

AGENDA
ZONING BOARD OF ADJUSTMENT AND APPEALS
CITY HALL COUNCIL CHAMBERS
THURSDAY, JULY 15, 2021 AT 3:00 PM

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

E1. ZB Proof of Publication

- F. Adoption of Minutes**

F1. Zoning Board Meeting - June 17, 2021

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

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

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

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

G3. Routine Agenda

1. Warrant Appeal 2106SC089: **(Moved to July due to lack of quorum)**

Appeal - Warrant 2106SC089, by owner Brenda Robertson, tax parcel 0711N-04-043.000, lot size and width, 601 Allendale Ave, Zoned T3 (Sub-Urban Zone), Ward 2

2. Variance 2106ZB090: **(Moved to July due to lack of quorum)**

Variance 2106ZB090, by owner Laurie Roods, tax parcel 0807G-01-011.000, Variance for fence height, 14665 S Country Wood Dr, Zoned R-1-15 (Single-family), Ward 7

3. Variance 2106ZB094: **(Moved to July due to lack of quorum)**

Variance 2106ZB094, by owner Judy Childress, tax parcel 0707H-03-009.000, Variance for setbacks, 2 Wheaton Cv, Zoning R-1-15 (Single-family), Ward 7

4. Variance 2106ZB098: **(Moved to July due to lack of quorum)**

Variance 2106ZB098, by owner Brookestone Gulf Coast, LLC, tax parcel 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, Variance for setbacks, E Taylor Road, Zoned R-2 (Single-family), Ward 5

5. Variance 2106ZB099: **(Moved to July due to lack of quorum)**

Variance 2106ZB099, by owners Jason & Deidre Bunn, tax parcel 0808F-01-001.112, Variance for fence height and rear setback, 14663 Dawn Cv, Zoned R-1-10 (Single-family), Ward 7

6. Variance 2107ZB109:

Variance 2107ZB109, by owners Paul and Dawn Ellerman, tax parcel 0907E-01-033.000, Variance for fence height, 13701 Three Rivers Rd, Zoned R-1-15 (Single-family), Ward 6

7. Variance 2107ZB110:

Variance 2107ZB110, by agent Heinrich & Associates, tax parcel 0710M-01-012.005, Variance to back into the right-of-way, 5912 28th St, zoned B-2 (General business), Ward 1

8. Variance 2107ZB111:

Variance 2107ZB111, by agent Sanon Alphonso, tax parcel 0808F-01-001.113, Variance for fence height, 15105 Warren Dr, Zoned R-1-10 (Single-family), Ward 7

9. Variance 2107ZB112:

Variance 2107ZB112, by agent Greg Smith, tax parcel 1011D-01-026.000, Variance for lot width, area, 157 Oleander Dr, Zoned T5 (Urban Center Zone), Ward 2.

10. Special Exception 2107SE114:

Special Exception 2107SE114, by owner Lil' Tot's Day care and Creative Learning Center, LLC, tax parcel 0809J-01-042.001, Requests day care use, 14491 Creosote Rd, Zoned B-2 (General business), Ward 3

11. Variance 2107ZB115:

Variance 2107ZB115, by agent Metro Sutdio, tax parcel 0809K-01-006.004, Variance for sign setback, 9310 Hwy 49, Zoned B-4 (Highway business), Ward 3

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**Order Number:****IPL0029804****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

50.76

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 23, 2021 2:50:36 PM EDT

Amount:

50.76

SCHEDULE FOR AD NUMBER IPL00298040

June 30, 2021
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00298040**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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, July 15, 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.

Variance 2107ZB109, by owners Paul and Dawn Ellerman, tax parcel 0907E-01-033.000, Variance for fence height, 13701 Three Rivers Rd, Zoned R-1-15 (Single-family), Ward 6

Variance 2107ZB110, by agent Heinrich & Associates, tax parcel 0710M-01-012.005, Variance to back into the right-of-way, 5912 28th St, zoned B-2 (General business), Ward 1

Variance 2107ZB111, by agent Sanon Alphonso, tax parcel 0808F-01-001.113, Variance for fence height, 15105 Warren Dr, Zoned R-1-10 (Single-family), Ward 7

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Special Exception 2107SE114, by owner Lil' Tot's Day care and Creative Learning Center, LLC, tax parcel 0809J-01-042.001, Requests day care use, 14491 Creosote Rd, Zoned B-2 (General business), Ward 3

Variance 2107ZB115, by agent Metro Sudio, tax parcel 0809K-01-006.004, Variance for sign setback, 9310 Hwy 49, Zoned B-4 (Highway business), Ward 3

Variance 2106ZB090, by owner Laurie Roods, tax parcel 0807G-01-011.000, Variance for fence height, 14665 S Country Wood Dr., Zoned R-1-15 (Single-family), Ward 7.

Variance 2106ZB094, by owner Judy Childress, tax parcel 0707H-03-009.000, Variance for setbacks, 2 Wheaton Cv., Zoning R-1-15 (Single-family), Ward 7.

Variance 2106ZB098, by owner Brookestone Gulf Coast, LLC, tax parcel 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, Variance for setbacks, East Taylor Road, Zoned R-2 (Single-family), Ward 5.

Variance 2106ZB099, by owners Jason & Deidre Bunn, tax parcel 0808F-01-001.112, Variance for fence height and rear setback, 14663 Dawn Cv., Zoned R-1-10 (Single-family), Ward 7.

Appeal-Warrant 2106SC089, by owner Brenda Robertson, tax parcel 0711N-04-043.000, lot size and width, 601 Allendale Ave, Zoned T3 (Sub-Urban Zone), Ward 2.

This the 23rd day of June 2021

A. Lee Palermo, Chairman

City of Gulfport Zoning Board of Adjustment and Appeals

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

MINUTES
ZONING BOARD OF ADJUSTMENT AND APPEALS
MEETING

Thursday, June 17, 2021, 3:00 P.M.

GULFPORT CITY COUNCIL CHAMBERS

- A. **Prayer**: The Zoning Board 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 **3:00pm**
- D. **Determination of a Quorum**: A Roll Call was conducted and a quorum was determined.

BOARD MEMBERS PRESENT:

LEE PALERMO
NATHAN BODDIE

BOARD MEMBERS ABSENT:

JONATHAN MARSHALL
MARY ANN WIGINTON
MICHAEL DANIELS
ROBERT PHARR
LESLIE NORTH

STAFF MEMBERS PRESENT

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH

COURT REPORTER:

NORMA SOROE

On June 17, 2021 the Zoning Board meeting was cancelled due to lack of a quorum.

THESE MINUTES WERE APPROVED BY A VOTE OF THE ZONING BOARD OF ADJUSTMENT AND APPEALS.

Nathan Boddie, Secretary

Date: _____

MEMORANDUM

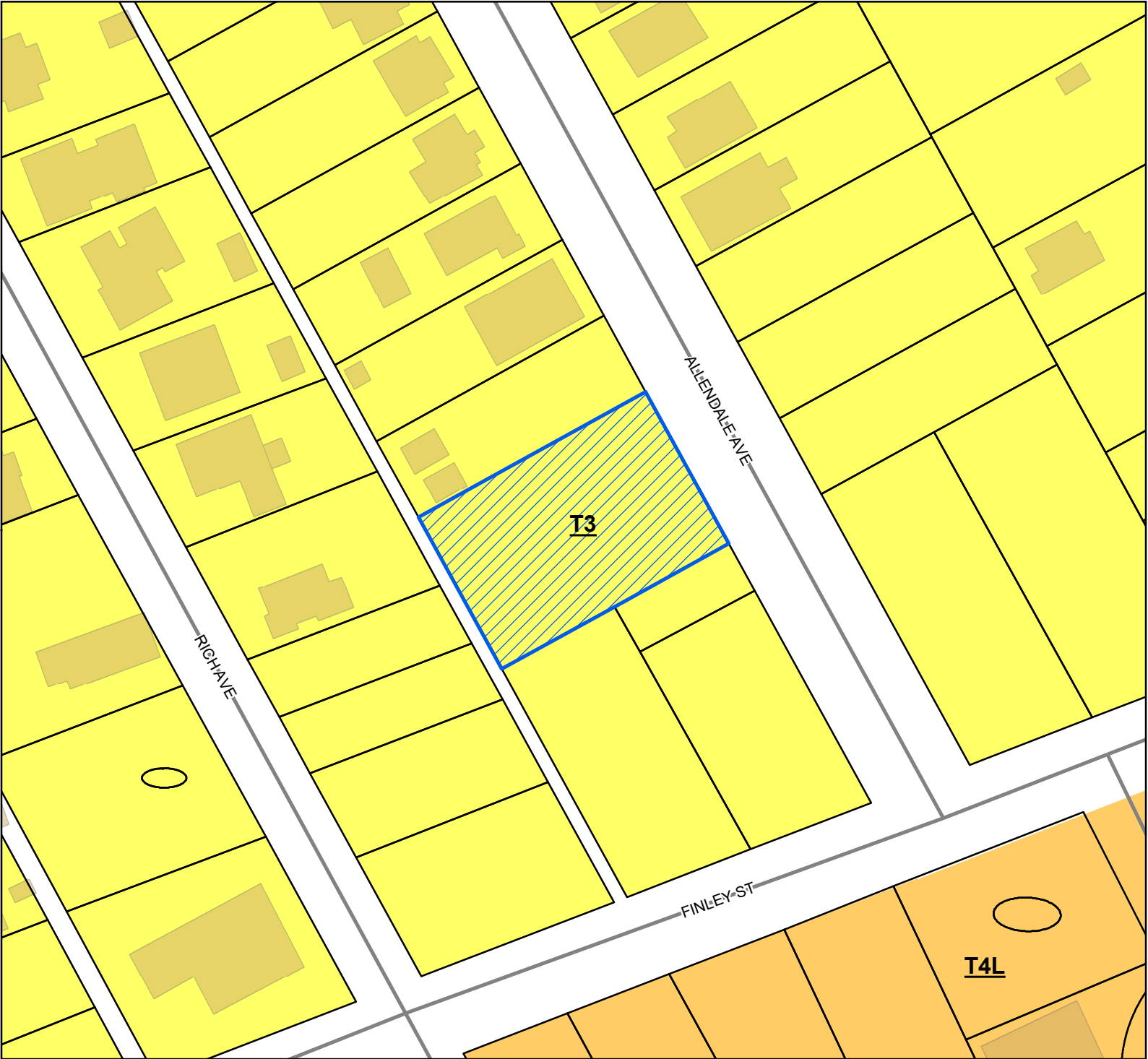
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Warrant Appeal 2106SC089:
(Moved to July due to lack of quorum)

Appeal - Warrant 2106SC089, by owner Brenda Robertson, tax parcel 0711N-04-043.000, lot size and width, 601 Allendale Ave, Zoned T3 (Sub-Urban Zone), Ward 2



Site

Street

Parcels

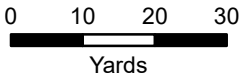
Buildings

Smart Code

T4L

T3

Site Information
0711N-04-043.000
Zoning: T3 (Sub-urban Zone)
Size: 15,000 sq ft
Flood: 0.2%



1 inch = 80 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.



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

For Staff Use Only

Case File #: 2106SC089Date Received: 5/25/2021

Receipt #: _____

Received By: JMMZoning: T3Ward: 2 Flood: 0.2%Size: 15,000 sqft

(If necessary, use separate sheet of paper)

TAX PARCEL # 0711N-04-043-000

Address of Property Involved: 601 Alledale Ave. - Gulfport Ms 39501Lot(s) 384, Block(s) Block 1, Subdivision Alledale AdditionGeneral Location: 601 Alledale Ave - Gulfport Ms 39501**GENERAL DESCRIPTION OF APPEAL:**

This is to divide above tax parcel into 2 lots as originally plotted in order to build 2 houses. See information on the site plans attached.

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

Hidden Treasures of Ms. LLC
Printed Name Of Owner

P.O. Box 1495
Mailing Address

Hong Beach Ms. 39560
City State Zip code

601-209-5614

Home Phone Work/Cell Phone

hiddentreasures058@gmail.com
Email

Brenda Robertson
Signature Of Owner

AGENT

Brenda G. Robertson
Printed Name Of Agent

P.O. Box 1495
Mailing Address

Hong Beach Ms. 39560
City State Zip code

601-209-5614

Home Phone Work/Cell Phone

hiddentreasures058@gmail.com
Email

Brenda Robertson
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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

May 25, 2021

City of Gulfport
Urban Planning and Zoning Division
Gulfport, Mississippi 39501

Re: Appeal of Resubdivision Hearing of May 14, 2021 for 601 Allendale Avenue-
Gulfport, MS. 39501

To Whom It May Concern:

As of the denial and hearing on the above division of above referenced property in West Gulfport, this is information for my appeal of that decision:

1. Secretary of State Mississippi- Michael Watson- Hidden Treasures of MS LLC document show Brenda Robertson, 100% Manager-Owner.
2. Elevation Certificate of 601 Allendale Avenue, Gulfport, Ms. 39501.
3. Plat from 1926 showing all lots on East and West side of Allendale Avenue (being 50 foot widths along Allendale and various depths and shapes especially along Railroad.) As is shown on Plat 601 Allendale was originally Lot 3 and Lot 4 of the Allendale Addition.
4. Current aerial view of Allendale Avenue with vacant lots and houses previously built before Hurricane Katrina and houses built in the last 3 to 4 years. As is evident by aerial view 610 and 612 Allendale Avenue are built on 50 foot wide lots. The width of the two lots totaling a width of 100 feet and are directly across the 100 foot lot I am requesting to divide into 2 (50 foot) lots.
5. The houses located at 610 Allendale Avenue, carport/camper building and the small short term rental were permitted by the City for 610 Allendale Avenue. As is evident the newly built houses at both 612 and 614 Allendale do not have a carport or garage.

