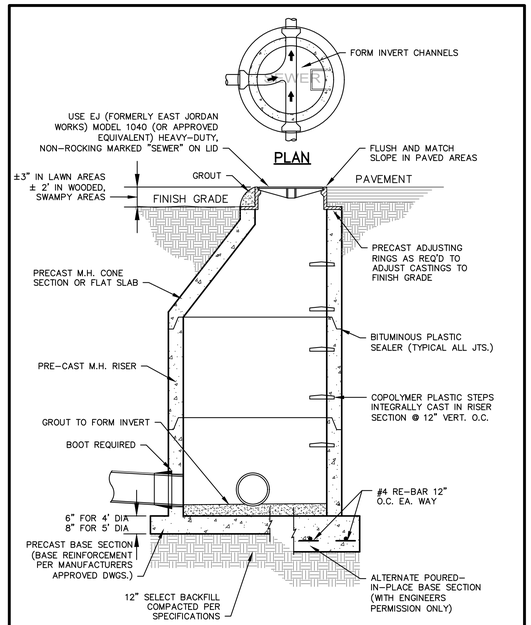
REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	AS SHOWN
BMA#	3405-22
FILE	3405-22 SITE

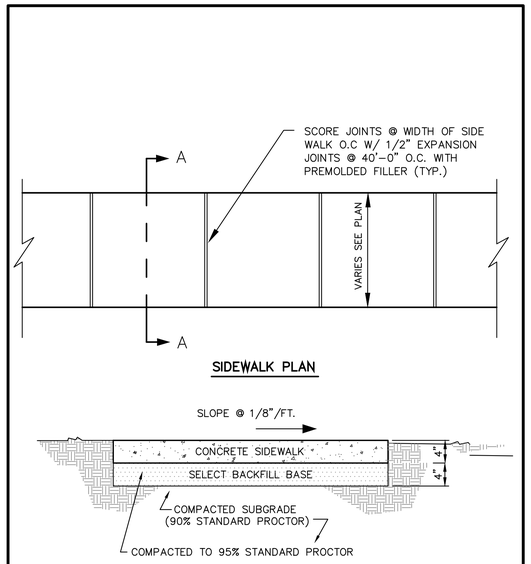
SHEET
C-502



SEWER MANHOLE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.:	5/1/17 KED
DR. BY:	FILE:	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

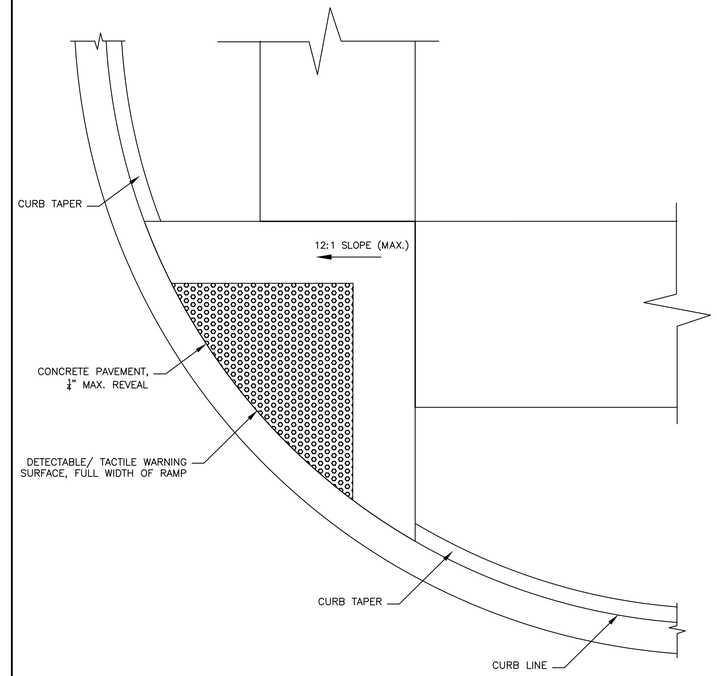
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