6. The Area Map for Allendale Avenue show all lots in the area that are true 50 foot lots and those that are not but have homes or the potential to have homes that can be built on and not be 60 foot width on given street. They also would be in the West Gulfport area and ruled by the Smart Code. An example of this is the lots at 610 and 612 Rich Avenue. They have a 37.5 foot width and 118.15 foot depth. A house plan could be submitted that would meet all Smart Code rules for setbacks and parking.
7. Included in this package is a Plat Showing Survey for 601 Allendale, Lots 3 and 4, Block 1. There is a separate Plat Showing Plot Plan and Survey with Site Plan and Drainage for each of Lots (3 and 4), Block 1 Allendale Addition. The site plans do show a garage.
8. Based on the attached information from the Harrison County Tax Accessor's office the City has a potential of losing approximately anywhere from \$2700.00 to \$5600.00 a year in taxes. Not only taxes but also a potential lose of sales tax for food, businesses, and insurance to local companies, entertainment, or just cost of living on Mississippi Gulf Coast.
9. Warranty Deed for 601 Allendale Ave, Gulfport, Ms. 39501.
10. A question was asked in the May 14th meeting, "I believe you own 615 Allendale?" What difference does that make? What if I didn't own it? The City would still be losing as stated in Item 8, revenue from \$2 700.00 to \$5600.00 a year. Each lot should stand on its own. As a builder, I purchased said lot with the prospect of dividing 601 Allendale back to the original lot size as was platted in 1926. This is also in conformity with all the lots on Allendale and especially the new homes built directly across the street.
11. A copy of the house plans for building on Lots 3 and 4. One house will have the look of "A" and the other "C" on the front. Front "B"

Brenda Robertson
Member/Agent
Hidden Treasures of MS LLC





Area Map

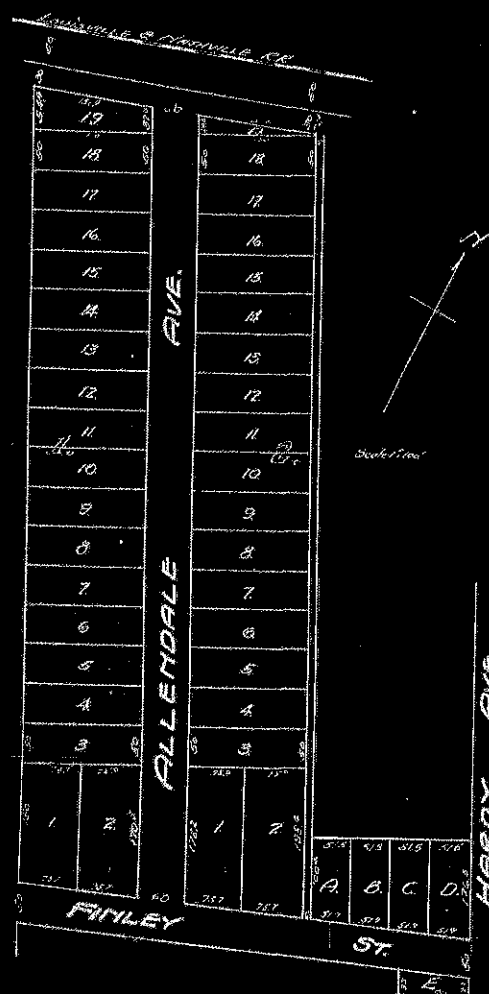


Printed 5/21/2021

1 inch = 150 feet

- Principal Arterial
- Collector
- Minor/Residential
- Alley
- Parcels
- City Limits

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.



ALLENDALE ADDITION A SUBDIVISION OF PART OF LOTS 14 TO 19 IN THE GOTTSHALK SURVEY OF CLAUDE LADNER CLAIM TWP 8, SOUTH ROLL WEST HARRISON CO., MISSISSIPPI. CITY OF GULFPORT.

DEDICATION

The undersigned, the owners of the land shown on this map do hereby declare that to be a map of ALLENDALE ADDITION situated in part of Lot 14 to 19 Gottshalk Survey, south of the Louisville and Nashville R.R. Twp. 8S, Range 11W, Harrison Co. Miss and do hereby dedicate the streets and alleys shown thereon to the public use forever.

Witness our signatures this 8 day of Feb. 1926.
[Signature]
[Signature] Owners

ACKNOWLEDGMENT

State of Mississippi,
Harrison County,
Before me the undersigned authority in and for said county and State personally appeared the above named State owner who acknowledged that he signed and delivered this plat on the 8 day of Feb. 1926.
Witness my hand and seal this 8 day of Feb. 1926.

State of Mississippi,
Harrison County,
Before me the undersigned authority in and for said county and State personally appeared the above named State owner who acknowledged that he signed and delivered this plat on the 8 day of Feb. 1926.
Witness my hand and seal this 8 day of Feb. 1926.

We, the undersigned, do hereby certify that this plat shows the survey of ALLENDALE ADD. as made by us and that said survey is correct to the best of our knowledge and belief.

[Signature]
[Signature]
By *[Signature]*

State of Mississippi,
Harrison County,
Before me the undersigned authority in and for said county and State personally appeared the above named State owner who acknowledged that he signed and delivered this plat on the 8 day of Feb. 1926.
Witness my hand and seal this 8 day of Feb. 1926.

DEDICATION

We, the undersigned, holding a fee in above described property do hereby join with the owners in dedicating the streets and alleys shown on this plat to the public use forever.

State of Mississippi,
Harrison County,
Before me the undersigned authority in and for said county and State personally appeared the above named State owner who acknowledged that he signed and delivered this plat on the 8 day of Feb. 1926.
Witness my hand and seal this 8 day of Feb. 1926.

This is to certify that the plat shown hereon was approved and adopted by the Mayor and Board of Commissioners of the City of Gulfport on the 18 day of Feb. 1926.

Plat partly vacated by City of Gulfport Ordinance #2265 adopted 5 Nov. 1930. A filed for record in C.R. 1523 P-197, to wit:
10-11 N1/2 sec 19, E1/4 Sec 2-10 B1/4 Sec 19 of Allenale Add.
John McAdams, Chancery Clerk
By *[Signature]* D.C.

SCANNED



J. Henderson 1st Judicial District
Instrument 2021 2797 D -J1
Filed/Recorded 2/26/2021 03:30 P
Total Fees \$ 26.00
2 Pages Recorded

Prepared by:
Donald R. Jones, #3197
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965
File #215011

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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, NANCY RAMSAY HOLDERER, 4115 9th Street, Gulfport, MS 39501, 228-864-5404, does hereby sell, convey and warrant unto HIDDEN TREASURES OF MS LLC, P. O. Box 1495, Long Beach, MS 39560, 601-209-5614, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots Three (3) and Four (4), Block One (1), ALLENDALE ADDITION, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 12 at Page 37 (Copy Book 5 at Page 431) thereof, reference to which is hereby made in aid of and as a part of this description.

THE ABOVE described property is not now nor has it ever been a part of 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 Grantee herein.

WITNESS MY SIGNATURE, on this the 25th day of February, 2021.

Nancy Ramsay Holder
NANCY RAMSAY HOLDERER

STATE OF MISSISSIPPI

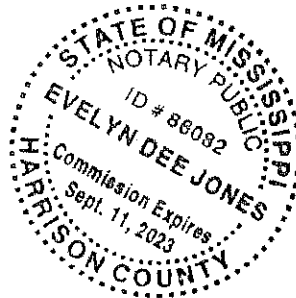
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, NANCY RAMSAY HOLDERER, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of February, 2021.

Evelyn Dee Jones
NOTARY PUBLIC

My Commission Expires:



Cory Long

From: Jason Garcia <1125jasongarcia@gmail.com>
Sent: Thursday, June 10, 2021 10:10 AM
To: Urban Development - Planners
Subject: [BULK] Appeal Warrant 2106SC089 Brenda Robertson

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

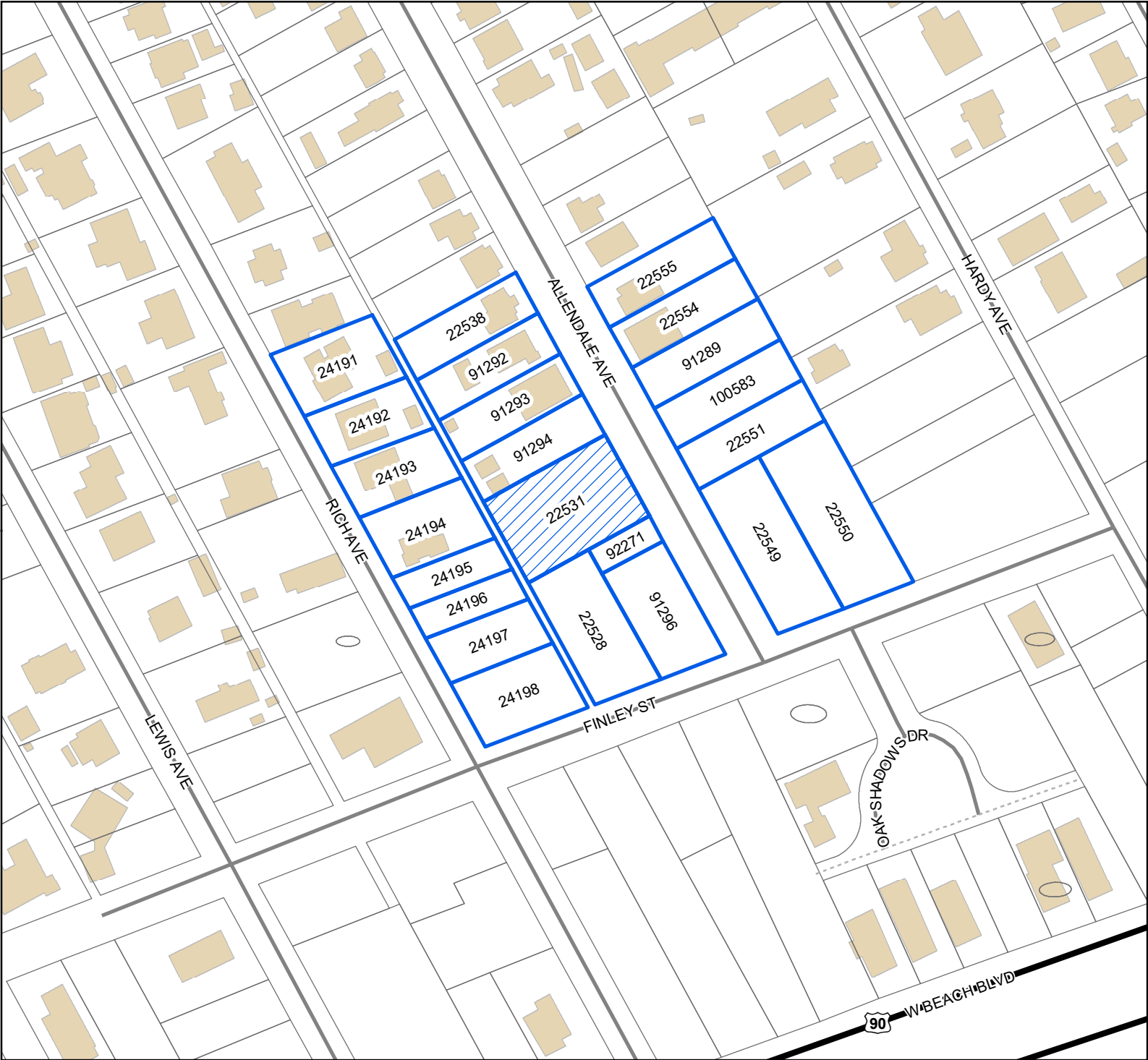
Regarding the appeal submitted by Brenda Robertson to divide her 100' wide lot on Allendale, I have no issue with the City of Gulfport allowing her this request and building homes on those newly divided parcels. As she states in her appeal, all of the other lots on that block of Allendale Ave. are the same width as she is requesting and have homes on them. I always expected that there would be homes on those lots anyway. My address in Gulfport is 5102 Finley St. with the additional 30' drive to Allendale. I am the sole property owner along the southern 150' boundary of the lot in question and would fully support your decision allowing her to divide the existing double lot as requested and build homes on them that meet all of the additional building ordinances that are in place for Gulfport.

I am willing to speak with you at any time regarding this subject. I reside in Birmingham, AL so please contact me by phone or e-mail if necessary.

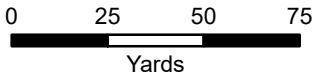
Thank you,

Jason Garcia
M: 205-306-9383
e-mail: 1125jasongarcia@gmail.com

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HIDDEN TREASURES OF MS, LLC (OWNER)	P.O. BOX 1495	LONG BEACH	MS	39560
			BRENDA ROBERTSON (AGENT)	P.O. BOX 1495	LONG BEACH	MS	39560
			Adjacent Property Owners				
	24197	0711N-04-046.001	BLANCO CYNTHIA M	4820 BELLE DRIVE	METAIRIE	LA	70006
	22551	0711N-04-015.000	BRADLEY JEFFREY K & SHARON L	610 ALLENDALE AVE	GULFPORT	MS	39501
	22538	0711N-04-039.000	COLUDROVICH G A	703 ALLENDALE AVE	GULFPORT	MS	39501
	22549	0711N-04-014.000	DONAHUE DANIEL R & KRISTA B	167 SUNDIAL RD	MADISON	MS	39110
	24194	0711N-04-049.000	FOSTER JO	11054 COLEMAN RD	GULFPORT	MS	39503
	22528	0711N-04-044.000	GARCIA JASON M	1125 FOREST VIEW LN	VESTAVIA HILLS	AL	35216
N	92271	0711N-04-045.001	GARCIA JASON M	1125 FOREST VIEW LN	VESTAVIA HILLS	AL	35216
	22554	0711N-04-017.000	HEIDINGSFELDER ADAM J & MARY R	616 ALLENDALE AVE	GULFPORT	MS	39560
	22531	0711N-04-043.000	HOLDERER NANCY RAMSAY	4115 NINTH ST	GULFPORT	MS	39501
	24192	0711N-04-051.000	KEELEY JOHN W	700 RICH AVE	GULFPORT	MS	39501
	91292	0711N-04-040.000	KNIPPLE JOY VIRGINIA -ESTATE-	701 ALLENDALE AVE	GULFPORT	MS	39501
	22555	0711N-04-018.000	LEE JOHN	26631 FOND DU LAC RD	RANCHO PALOS	CA	90275
	24191	0711N-04-052.000	LEVA LINDA L CARANNA	704 RICH AVE	GULFPORT	MS	39501
	22550	0711N-04-013.000	MEADOWS PROPERTIES	C/O DONNY MEADOWS	COOKEVILLE	TX	38501
	91289	0711N-04-016.000	MERRITT MIRIAM A & JAMES E	6708 TUNICA ROAD	BILOXI	MS	39532
	100583	0711N-04-016.001	MILLER JOSEPH A & AMBER L	2635 LITTLE COYOTE RD	BIG SKY	MT	59716
	24196	0711N-04-047.000	NICKERSON BARBARA C M & TREVOR D	75 SOUTH ERIE STREET	MAYVILLE	NY	14757
	24195	0711N-04-048.000	NICKERSON TREVOR D & BARBARA C M	75 SOUTH ERIE ST	MAYVILLE	NY	14757
	24198	0711N-04-046.000	PEARSON MILDRED OSBORNE -L/E-	429 RIVERSIDE DR	NEW BERN	NC	28560
	91296	0711N-04-045.000	REUTHER STEPHEN J & KAREN P	5100 FINLEY ST	GULFPORT	MS	39501
	91294	0711N-04-042.000	RICHMOND REAL ESTATE DEV & PROP LLC	481 32ND ST	GULFPORT	MS	39507
	91293	0711N-04-041.000	STOKES JACQUELYN Y	617 ALLENDALE AVENUE	GULFPORT	MS	39501
	24193	0711N-04-050.000	WESTOVER TYRONE & JACKALON	14021 CERRO VERDE DR	OCEAN SPRINGS	MS	39564



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



1 inch = 150 feet



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RE: Appeal - Warrant 2106SC089, by owner Brenda Robertson, tax parcel 0711N-04-043.000, lot size and width, 601 Allendale Ave, Zoned T3 (Sub-Urban Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, June 17, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, June 17, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

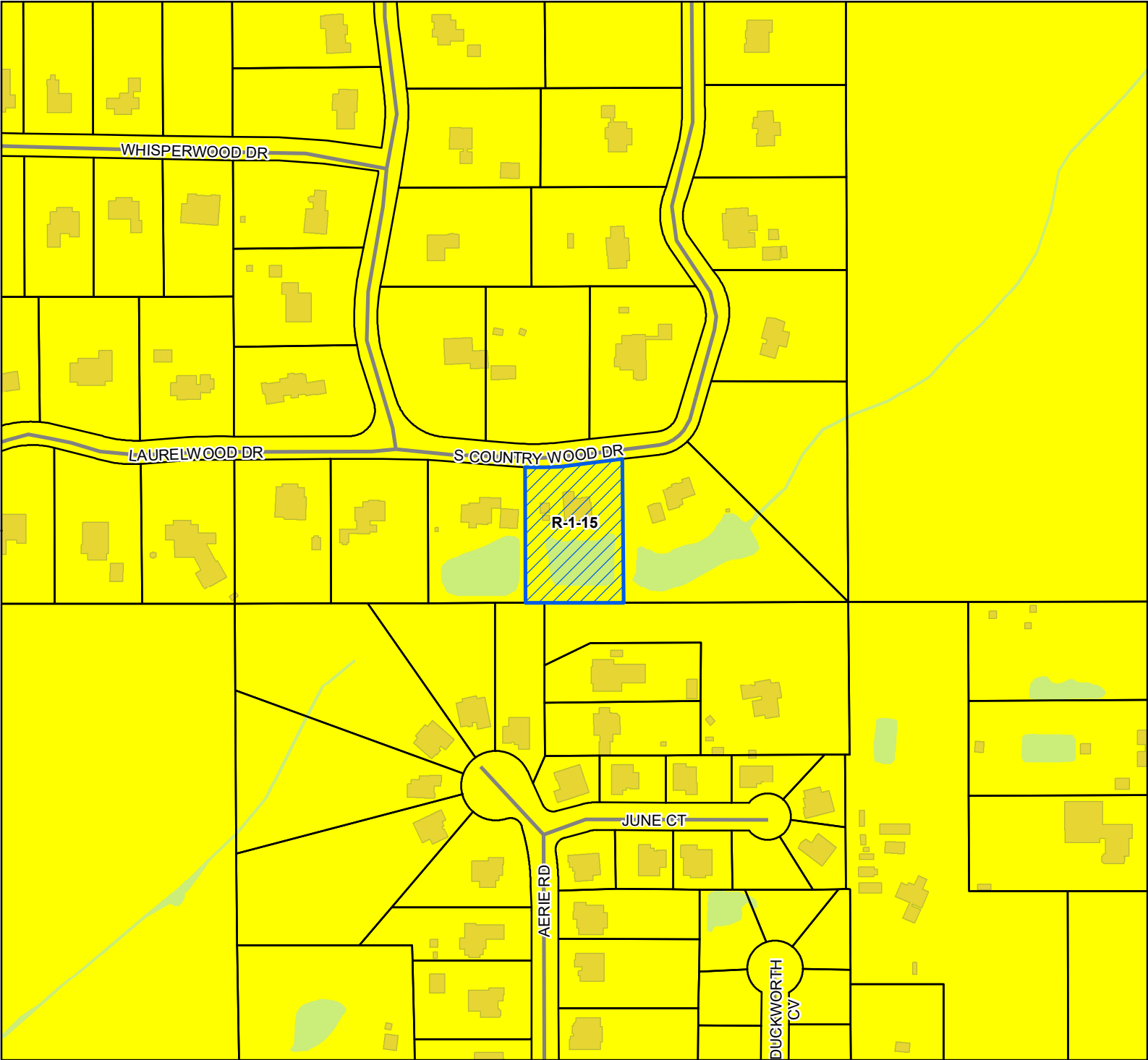
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2106ZB090:
(Moved to July due to lack of quorum)

Variance 2106ZB090, by owner Laurie Roods, tax parcel 0807G-01-011.000, Variance for fence height, 14665 S Country Wood Dr, Zoned R-1-15 (Single-family), Ward 7



Site

Street

Parcels

Buildings

Water Features

Zoning

R-1-15 - Single Family

Residence District (Low Density)

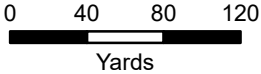
Site Information

0807G-01-011.000

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

Size: 1.45 acres

Flood: X



1 inch = 300 feet



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

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	8	0	7	6	-	0	1	-	0	1	1	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 14665 S Country Wood Drive, Gulfport MS 39503
 Lot(s) 9, Block(s) _____, Subdivision South Swan Country Estates
 General Location: 1ST ADDITION

GENERAL DESCRIPTION OF REQUEST:

Replacement of existing 8 FT fence destroyed by
Hurricane Zeta

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

Laurie Roods
 Printed Name Of Owner
14665 S Country Wood Drive
 Mailing Address
Gulfport MS 39503
 City State Zip code
360-6207227
 Home Phone Work/Cell Phone
lroods@gmail.com
 Email
Laurie Roods
 Signature Of Owner

 Printed Name Of Agent

 Mailing Address

 City State Zip code

 Home Phone Work/Cell Phone

 Email

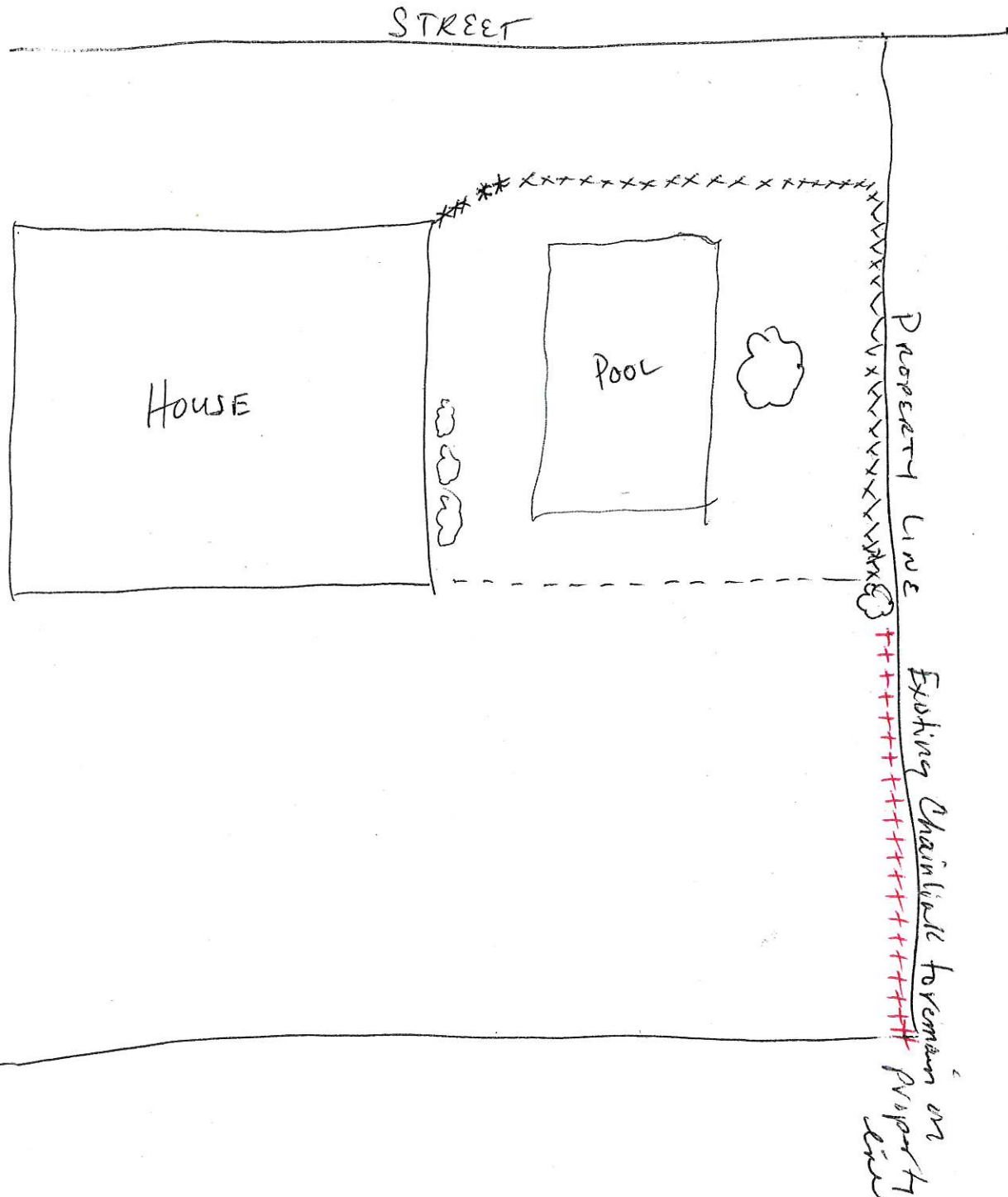
 Signature Of Agent

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.

SITE PLAN - MODIFICATION



++++ - MODIFICATION -

xxxx - FENCE TO BE REPLACED

* - GATE TO BE REPLACED

☁ TREE

----- EXISTING CHAIN LINK FENCE

F.

1. No special conditions. 8FT Fence was around the pool upon purchase May 23, 2012.
2. Rebuilt collapsed fence w/ 8 Foot privacy fence in February 2014.
3. Was a first time home buyer. Did not know in 2014 that there was an issue replacing existing fence. Opted for a more eye pleasing design.
4. We would lose 2 feet of privacy in our pool area. We have already paid \$3900+ for replacement fence post Hurricane Zeta. It would cause a financial issue if we had to remove/replace.
5. As there was an existing 8FT fence when I purchased the property May 23, 2012 ~~at~~ there would not be special privilege. Directly behind our property, an 8 foot fence was constructed along the Driveway at 14440 Duckworth Rd.;

Additional Standards for a fence variance approval

1. Safety in regard to subject property, adjacent properties, ingress and egress, streets, alleyways and waterways:

This fence is a replacement fence due to Hurricane Zeta. This fence was an 8 foot fence when I purchased the property on May 23, 2012; surrounding the pool, providing privacy and safety to all parties. Fence began falling apart late 2012; contractor was hired to replace fence. An 8 foot custom fence was build. Hurricane destroyed the rebuilt fence. A new fence, 8 foot picket, was built to replace the destroyed fence.