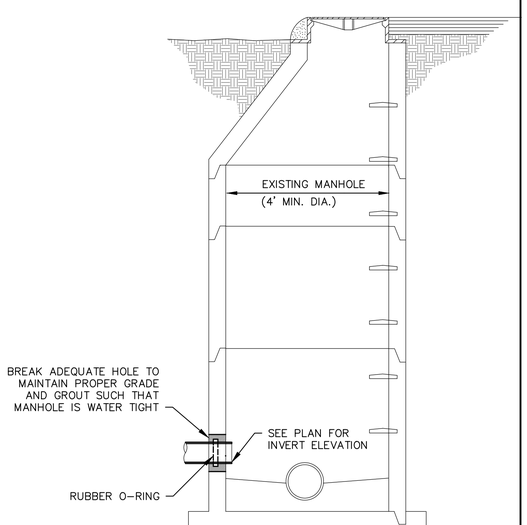
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



RAMPS SHALL MATCH EXISTING PHASE OF THE SUBDIVISION TO THE SOUTH

HANDICAP RAMP
N.T.S.



CONNECTION TO EXISTING MANHOLE
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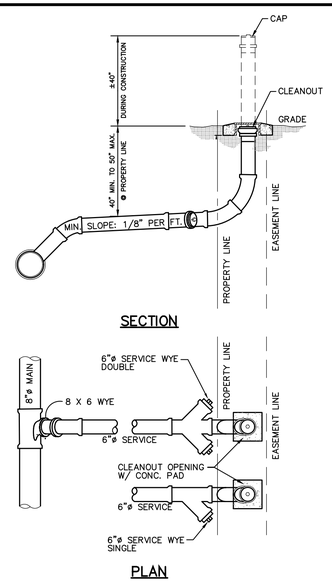
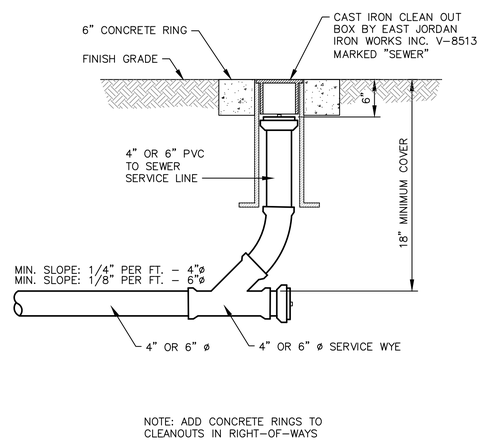


TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:		

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
DEPARTMENT OF LEISURE SERVICES
1422 23RD AVENUE, GULFPORT, MS 39501
PH. 228-868-5881 FAX. 228-868-5922

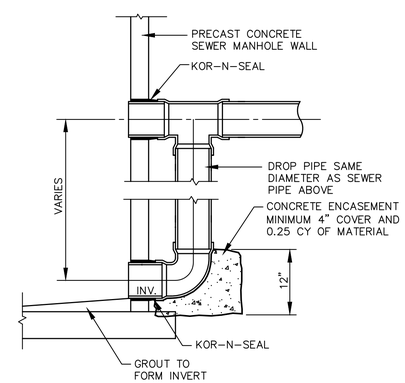


NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



DROP MANHOLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731-A	
DR. BY:	FILE: DROPMH	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
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PH. 228-868-5815 FAX. 228-868-5822

bma BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street, Pascagoula, MS 39567 (228)934-7612
www.bmaengineers.com

SEAL
DAX B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI 2/25/21

REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	AS SHOWN
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-503

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.