2. Visual impact on adjacent properties, streets, alleyways, and waterbodies.

There is no visual impact to the above.

3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood.

This home was purchased with the 8 foot fence around the pool, 5 foot chain link fence on the east property line separating the properties of Linda and Jerry Goforth and the Roods family. 4 foot chain link fence runs the south and west side of the property with a 4 foot chain link section between the carport and garage on the north side of the property.

4. Impact on ingress and egress, if applicable. N/A

5. Screening, buffering or separation of any nuisance or hazardous feature. N/A

6. Compatibility with adjacent properties. There has never appeared to be a compatibility issues since the original fence was in place when the property was purchased by Laurie Roods May 23, 2012.

Laurie Rood
4/14/2021



John 1st Judicial District
Instrument 2012 2953 D -J1
Filed/Recorded 5/23/2012 03:34 P
Total Fees \$ 12.00
2 Pages Recorded



John 1st Judicial District
Instrument 2020 4875 D -J1
Filed/Recorded 5/12/2020 02:25 P
Total Fees \$ 26.00
3 Pages Recorded

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

Grantor: William & Vennie Arrington
*P.O. Box 2776
Gulfport, MS 39505
228-326-2650*
GRANTEE: Laurie Lynn Roods
14665 S. Country Wood Dr.
Gulfport, MS 39503
360-620-7277

STATE OF MISSISSIPPI
COUNTY OF Harrison

REVIEWED

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, **William E. Arrington and wife, Vennie S. Arrington**, do hereby sell, convey and warrant unto, **Laurie Lynn Roods**, an unmarried person, the following described land and property located and being situated in the First Judicial District of Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

Lot 9, South Swan Country Estates Subdivision, 1st Addition, a subdivision, according to a map or plat thereof which is on file of record in the office of the Chancery Clerk for the First Judicial District of Harrison County, MS, in Plat Book 36 at Page 7.

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.

CERTIFIED TRUE COPY
JOHN McADAMS
CHANCERY COURT

William E. Arrington
William E. Arrington

Vennie S. Arrington
Vennie S. Arrington

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23 day of May, 2012, within my jurisdiction, the within named, William E. Arrington, who acknowledged that they/he/she executed and delivered the above and foregoing instrument.

[Signature]
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 the 23 day of May, 2012, within my jurisdiction, the within named, Vennie S. Arrington, who acknowledged that they/he/she executed and delivered the above and foregoing instrument.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:



PERMITS/INSP PAYMENT RECPT#: 10639789
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/20/21 TIME: 09:53
CLERK: bchapman DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
4311

REFERENCE:

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

Michael Feuer 2012
Posted in Realtor.com listing





Invoice

Richard Campbell

campbellsfencing@yahoo.com

(228) 861-3690

CUSTOMER:

Name: Brenda Roods
C/O _____
Address: 14665 S. Countrywood Dr.
Gulfport, MS 39503
Phone: (303) 3489-8042

HISTORY:

Previous Balance: _____
Billing Date: 02/18/14
Invoice Number: 14-0218

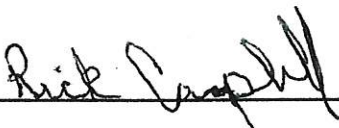
Quantity:	Description:	Payments:	Charges
133'	8' Custom Wooden privacy fence installation		\$1,995.00
1	Single gate		\$250.00
133'	Tear down and haul off existing 8' fence		\$380.00

Please remit payments within fifteen (15) days from date of invoice.

Sub total: _____
Tax: _____

Total Due: \$2,625.00

Please make checks payable to
Rick Campbell



Thank you, Rick Campbell



2/18/2014



Richard Campbell

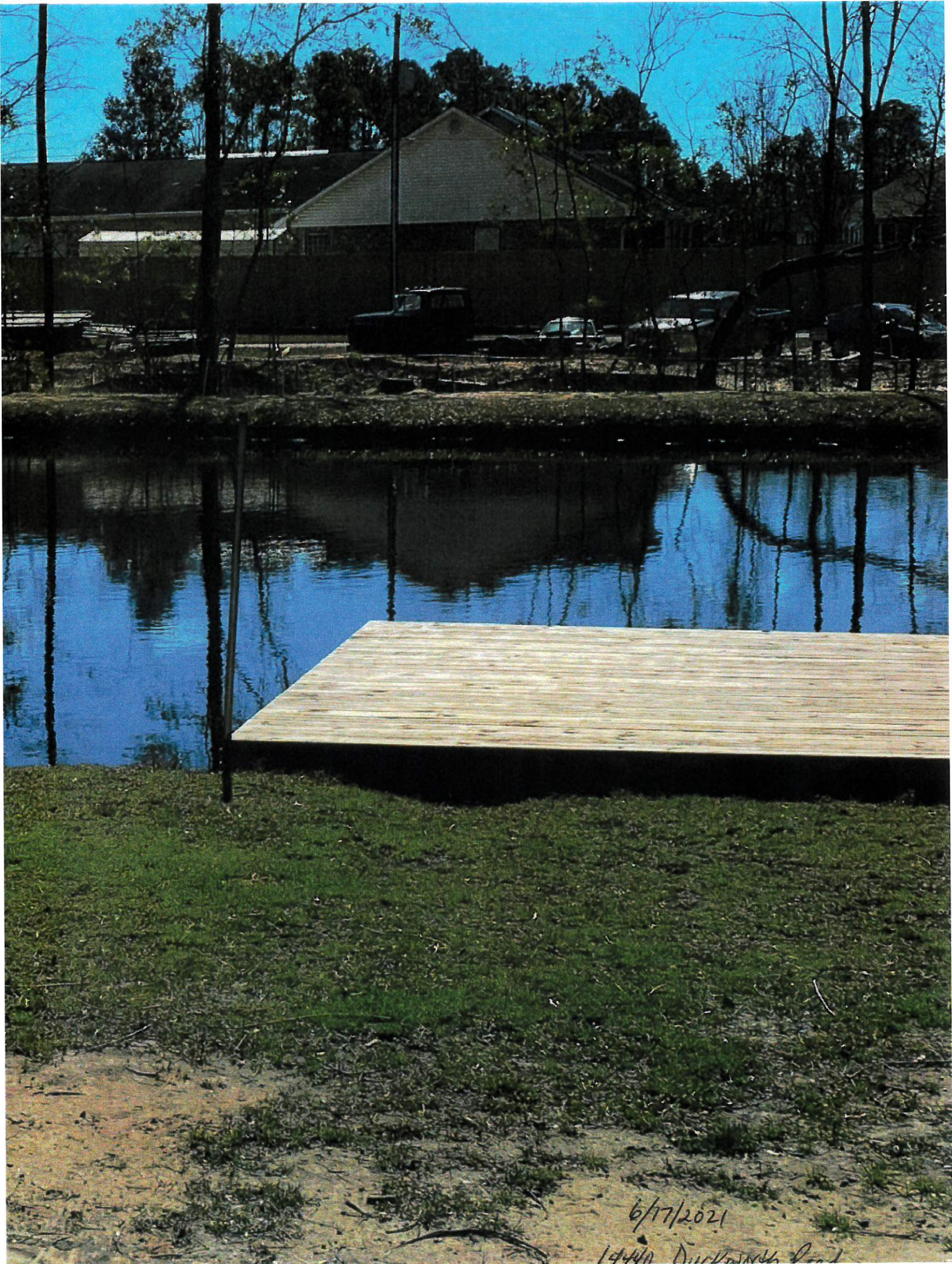
(Facebook) Campbell's Fencing

[illegible]

Please make **local** checks payable
to Richard or Tammi Campbell

3/4/2021





6/17/2021

1440 Duckworth Road

12:10

14440 Duckworth Rd

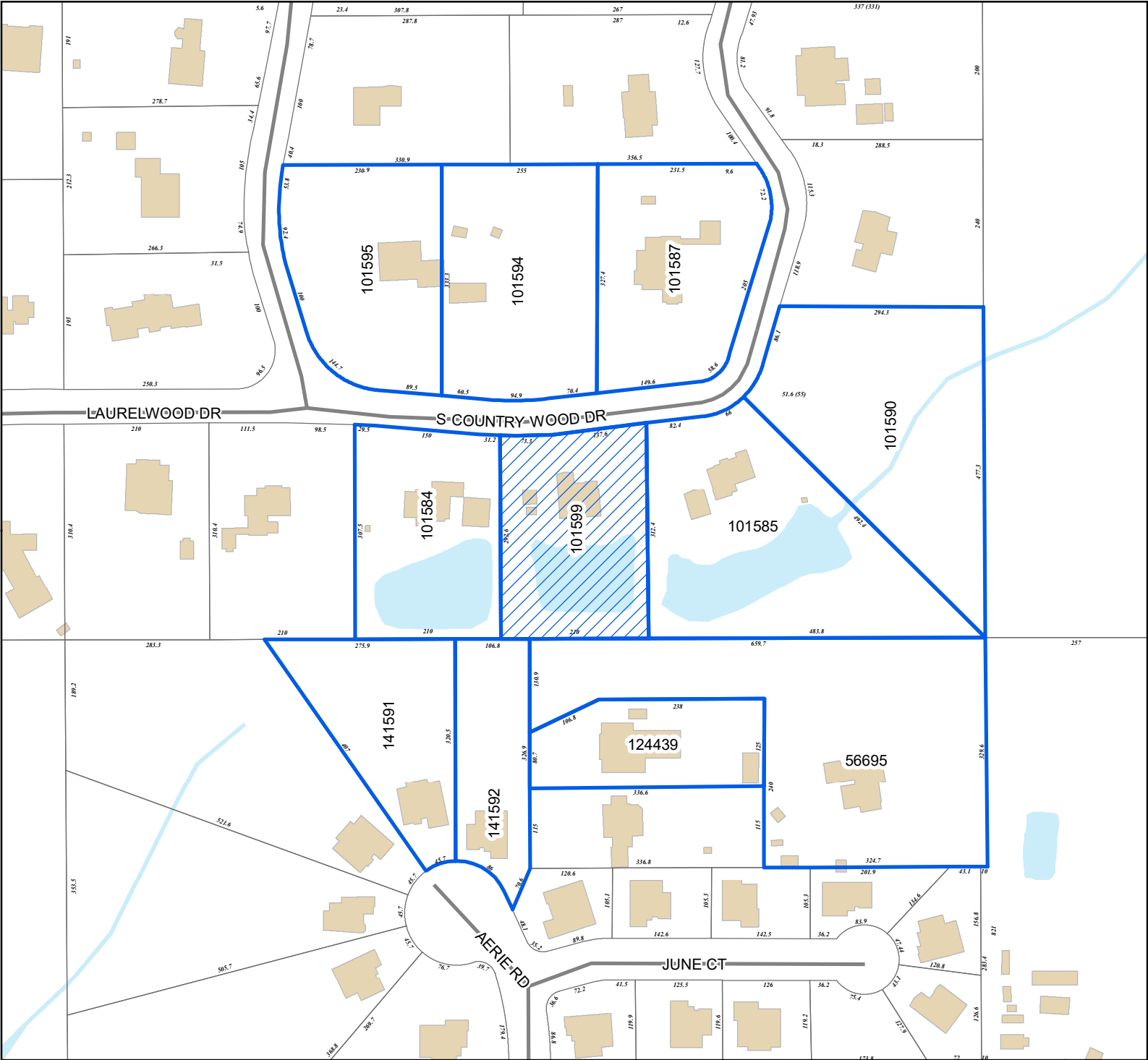


September 14, 2020

6:34 PM

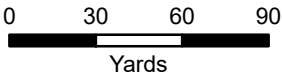
Edit





Legend

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



1 inch = 200 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	101599	0807G-01-011.000	ROODS LAURIE LYNN	14665 COUNTRY WOOD DR	GULFPORT	MS	39503
			Adjacent Property Owners 090				
	124439	0807J-01-013.002	BRELAND LINDA G	14446 AERIE RD	GULFPORT	MS	39503
	101585	0807G-01-010.000	GOFORTH JERRY & LINDA	14661 COUNTRY WOOD DR	GULFPORT	MS	39503
	101584	0807G-01-012.000	HALL REAGAN	14679 S COUNTRYWOOD DR	GULFPORT	MS	39503
	141592	0807J-01-014.013	HEFFNER SUMMER	11560 HILLCREST RD	GULFPORT	MS	39503
	101590	0807G-01-009.000	HICKEY CHRIS & ANITA ETAL	2402 SANDY GROVE CT	KINGWOOD	TX	77345
	56695	0807J-01-013.000	PETRO SHAWN M	14440 DUCKWORTH RD	GULFPORT	MS	39503
	101587	0807G-01-032.000	PORTER GARY S & MICKELL CHRISTOPHER	14600 S COUNTRY WOOD DR	GULFPORT	MS	39503
	141591	0807J-01-014.012	ROUXDELABEAUME HENRY T & LACEY C/O E	1403 PASS RD	GULFPORT	MS	39501
	101595	0807G-01-030.000	STANBRO FRANCES MARIE	14672 COUNTRY WOOD DR S	GULFPORT	MS	39503
n	101594	0807G-01-031.000	STANBRO FRANCES MARIE	14672 COUNTRYWOOD DR S	GULFPORT	MS	39503

RE: Variance 2106ZB090, by owner Laurie Roods, tax parcel 0807G-01-011.000, Variance for fence height, 14665 S Country Wood Dr., Zoned R-1-15 (Single-family), Ward 7.