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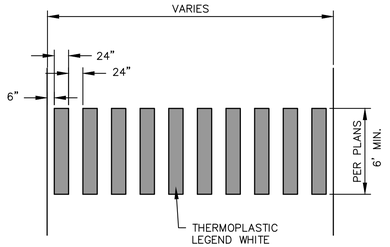
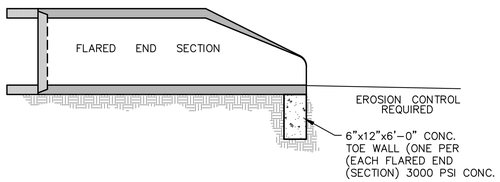


CROSSWALK MARKING DETAIL

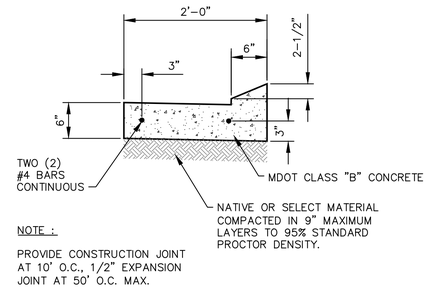
SCALE: 1" = 5'



TOEWALL SECTION

DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2534			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE :

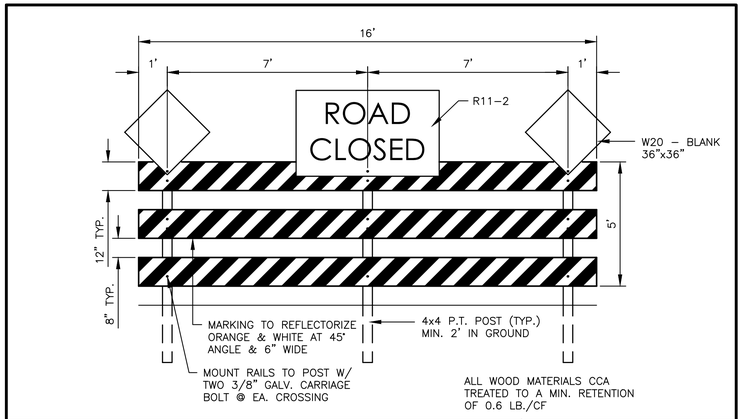
PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

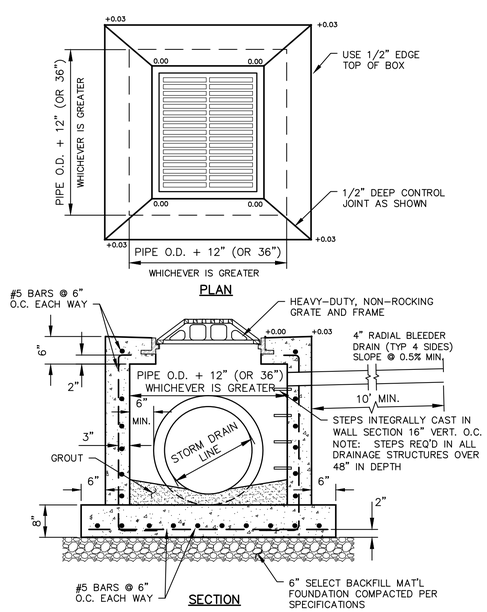


BARRICADE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY:	FILE: BARRICADE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

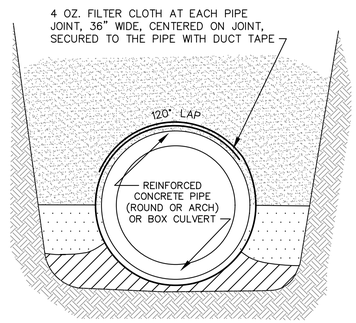


STORM SEWER DRAIN INLET

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721-DWG 2	
DR. BY:	FILE: DRAIN INLET	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

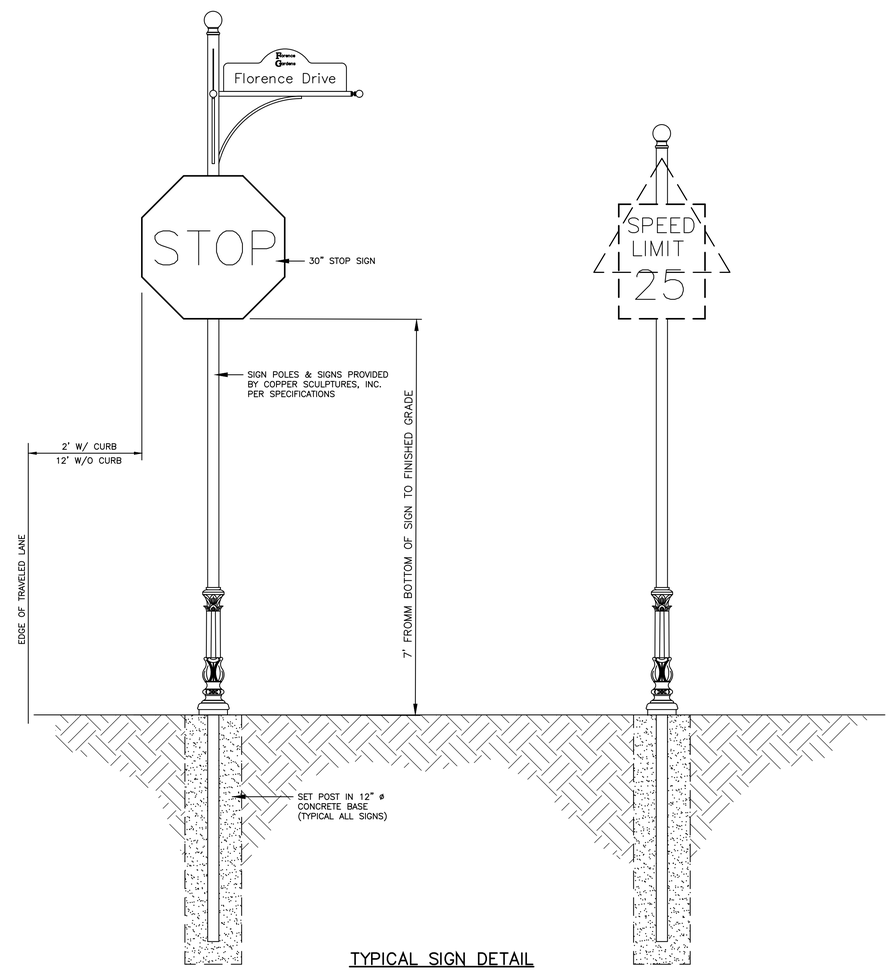


STORM DRAIN PIPE WRAP

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



TYPICAL SIGN DETAIL

N.T.S.

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

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

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

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CONSULTING ENGINEERS
www.bmaengineers.com

SEAL

DAX B. ALEXANDER
REGISTERED PROFESSIONAL ENGINEER
14208
MISSISSIPPI
1/25/21

REV	DATE	BY

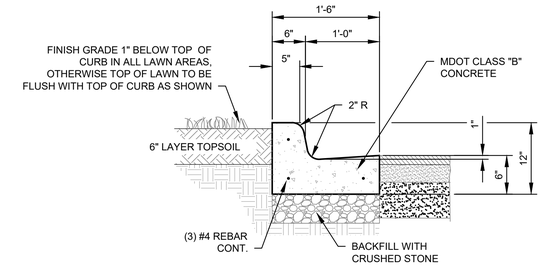
FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	AS SHOWN
BMA#	3405-22
FILE	3405-22 SITE