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, June 17, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, June 17, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

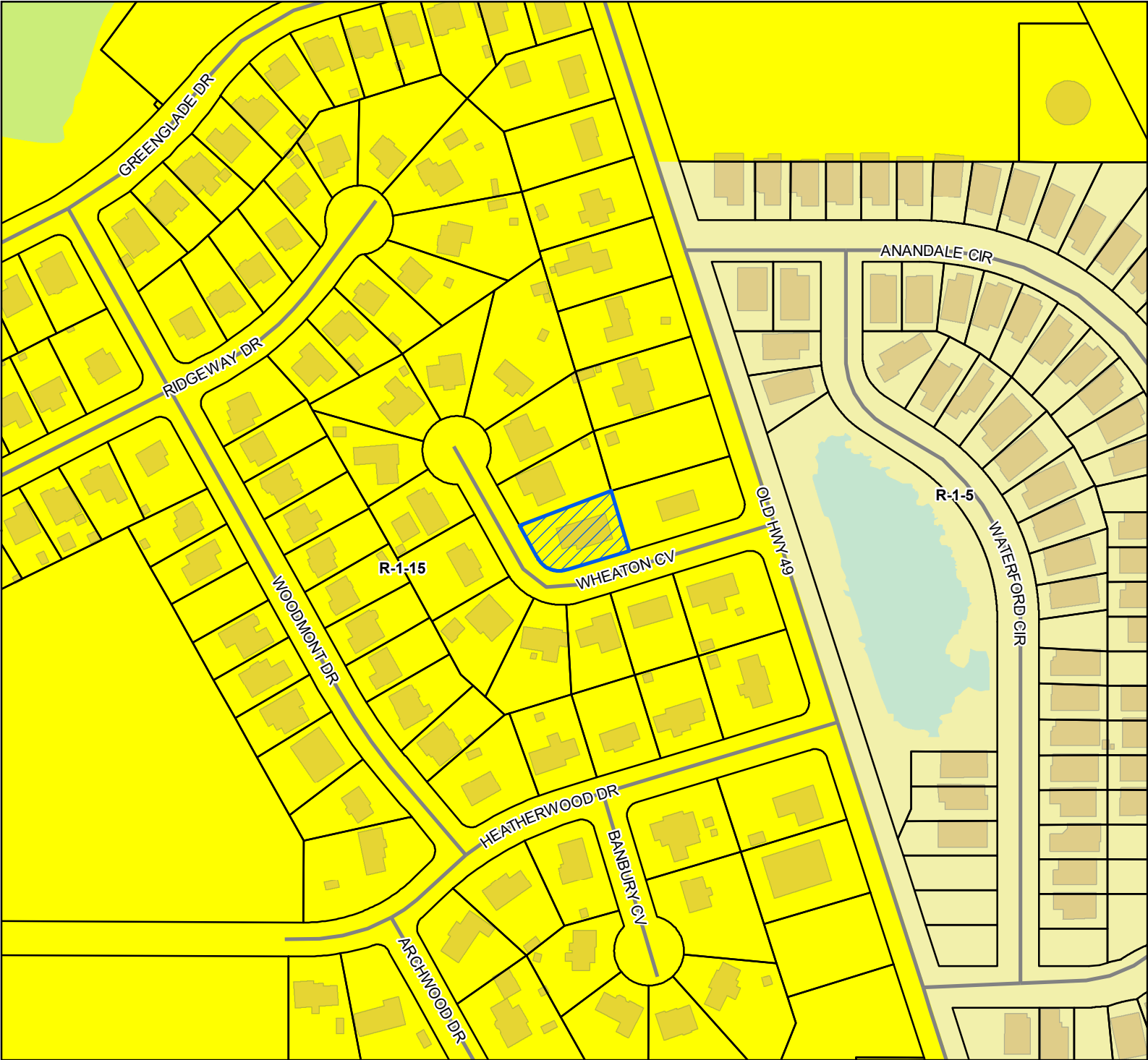
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2106ZB094:
(Moved to July due to lack of quorum)

Variance 2106ZB094, by owner Judy Childress, tax parcel 0707H-03-009.000, Variance for setbacks, 2 Wheaton Cv, Zoning R-1-15 (Single-family), Ward 7



Site

Street

Parcels

Buildings

Water Features

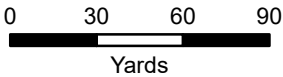
Zoning

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

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

Site Information

0707H-03-009.000
Zoning: R-1-15 (Single-family)
Size: 11,188 square feet
Flood: X



1 inch = 200 feet

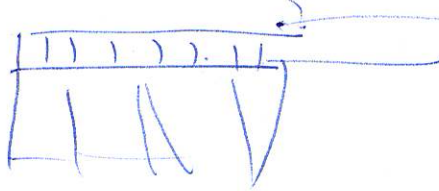


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SCANNED



J. Jordan 1st Judicial District
Instrument 2015 5904 T - J1
Filed/Recorded 7/13/2015 01:36 P
Total Fees \$ 17.00
3 Pages Recorded



Page | 1

This Instrument prepared by:
Community Development Division
City of Gulfport
Post Office Box 59
Gulfport, Mississippi 39502
(228) 868-5736

Return to:
Schwartz, Orgler & Jordan, PLLC
P.O. Box 2408
Gulfport, MS 39505
(228) 832-8550 / File #151025

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



DEED OF TRUST

(HOMEBUYER DEFERRED PAYMENT LOAN)

THIS INDENTURE, made and entered into this day by and between

Judy K. Childress, an unmarried woman
2 Wheaton Cove
Gulfport, MS 39503
228-265-0747

as Grantor (herein designated as "Property Owner"), and Jeffrey S. Bruni 2309 15th Street, Gulfport MS 39501, 228-868-5811 as Trustee, (or his duly appointed and ratified successor) and

Harrison County HOME Consortium (HCHC),
City of Gulfport, Lead-Agency
2309 15th Street
Gulfport, Mississippi 39501
228-868-5811

as Beneficiary (herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Property Owner received financial assistance from the HOME Investment Partnership Program and the U. S. Department of Housing and Urban Development (HUD) in the form of a Deferred Loan to provide funding to low and moderate-income homebuyers for down payment assistance and eligible cost for purchase of an affordable single-family housing unit located at 2 Wheaton Cove Gulfport, Mississippi, as more fully described below situated in the City of Gulfport, Harrison County, First Judicial District, and State of Mississippi.

WHEREAS, Property Owner is indebted to the Trustee for monies loaned to Property Owner as evidenced by a Promissory Note of even date, in the principal sum of \$ 30,000.00 dollars, with interest thereon at the rate of Zero (0%) percent per annum as provided in the Note.

WHEREAS, Property Owner certifies that he/she will occupy the real property or improvements located at 2 Wheaton Cove Gulfport, Mississippi as his/her principal residence for the appropriate affordability period which begins on the 10th day of July, 20 15 and ends on the 10th day of July, 20 25.

NOW THEREFORE, In consideration of the indebtedness herein recited, Property Owner hereby conveys and warrants unto Trustee the land described below situated in the County of Harrison, First Judicial District, and State of Mississippi:

Legal Description: Lot Thirty-Six (36), Block Two (2), WESTWOOD HILLS SUBDIVISION, SECTION ONE (1), 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 32 at Page 26 thereof, reference to which is hereby made in aid of and as a part of this description.

Tax Parcel Number: 0707H-03-009.000

JKC

\$ 75.00



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

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	7	0	7	H

 -

0	3

 -

0	0	9

 •

0	0	0

For Staff Use Only

Case File #: 21067B094Date Received: 4/28/2021

Receipt #: _____

Received By: MMr

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 2 Wheaton Cr, G't, MS 39503Lot(s) 36, Block(s) 2, Subdivision Westwood HillsGeneral Location: 2nd house on R-2 Wheaton Cr, G't, MS. off old 49

GENERAL DESCRIPTION OF REQUEST:

add 6' all across the front to enclose for
living space for 3 adults - me and my 2 sisters
I have acquired 4 yrs after I bought the house.

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

Judy Childress
Printed Name Of Owner

2 Wheaton Cr
Mailing Address

G't, MS 39503
City State Zip code

228-265-0747
Home Phone Work/Cell Phone

judy.childress1234@gmail.com
Email

Judy Childress
Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

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.

- F.
1. need more living space.
 2. I acquired 2 sisters 2 years ago.
 3. I need more living space and Code doesn't allow.
 4. It will actually enhance the appearance.
 5. None other than living space.
 6. Single family house is allowed.



Area Map

Printed 4/28/2021

0707H-03-010.000

0707H-03-008.000

0707H-03-009.000

2 WHEATON CV

↓ 6 ft addition ↓

WHEATON CV

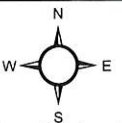
0707H-03-021.000

0707H-03-022.000

0707H-03-023.000

0707H-03-024.000

- Addresspoints
- Minor/Residential
- WaterFeatures
- Parcels



1 inch = 20 feet

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Covenant Affidavit

I, Judy Childress being owner or agent of the property 2 wheaton Cv, Gpt
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Judy Childress
Signature

4-28-21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 28th day of April, 20 21

[Signature]
Notary Public



Commission Expiration

PERMITS/INSP PAYMENT RECPT#: 10653472
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/28/21 TIME: 11:37
CLERK: tnorthing DEPT:
CUSTOMER#: 0

COMMENT:

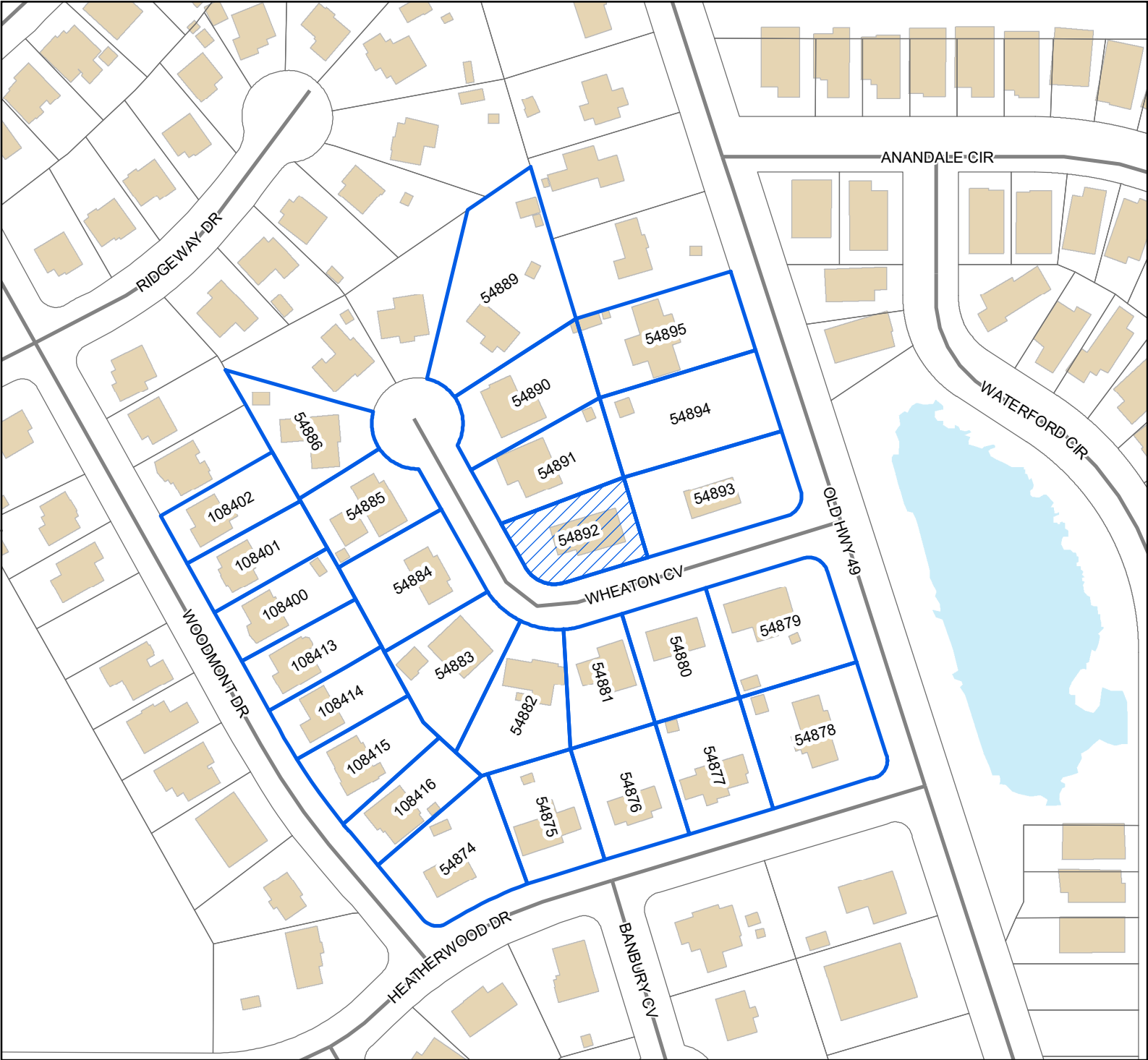
CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: JUDY CHILDRESS
PAYMENT METH: CREDIT CARD