SHEET

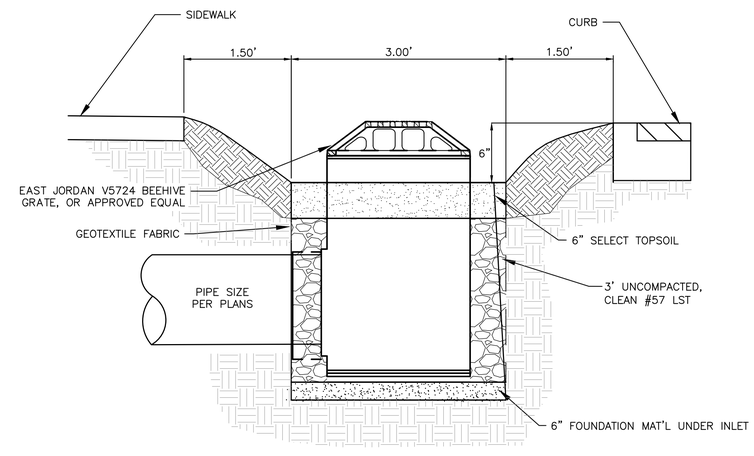
C-504



NOTES:
1. LOCAL EQUIVALENT DETAILS ACCEPTABLE
2. CURB AND GUTTER MUST BE USED WHENEVER STORMWATER IS DIRECTED TO A CURB

CURB & GUTTER DETAIL

N.T.S.



BIO-RETENTION SWALE AT INLET

N.T.S.

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CONSULTING ENGINEERS
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131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street, Pascagoula, MS 39567 (228)864-7612
www.bmaengineers.com

SEAL
DAK B. ALEXANDER REGISTERED PROFESSIONAL ENGINEER 14208 MISSISSIPPI
11/25/21

REV	DATE	BY

FLORENCE GARDENS
PHASE VIII
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	DAC
ENG	BJS
DATE	02-02-21
SCALE	AS SHOWN
BMA#	3405-22
FILE	3405-22 SITE

SHEET
C-505

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

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, my 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 of 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 it 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 is 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 appeasable 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 on 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 Motorizes 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)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

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

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 not withstanding, 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 of 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 experience in appraising residential properties of the character and qualify 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 of 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 it 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)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ___day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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

0908C-01-001.000
0908B-01-006.000

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: _____
Martin C. Goldin, Member

3405H-09

~~3262-H~~

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.

A

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 2649.82' 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 1348.42' 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 OF SECTION 2, 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°48'21"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°46'16"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.

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 289.51 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 SW¼ of the NE¼ 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 NW¼ of the NE¼ 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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			FLORENCE GARDENS, LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
Y			BROWN, MITCHELL & ALEXANDER INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39530
			Adjacent Property Owners				
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	134514	0908F-01-002.039	BATEMAN SHERRY DIANA & PHILLIP E	13145 WHISTLE COURT	GULFPORT	MS	39503
	141424	0908F-01-071.000	BLACKMORE PAUL HOWARD & CHERIE LYNN	13337 KINDER DR	GULFPORT	MS	39503
	134494	0908F-01-002.019	BLAKE RANDALL E & SANDY S	2517 BRIGHTON CIR	BILOXI	MS	39531
N	134493	0908F-01-002.018	BLAKE RANDALL E & SANDY S	2517 BRIGHTON CIR	BILOXI	MS	39531
	134509	0908F-01-002.034	BRECKENRIDGE ROBERT D & FRANCES A	13138 DAYBREAK CT	GULFPORT	MS	39503
	134520	0908F-01-002.045	BRISTER GARY A	13213 WESTMINSTER BLVD	GULFPORT	MS	39503
	113149	0908K-01-001.001	BUSINESS PROPERTIES LLC	14231 SEAWAY RD SUITE #7003	GULFPORT	MS	39503
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	134478	0908F-01-002.003	DRENNEN CHARLOTTE	13141 WESTMINISTER BLVD	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	145195	0908E-01-001.114	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145191	0908E-01-001.110	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145187	0908E-01-001.106	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39503
N	145188	0908E-01-001.107	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
	53689	0908E-01-062.000	ESCOBAR MAURICIO	20280 LENNIA CUEVAS RD	SAUCIER	MS	39574
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
N	129035	0908F-01-022.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129031	0908F-01-018.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133020	0908F-01-050.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133016	0908F-01-046.000	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	134479	0908F-01-002.004	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133019	0908F-01-049.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