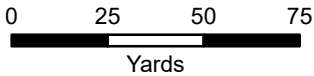
REFERENCE:

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



Legend

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



1 inch = 150 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
n	54892	0707H-03-009.000	CHILDRESS JUDY K	2 WHEATON CV	GULFPORT	MS	39503
	Adjacent Property Owners 094						
	54884	0707H-03-020.000	ACOCCELLA STEVEN	P.O. BOX 2873	GULFPORT	MS	39505
	54893	0707H-03-008.000	BENNETT BRADLEY J & ANDREW	1 WHEATON CV	GULFPORT	MS	39503
	54880	0707H-03-024.000	BIEN THOMAS A & TRUDY L	19505 RIVERSIDE STREET	ATHENS	AL	35611
	54890	0707H-03-011.000	BUCKLEY FRANCES FAY	4 WHEATON CV	GULFPORT	MS	39503
	54879	0707H-03-025.000	BUTLER THOMAS R & JULIA A	15 WHEATON CV	GULFPORT	MS	39503
	54874	0707H-03-030.000	CUMMINGS DENNIS A	9 HEATHERWOOD DR	GULFPORT	MS	39503
	108416	0707H-03-056.000	DURANKO MICHAEL J	14046 WOODMONT DR	GULFPORT	MS	39503
	54883	0707H-03-021.000	EID GEORGE & ELY JIMMY	11 WHEATON COVE	GULFPORT	MS	39503
	54875	0707H-03-029.000	ELLIS WILLIAM T JR & VIRGINIA A	16476 HEATHERWOOD DR	PASS CHRISTIAN	MS	39571
	108415	0707H-03-055.000	FARMER KENYETTA	14052 WOODMONT DR	GULFPORT	MS	39503
	54895	0707H-03-006.000	FIELDS TEDDY C & JOANNA E	14111 OLD HWY 49	GULFPORT	MS	39503
	54882	0707H-03-022.000	FLEMING PATRICIA	12 WHEATON CV	GULFPORT	MS	39503
	54891	0707H-03-010.000	GARRETT RAMONA RENEE	3 WHEATON CV	GULFPORT	MS	39503
	54886	0707H-03-018.000	JOHNSON BARBARA RUTH	8 WHEATON COVE	GULFPORT	MS	39503
	54878	0707H-03-026.000	JONES HOLLIS H	1 HEATHERWOOD DR	GULFPORT	MS	39503
	54881	0707H-03-023.000	LANDRY MARY ELLEN -L/E-	13 WHEATON CV	GULFPORT	MS	39503
	108414	0707H-03-054.000	LEVINGSTON DARRYL	14508 WOODMONT DR	GULFPORT	MS	39503
	108402	0707G-02-043.000	MDM GULFPORT PROPERTIES LLC	12206 FIVE OAKS DRIVE	GULFPORT	MS	39503
	108400	0707G-02-041.000	MOORE TYWANDA M	14070 WOODMONT DR	GULFPORT	MS	39503
	54876	0707H-03-028.000	PACE CARLTON H & LUMEKO	16470 HEATHERWOOD DR	GULFPORT	MS	39502
	108401	0707G-02-042.000	RICHARDSON DANIEL & DEVA	14074 WOODMONT DR	GULFPORT	MS	39503
	54889	0707H-03-012.000	SATTLER MICHAEL L & BARBIE R	5 WHEATON COVE	GULFPORT	MS	39503
	54877	0707H-03-027.000	SHARPE TOMEKA	16460 HEATHERWOOD DR	GULFPORT	MS	39503
	54885	0707H-03-019.000	SMITH T SHAWN CRAIG & TIFFANY R S	9 WHEATON COVE	GULFPORT	MS	39503
	54894	0707H-03-007.000	TOLAR TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	108413	0707H-03-053.000	WOODS MARGARET	14064 WOODMONT DR	GULFPORT	MS	39503

RE: Variance 2106ZB094, by owner Judy Childress, tax parcel 0707H-03-009.000, Variance for setbacks, 2 Wheaton Cv., Zoning R-1-15 (Single-family), Ward 7.

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, June 17, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, June 17, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

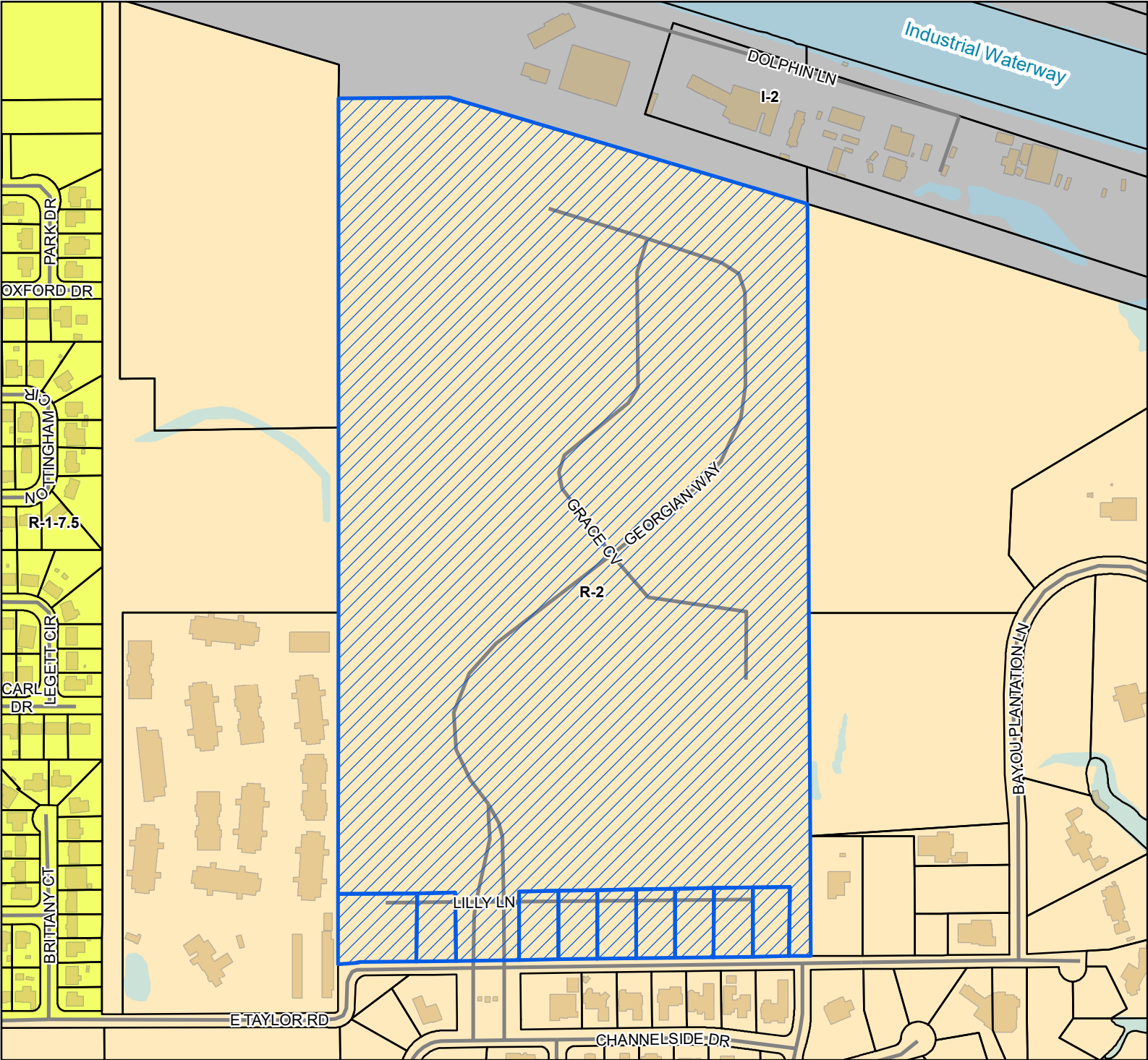
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2106ZB098:
(Moved to July due to lack of quorum)

Variance 2106ZB098, by owner Brookestone Gulf Coast, LLC, tax parcel 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, Variance for setbacks, E Taylor Road, Zoned R-2 (Single-family), Ward 5



Legend

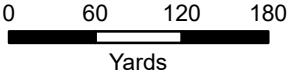
- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- I-2 - Heavy Industry District
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)

Site Information

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-01-002.007,
1009N-01-002.008,
1009N-01-002.009,
Zoning: R-2 (Single-family)
Size: 68.54 Acres
Flood: 02.%, AE



1 inch = 400 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.



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

For Staff Use Only

Case File #: 210628098Date Received: 5/4/21

Receipt #: _____

Received By: CLZoning: R-2Ward: 5 Flood: 0.2%, AE

Size: _____

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #	See	Att	ach	ed		-			-										
						-			-										
						-			-										

(If necessary, use separate sheet of paper)

Address of Property Involved: Lots 1-34, Lots 40, 53, 70, 79, 87, 95, 96 and 103Lot(s) Listed above, Block(s) N/A, Subdivision BrookestoneGeneral Location: North of and adjacent to E Taylor Rd., West of Bayou Plantation Ln., So. of Dolphin Lane, E. of Hwy 605

GENERAL DESCRIPTION OF REQUEST:

We request a side street setback variance for corner lots 1, 8, 9, 34, 40, 53, 70, 79, 87, 95, 96 and 103 from the required 25' to 15'. We also request a variance from 8' to 5' for the side yard setback for Lots 1-34 and also a front yard variance from 25' to 13' for Lots 1-34

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

Brookestone Gulf Coast, LLC

Printed Name Of Owner
111 Lundgren Lane

Mailing Address

Gulfport MS 39507

City State Zip code
228-860-5318 228-860-5318

Home Phone Work/Cell Phone
Bobbyknes@aol.com

Email

Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

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.

Tax Parcel Numbers for Brookestone Subdivision
East Taylor Road, Gulfport, MS

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

CIVIL ENGINEER
CONSULTANT
111 LUNDGREN LANE
GULFPORT, MS 39507

Robert J. Knesal, P. E.

228-860-5318
email: BobbyKnes@aol.com

May 4, 2021

City of Gulfport
Planning Division
1410 24th Ave
Gulfport, MS 39501

Re: Brookestone Subdivision – Variance Application

To whom it may concern:

Please find attached my application for the General Subdivision Plan for Townhomes and also an Application for Variance for the project.

We request the Front and Side yard variances for the following reasons and answer the six questions as follows:

1. On Lots 1-34 the small size of these lots allows for a limited home footprint with the normal side yard setbacks. The requested setback variance will still provide adequate access to the homes for any safety concerns. The front yard variance request will allow the neighborhood to be constructed with a more neighborhood friendly feeling. We are in discussions with a high-quality builder who specializes in small lot communities and he has requested these variances so his proposed homes can be constructed. The 60' street right-of-way still provides 16.5' of additional front yard. Lots 1, 8, 9, 34, 40,53, 70, 79, 87, 95, 96 and 103 are corner lots. The 25' side yard requirement on side streets restricts the buildable area of the homes proposed for these lots. It is a burden for side yard requirements compared to the normal 8' side yard setback
2. These setback variances are necessary to construct the homes desired by the proposed lot owners. Prospective buyers are hesitant to purchase these lots without these variances.
3. Without this variance the large front yard setbacks on Lots 1-34 will not allow the neighborhood feel for the proposed home product planned for these lots. The variance will also allow for larger back yard outdoor living areas on these lots. Lots 1, 8, 9, 34, 40,53, 70, 79, 87, 95, 96 and 103 are corner lots. The 25' side street setback is a burden for side yard requirements compared to the normal 8' side yard setback
4. Our proposed builder cannot construct his product without these variances. It will allow reasonable use of the lots to build high quality homes.
5. The approval of these variances has been allowed in other subdivisions such as The Briars. Front and side yard variances have also been allowed in Florence Gardens Subdivision.

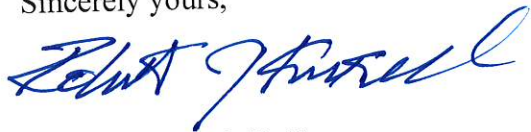
6. The proposed use of single-family homes is allowed by right in the zoning district.

An affidavit stating the request is not in violation of restrictive or protective covenants is included as required.

A copy of our proposed draft covenants is included as required.

Should you have any questions please do not hesitate to contact me at 228-860-5318.

Sincerely yours,



Robert J. Knesal, P. E.

AFFIDAVIT

I hereby testify that the proposed variances for the Lots listed in the Variance Application for Brookestone Subdivision dated May 4, 2021 is not in violation of any current restrictive or protective covenants associated with the existing lots as described on the proposed plat.

WITNESS ITS SIGNATURE on this the 4TH day of MAY, 2021.

BROOKESTONE GULF COAST, LLC, Owner

BY: Robert J Knesal
Robert J Knesal, Co-Managing Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert J Knesal, who acknowledged to and before me that he is a Managing Member of Brookestone Gulf Coast, LLC a Mississippi limited liability company, and for and on behalf of said company, and as its act and deed he signed, executed and delivered the above and foregoing instrument of writing on the date first above written, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 4th day of May, 2021.