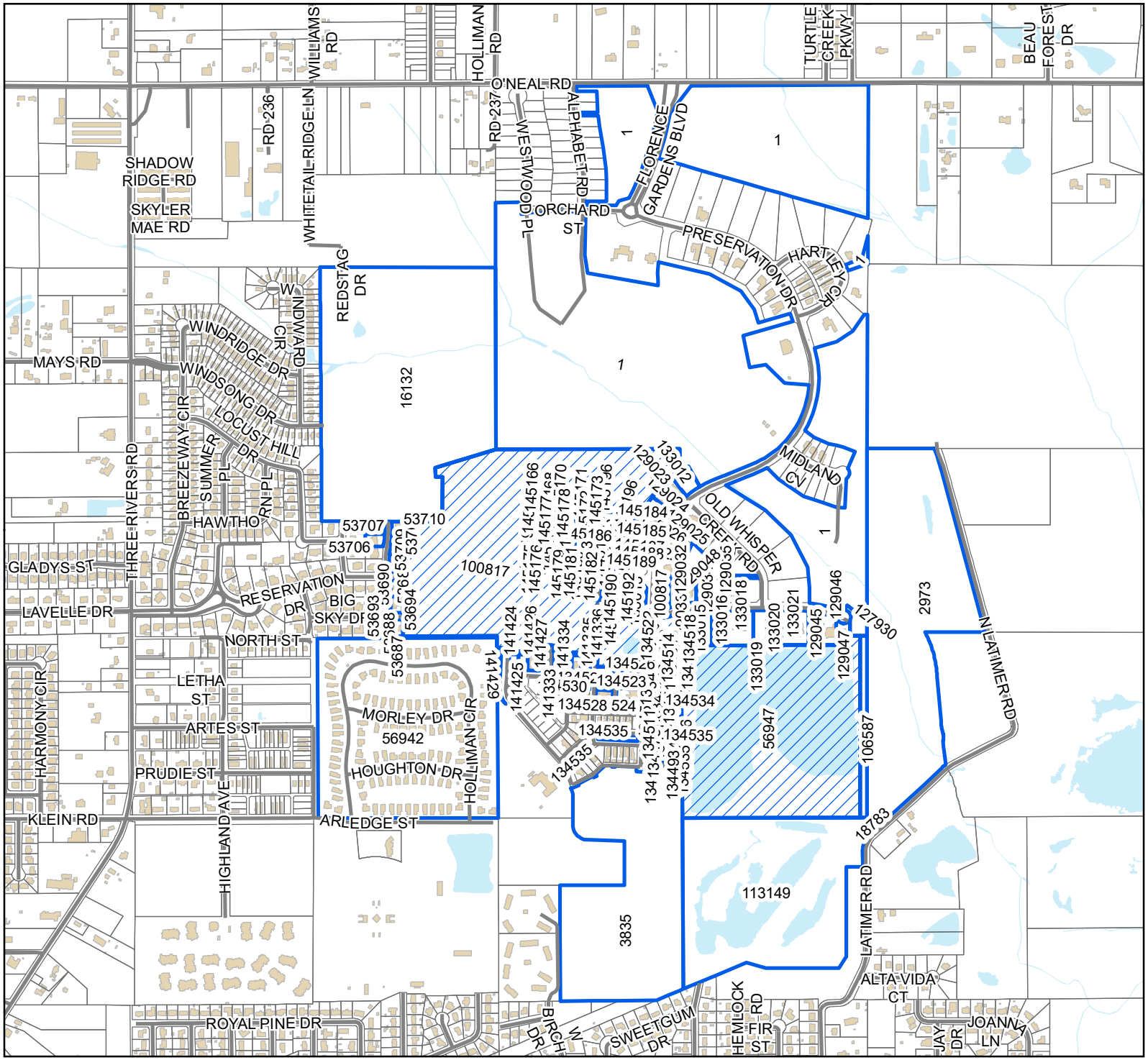
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	3835	0908K-01-002.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145193	0908E-01-001.112	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145166	0908E-01-001.085	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145167	0908E-01-001.086	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145168	0908E-01-001.087	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145170	0908E-01-001.089	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145173	0908E-01-001.092	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145174	0908E-01-001.093	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145192	0908E-01-001.111	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145190	0908E-01-001.109	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145184	0908E-01-001.103	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145185	0908E-01-001.104	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145186	0908E-01-001.105	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145183	0908E-01-001.102	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145176	0908E-01-001.095	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145179	0908E-01-001.098	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145180	0908E-01-001.099	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145181	0908E-01-001.100	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145182	0908E-01-001.101	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	134535	0908F-01-002.060	FLORENCE GARDENS RES NEIGHBORHOOD OWNERS ASSOCIATION INC	C/O 12321 PRESERVATION DR	GULFPORT	MS	39503
	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD OWNERS ASSOCIATION INC	C/O 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
N	18783	0908J-01-006.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT (58)	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	134518	0908F-01-002.043	GOLDIN RYAN M	13130 WHISTLE COURT	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	133018	0908F-01-048.000	GOLDIN STEVEN L & DEBORAH H	13123 LAKE FLORENCE RD	GULFPORT	MS	39503
	134476	0908F-01-002.001	GRAY ELLERY F & ELAINE R -TRUSTEES- HUMMINGBIRD REVOCABLE TRUST	13131 WESTMINSTER BLVD	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
N	127930	0908F-01-002.000	GULFPORT CITY OF				0
	129045	0908F-01-032.000	HELMS MATTHEW D & KANDYCE C	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	133013	0908F-01-043.000	HENRY ROBERT C & DALYCE M	13221 WESTMINSTER BLVD	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	141333	0908F-01-053.000	HOLLEY NEIL E	13315 KINDER DR	GULFPORT	MS	39503
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	53708	0908E-01-048.000	KIRCH LINDA & PROCTOR ALAN -TRUSTEE	133 RESERVATION DR	GULFPORT	MS	39503
	134477	0908F-01-002.002	KISH KYLE L & SHELLEY H	114 YUCCA DR	LONG BEACH	MS	39560
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	134510	0908F-01-002.035	MORA JANET	13142 DAYBREAK COURT	GULFPORT	MS	39503
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY	102 CHINABERRY DR	FREDERICKSBURG	VA	22407
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	141336	0908F-01-056.000	ROGERS RANDALL S & SELENA R	13303 KINDER DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	134508	0908F-01-002.033	SHAW SUSAN S & PIZZETTA DANETTE S	13205 WESTMINISTER BLVD	GULFPORT	MS	39503
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	129027	0908F-01-014.000	SWANGER DAWN & BRANDON	63 SHORELINE LN	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	134495	0908F-01-002.020	THOMPSON MARY VIRGINIA	3719 BEAUVAIS	METAIRIE	LA	70001
	134511	0908F-01-002.036	TODD LEVI C & RACHELLE	13146 DAYBREAK COURT	GULFPORT	MS	39503
	53707	0908E-01-045.000	TOLAR TERRY	2620 RUE PALAFOX	BILOXI	MS	39531
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503

2103PC045

General Plan



Site
Adjacent Properties
Street
Alley
Buildings
Water Features

0 160 320 480
Yards

1 inch = 1,000 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.

RE: General Plan 2103PC045, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908F-01-001.000, Approval for General Plan for 26-lot subdivision (Florence Gardens Phase VIII) with 9 outparcels, Music St, Zoned T4+ (General Urban Zone "Plus"), R-1-10 (Single-family), and R-2 (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, April 22, 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, April 22, 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.