Hannah Pritchett
NOTARY PUBLIC

My Commission expires: Feb 3, 2025

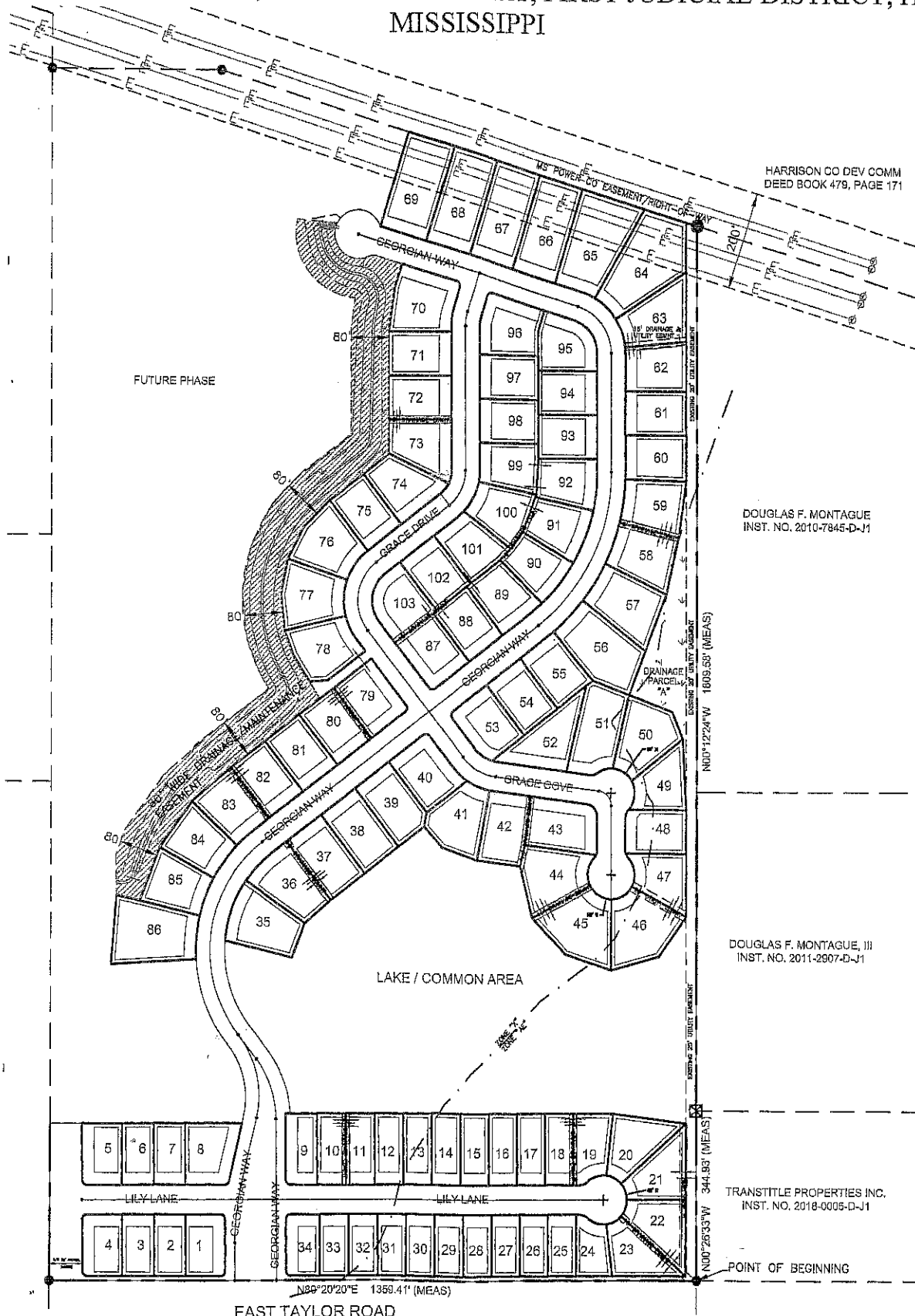
PREPARED BY AND RETURN TO:

Robert J. Knesal
111 Lundgren Lane
Gulfport, MS 39507
228-860-5318



PLAT OF BROOKESTONE

PARTIALLY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL CORNER SECTION 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI



NOV

A PARCEL OF LAND 10 WEST, ST. STEP FURTHER DESCRIBE

COMMENCING AT AN AND 30, TOWNSHIP SECONDS WEST FOR RIGHT-OF-WAY LINE DEGREES 25 MINUTE CONCRETE; THENCE 1809.28 FEET TO 1 SECONDS WEST FOR THENCE RUN SOUTH FEET TO A 1/2 INCH HAVING A CENTRAL THE ARC OF SAID NORTH 89 DEGREE PREVIOUSLY DESCR FOR A DISTANCE OF HAVING A CENTRAL THE ARC OF SAID SOUTH 37 DEGREE PREVIOUSLY DESCR FOR A DISTANCE OF 14 MINUTES 39 SE THENCE RUN SOUTH FEET TO A 1/2 INCH WEST FOR A DISTANCE DEGREES 04 MINUTE SET; THENCE RUN FEET TO A 1/2 INCH EAST FOR A DISTANCE DEGREES 16 MINUTE SET; THENCE RUN FEET TO A 1/2 INCH WEST FOR A DISTANCE DEGREES 57 MINUTE SET; THENCE RUN FEET TO A 1/2 INCH WEST FOR A DISTANCE DEGREES 23 MINUTE SET; THENCE RUN FEET TO A 1/2 INCH WEST FOR A DISTANCE DEGREES 14 MINUTE ROD SET AT THE OF 35' 08' 23" A FOR A DISTANCE 1 MINUTE 29 SECO AND TO THE BEG AND A RADIUS OF 153.12 FEET TO EAST A DISTANCE 12 DEGREES 42 MINUTE ROD SET; THENCE 400.98 FEET TO 1 SECONDS EAST FOR NORTH 89 DEGREE POINT OF BEGINNING

BY GRAPHIC PLOTTING

ZONE "X" (SHADED) CHANCE FLOOD WITH LESS THAN 1 SQUARE CHANCE FLOOD (NO ZONE "AE" - BASE

AS PUBLISHED BY MAP, COMMUNITY PL BUILDING OFFICIALS FLOOD ELEVATION CERTIFICATE. THE REPRESENT THIS SUR ADDITION, THIS SUR THE CITED MAP.

POINT OF COMMENCEMENT: IRON PIPE DENOTING THE COMMON CORNER TO SECTIONS 19, 20, 29 AND 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, ST. STEPHENS MERIDIAN, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

DOUGLAS F. MONTAGUE, III
INST. NO. 2011-2907-D-J1

TRANSTITLE PROPERTIES INC.
INST. NO. 2018-0005-D-J1

POINT OF BEGINNING

$N00^{\circ}28'14''W$
176.79'

19 20
30 29

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKESTONE SUBDIVISION

WHEREAS, Brookstone Gulf Coast, LLC is the owner of certain land and property lying and being situated in the First Judicial District of Harrison County, Mississippi, being BROOKESTONE SUBDIVISION, a subdivision according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book ____ at Page ____ thereof.

WHEREAS, said owner, hereinafter referred to and called the "Declarant", desires to impose certain Restrictive and Protective Covenants upon all lots of said subdivision for the protection and benefit of those purchasing lots therein.

NOW THEREFORE, in consideration of the advantages to accrue through such restrictive and protective covenants and for other good and valuable consideration, the Declarant does hereby covenant and agree with all future owners of lots in the aforesaid subdivision that the following restrictive and protective covenants shall apply to all the lots in said subdivision, and to all improvements thereon, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and benefit to Declarant, his successors and assigns, and to any persons acquiring title to or owning an interest in the said real property and improvements, their successors, executors, heirs, administrators devisees and assigns.

ARTICLE I RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots shall be used and occupied as single-family residences and no structures shall be erected; altered, placed or permitted to remain other than single family dwellings with a private garage for not more than three (3) vehicles and one (1) storage or outbuilding. No building, fence, wall or other structure shall be erected or placed on any Lot, except in accordance with the provisions of this Declaration, including written permission of the Architectural Control Committee. No alteration to the exterior (appearance) of any dwelling, lot, building, fence, or other structure shall be made without the written permission of the Architectural Control Committee created hereunder. Each Owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owner, and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

Section 2. Building Setback Requirements. Setbacks for front, side and rear yards shall be governed by the City of Gulfport as set forth in the City Zoning Ordinance and subject to any variances granted by the Zoning Board. For the purpose of these covenants, conditions and

restrictions, eaves, steps and open patios shall not be considered a part of the building.

Section 3. Dwelling Size. All residences constructed on Lots One through Thirty-four (1-34) shall contain a minimum square footage in accordance with the following schedule: all residences shall contain a minimum of 1,800 square feet of heated and cooled floor area (exclusive of decks, porches and garages). All residences constructed on Lots Thirty-five through One hundred and three (35-103) shall contain a minimum square footage in accordance with the following schedule: all residences shall contain a minimum of 2,500 square feet of heated and cooled floor area (exclusive of decks, porches and garages).

Section 4. Fences. All fences constructed on any lot or building site must be approved by the Architectural Control Committee prior to construction in accordance with Section 1 of Article II of these covenants, conditions and restrictions. The Homeowner's Association will be responsible for the maintenance of the fence along East Taylor Road.

Section 5. Temporary Structures. No structure of a temporary nature (trailer, shack, tent or other building), shall be moved to, placed upon or used on any Lot at any time, either temporarily, permanently, excepting, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

Section 6. Building Condition, General Appearance, Nuisance, and Health Regulations. All Lots shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 7. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon a Lot nor shall anything be done thereon which may be or become an annoyance to the other Lot Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring Lots.

Section 8. Signs. No professional, commercial or other signs of any kind shall be erected or maintained on any Lot or building by any Owner except with the written permission and direction of the Homeowner's Association, or except as may be required by legal proceedings. It being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant during any such period of time that Declarant owns any Lot and is offering any Lot for sale.

Section 9. No Clothes Lines. No outside clothes lines or other items detrimental to the appearance of the Lots shall be permitted on any Lot. All personal garbage and trash receptacles, which are to be furnished by the Owner, must be hidden from view.

Section 10. Animals. No livestock, animals, chickens or fowl of any kind or nature shall be

permitted on a Lot except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs or cats shall be permitted on a Lot except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible Lot Owner. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Homeowner's Association shall perform such service and shall bill the pet owner accordingly. The Homeowner's Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to ensure that such pets are not and do not become a nuisance.

Section 11. Nuisances. No nuisance shall be allowed upon a Lot, nor any use or practice that is the source of annoyance to Lot Owners or which interferes with the peaceful possession and proper use of a Lot by its owners. All parts of a Lot shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the Lot. No Owner shall permit any noise to originate from his Lot that would be an annoyance or nuisance to owners of adjoining Lots, including, but not limited to, radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

Section 12. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of a Lot nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of a Lot shall be the same as the responsibility for the maintenance and repair of the Lot concerned.

Section 13. Leasing. Entire single-family dwellings may be rented provided that the single-family dwelling is used only as a single-family residence; that the lease or rental period is for not less than one hundred eighty (180) consecutive days; that the single-family dwelling is occupied by only one family having no more members than the single-family dwelling is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. A Lot Owner may lease or rent his own single-family dwelling to any lessee provided that the Lot Owner furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any single-family dwelling whether so stated in said lease. All of the foregoing may be enforced by the Association.

Section 14. Parking. No boat trailer, house trailer, commercial truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans: (vans are limited to those that are no wider than American made family automobiles) shall be parked or stored in any driveway or on any Lot in the subdivision or on the street or road rights-of-way in front of any such Lot so as to be visible from the street or be visible to the other residences in the subdivision. All vehicles

belonging to Owners or tenants occupying any single-family dwelling, building site or Lot in the subdivision must be operable and not in storage and/or being repaired. No trailer/tractor, bus, or other commercial vehicle shall be parked on any Lot, building site, or adjoining street right-of-way overnight. No automobiles or other vehicles shall be parked on the street or rights-of-way overnight or parking in yards at any time.

Section 15. Maintenance of Vacant Lots or Building Sites. If construction of a single-family dwelling is not commenced within two (2) years after the purchase of a Lot, then the Owner shall remove all unsightly debris which is visible from the street. Clearing of the Lot shall not be required except that no underbrush or grass shall be allowed to cover the curbing or sidewalks, if installed. If construction of a single-family dwelling is not started within five (5) years after the purchase of a Lot, it shall be cleared of underbrush up to the building setback lines abutting streets and maintained on a monthly basis during the growing season.

Section 16. Antennas, Satellite Dishes, and Basketball Goals. No ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any Lot at any time. Any television satellite dishes erected and properly located on a Lot or building site in the subdivision shall be the RCA type and shall not exceed eighteen (18) inches in diameter. Basketball goals, posts or backboards shall not be erected on any street or right-of-way.

Section 17. Maintenance of Landscaping. Each Owner shall maintain the appearance of his or her Lot or building site in high quality condition and will provide and maintain landscaping on the Lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. No bamboo hedges shall be allowed within the required thirteen (13) feet or twenty-five (25) foot front setback area.

Section 18. Sewage and Drainage Control. No activities shall be permitted that discharge pollutants into the surface drainage system or sewage collection system.

Section 19. Adjoining Lots. If one or more Lots, or one Lot and all or a portion of an adjacent Lot, within the subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single-family residence. Should a property owner in an adjoining subdivision purchase a Lot abutting their existing residence, said Lot in BROOKESTONE SUBDIVISION shall be maintained as required in Section 13, Article I of these Covenants. No fences shall be erected within 50 feet of the front property line nor to a height greater than four feet in the front yard. No accessory structures will be allowed to be constructed which could appear to be servicing the adjacent residence. No automobiles, boats, motor homes, campers or other type vehicles may be stored on the Lots.

Section 20. Subdivision of Lots. No Lot over which these covenants govern may be subdivided so as to reduce the originally platted size or square footage unless the fractional portion of the Lot is added to an adjacent Lot within BROOKESTONE SUBDIVISION. The

remaining fractional portion of the affected Lot shall meet the minimum Lot size (dimensional and area) requirements, unless it is to be added to the adjoining Lot on the opposite side Lot line.

Section 21. Reservation of Easement. Easements are reserved over and across each Lot in the subdivision as shown on the recorded plat for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of utilities for the Lots or building sites in the subdivision, and said easements shown or reserved on the recorded plat of the subdivision, if any, are hereby adopted as part of these restrictions.

Section 22. Sidewalks. Sidewalks must be installed across every Lot prior to occupancy of any single-family dwelling. If construction of a single-family dwelling is not commenced within three (3) years after the purchase of a Lot, then the Owner shall cause to have installed a sidewalk across said Lot. In the event sidewalks are not installed as herein prescribed, the Homeowners Association shall be authorized to cause to have installed said sidewalks, the cost of which shall become a special assessment against the affected Lot. Location of sidewalks shall be consistent with existing sidewalks, if any, on the adjoining Lot. The location of said sidewalk shall be approved by the Architectural Control Committee

Section 23. Storage or Outbuildings. Only one storage or outbuilding, shall be placed, permitted, or allowed on each Lot. The size and design of any such outbuilding must be approved in writing by the Architectural Control Committee and must conform to all set back requirements contained in Section 2 of Article I of these covenants and those set back requirements of the City of Gulfport and any other applicable government entity.

Section 24. Regulations. Reasonable regulations concerning the use of a Lot may be made and amended from time to time by the Homeowner's Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Homeowner's Association to all Owners and residents of Lots upon request.

Section 25. Proviso. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of Sixty (60) Lots in BROOKESTONE SUBDIVISION, neither the Owners nor the Homeowner's Association nor the use of the Lots shall interfere with the completion of the contemplated improvements and the sale of Lots by Declarant. Declarant may make such use of the unsold Lots and common areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of Lots and the display of signs.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. Owners of single-family dwellings constructed in this subdivision shall be responsible for making needed repairs in a timely manner and maintaining the landscaping of each individual Lot at least to the standard initially established by the developer. The final building plans and specifications for the construction of any residence, garage, outbuilding, fence, wall and pool (or alteration or repainting of any such structure) shall be submitted for approval in writing by a three (3) member Architectural Control Committee. All plans for residences, garages, outbuildings, pools, and landscaping must be stamped and signed by the Architectural Committee before any construction shall begin. Anyone not abiding by this will subject themselves to penalties, fines, halting construction, and removing any construction that does not meet the Architectural Committee approval. Any owner who wishes to modify or change the color scheme of his home shall be required to submit the change to the Architectural Control Committee for approval. The Committee shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this paragraph to approve or disapprove such plans and specifications. If the committee shall fail to approve or disapprove such plans and specifications within twenty (20) days of receipt of written demand for the approval of such plans and specifications, the Committee shall be deemed to have approved such plans and specifications. The initial Architectural Control Committee shall consist of the Declarant and four (4) other persons appointed by the Declarant.

Section 2. Architectural Control Committee. Upon the death or resignation of a member or members of the committee, the remaining member or members shall have full authority to designate successor members. The Declarant shall have the authority to appoint committee members in addition to the four (4) original members. Neither the members of the committee nor its designated representatives shall be entitled to any type of compensation for services performed pursuant to this covenant. Upon the sale of Sixty (60) Lots in said subdivision, a four (4) member Architectural Control Committee shall be elected by the Homeowner's Association. The Architectural Control Committee shall establish its rules of procedure, including the method of filling vacancies.

Section 3. Granting of Variances. When a single family dwelling or other structure has been erected or its construction substantially advanced and the structure is located on any Lot in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat or if the Architectural Control Committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular Lot, the Architectural Control Committee may release the Lot, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines that are violated. The Architectural Control Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. Provided, however, that the Architectural Control Committee shall have no authority to grant a variance of the City of Gulfport Subdivision regulations, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. Neither the Board of Directors of the Homeowner's Association, nor the Architectural Control Committee, nor any of the respective members, shall in any way be liable or be held liable to any Owner, the Homeowner's Association, or any other person or entity resulting from its good faith exercise of the discretionary authority conferred by this Section.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Homeowner's Association, the Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowner's Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any Lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the Lot or Lots causing the violation upon which the violation occurs shall pay all attorney's fees, court costs, and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorney's fees, court costs and other expenses allowed and assigned by the Court shall become a lien upon the lot and improvements.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(a) The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

(b) This Declaration may be amended anytime during the initial 25-year period or any extensions thereof by Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in the subdivision. Beginning five (5) years from the date of recordation of the Declaration and for the remainder of the initial 25-year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners, exclusive of their mortgagees. Any amendment must be recorded.

(c) Notwithstanding anything herein contained to the contrary, the developer reserves and shall have the right for a period of three (3) years from the date of the recording of these Covenants,

Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property. The developer shall retain total control of the property, the development thereof, and the improvements thereon including, without limitation, plan approval, until the development is complete and sixteen (16) of the lots have been sold.

WITNESS ITS SIGNATURE on this the ____ day of _____, 2021.

BROOKESTONE GULF COAST, LLC, Owner

BY: _____
Barbara C. Allen, Co-Managing Member

Declarants Address and Phone Number

Barbara C. Allen
767 Destiny Plantation Blvd
Biloxi, MS 39532

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Barbara C. Allen, who acknowledged to and before me that she is a Managing Member of Brookestone Gulf Coast, LLC a Mississippi limited liability company, and for and on behalf of said company, and as its act and deed he signed, executed and delivered the above and foregoing instrument of writing on the date first above written, she having been first duly authorized so to do.

GIVEN under my hand and official seal, this the ____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____

PREPARED BY AND RETURN TO:

Robert J. Knesal
111 Lundgren Lane
Gulfport, MS 39507
228-860-5318

Brookestone Subdivision

Architectural Review Guidelines

I. Preface

Brookestone's Architectural Guidelines have been established to provide property owners, architects, and contractors with a set of parameters for the preparation of their drawings and specifications. Also for the property owner and the home owner, the Architectural Guidelines provide a definitive set of rules governing the short- and long-term development and maintenance of their property and other properties in the subdivision. The Guidelines will help assure architectural compatibility and continuity while allowing for personal diversity within the framework of the guidelines.

To insure aesthetic harmony within Brookestone, great care has been taken in the planning, design, and construction of Brookestone. To this end it is of the utmost importance that this special character not be compromised by housing designs which are improperly conceived, unresolved, or poorly executed. By encouraging quality and attention to detail for the appropriate style, the aesthetic harmony and overall property values at Brookestone will be enhanced and preserved through these design guidelines.

This document is primarily a reference tool and decision-making guide for the Architectural Review committee. It is the resource by which decisions will be made regarding residential design in general.

A. The Plan Review Process

Prior to the commencement of any construction activity of any type on any residential lot, an application for approval of such work must be submitted by the property owner or their respective agent to the Architectural Review Committee. Plan approval by the committee must be received prior to the start of grading or construction.

The plan review process for Brookestone requires that plans be submitted for review by the Committee, whose guidelines are covered in the following pages. It is the property owner's responsibility to submit required plans in a timely fashion and to indicate conformity to the guidelines.

Architectural Review Committee

The Architectural Review Committee is established in accordance with the Declaration of Covenants, Conditions, and Restrictions for Brookestone, and is made up of a minimum of three people, to be appointed by the developer. This committee is charged with the regulation and ultimate approval of all external damage decisions and considerations for all properties.

As such, the Architectural Review Committee will interpret and enforce the Design Guidelines and Resolutions. Additionally, the Architectural Review Committee will make value judgements and recommendations regarding both the specifics and the intent of the Guidelines.

The Architectural Review Committee meets on an as needed basis within two (2) weeks after design submittals are made, acting on the concurrence of two (2) of the three (3) members.

All members of the Architectural Review Committee shall be appointed by the Declarant until 12/31/2025.

While the Architectural Review Committee may draw information and input from various sources all decisions of the Architectural Review Committee are final and not subject to review.

B. Procedure

Prior to the complete design of improvements requiring approval of the committee, a preliminary review of the owner's plan will be conducted to provide further design guidelines and indication of the designer's conformance with specific requirements of the Committee. **At the time of submittal, a \$300.00 fee will be included to cover cost of professional services relating to the review process. If the cost of review is less than the \$300.00 fee, then any balance will be reimbursed.**

This first submittal is the Preliminary submittal and will consist of two sets of plans, which (at a minimum) will include the following:

1. Preliminary Plot Plan drawn to scale. The plot plan will indicate grading intentions (water flow) with spot elevations at streets and property corners, and finish floors elevations.
2. Preliminary Floor Plans and Elevations at 1/4" scale showing overall dimensions, area of structure, and overall height dimensions. Also, include descriptions and samples of all exterior materials, roof materials, and colors.
3. A statement of definition as to the style of architecture the owner or builder wishes to achieve.

The second submittal is the Final Design Submittal and will consist of two sets of plans, which (at a minimum) will include the following:

1. Final Plot Plan with all proposed structures indicated, and including all information described above for the Preliminary Plot Plan. This final plan must include all horizontal layout information as well as critical dimensions and materials with finishes of all landscape elements so that the builder will be able to implement the designer's intent. Dimensions needed to site the house on the lot should be illustrated on the plan. The plot plan, the grading plan, and the planting plan must all reflect the same layout of the site improvements.
2. Final Floor Plans and Elevations including all ancillary structures and information described above in item two.
3. Final construction Specifications to include external material color, and paint or stain color, as listed by manufacturer's number for all exterior finishes including roofing.
4. Tree Survey showing all Hardwood trees six (6") inches in diameter, trees within 25 feet of any construction activity and any tree that is to be removed.
5. Final Landscape Plan at same scale as the Plot Plan described above (of larger) and indication of plant quantities, sizes, spacing, with both common and botanical names.
6. Grading Plan on one (1) foot contours, finish floor elevation, existing and proposed subsurface drainage, and trees to be removed and trees to remain. Spot elevations at the corners of the house should be shown to reflect the amount of drop brick ledge.

7. Any steps shown should accurately depict the changes in grades and the needed number of treads and risers.

Approved plans will be so noted on the front sheet of each face. Approval by the Architectural Review Committee is contingent upon approval of appropriate governing agencies. No changes shall be made to the plans without the express written consent of the Architectural Review Committee. All decisions of the Architectural Review Committee are final.

II. Site Development Guidelines

The Site Development Guidelines Provide site planning suggestions and community element guidelines to set common standards for the development of exterior spaces throughout Brookestone.

A. Site Planning

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs but should also be sensitive to the site's unique characteristics and inherent design opportunities.

1. Siting

The Architectural Review Committee will consider each site independently but will give extensive consideration to each individual's plan's impact upon adjacent home sites and view corridors. Care must be taken to locate each structure, whenever possible, so as not to infringe upon view corridors, adjacent structures and home sites, and natural amenities of the area. Considerations in this regard include:

- a. Physical terrain of the site
- b. Views from project site and street
- c. Natural amenities: trees, landscaping, existing bayou and inlets, water and drainage channels/swales
- d. Driveway access
- e. Height of Structures
- f. Fences and opening devices
- g. Service areas and screening methods for garbage cans, utilities and/or outside storage.

2. Drainage

Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water run off for each individual building site must be handled by adequately sloping all areas so the run-off can be directed to the natural drainage areas or to storm drainage facilities. Silt fences and other appropriate erosion control measure are required during construction. All erosion control devices are to be installed as per Mississippi Department of Environmental Quality's Storm Water Prevention Plan (SWPP). Silt fences and other control

devices will be maintained until all landscaping is in place and the land is stable with natural vegetation.

3. Grading and Landscape

The design and development concepts of the community call for the maintenance of the environment in as much of the original conditions as possible.

The Committee is particularly conscious of site utilization and potential, and desires not to disrupt the existing trees and natural terrain whenever possible. The Architectural Review Committee is keenly aware that whenever possible structures should be designed to the specific lot. It is important to remember that the beauty of our development is the land in its natural features, and the architecture should complement and enhance rather than compete with or destroy this beauty.

All grading reviews will be subject to the jurisdiction of the Committee and will be considered individually for each lot. Recommendations or demands will be based upon individual lot location, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the Committee feels impacts upon the site and community grading design.

1. Planting plants should also be submitted along with construction documents. All plans should show plant material and bed design as well as type of sod to be used. Sod will be used in all yard areas and for shoreline stabilization on all waterfront lots. The majority of the front yard should be salted or landscaped. A good guideline would be to sod in area the width of the house from the front planting beds to the street. Sodding is required on both sides of the driveway.
2. The Landscape plan shall include the installation of at least one (1) Live Oak tree in the front yard with a minimum caliper of four inch (4").
3. The installation of any monuments and decorative yard items must be shown on the Landscape Plan.

1. Building Setbacks

These setbacks are for general guidance. All home sites will be subject to the Architectural Review Committee with views and streetscapes being of utmost importance.

Side: See Covenants

Front: See Covenants

Rear: 8'

Side yard abutting an adjoining street: See Covenants

The front setback will be reviewed on a lot by lot basis. If this dimension needs to be modified for whatever reason to better achieve the desired layout, present this request to the Architectural Review Committee for approval. Placement of houses on adjacent lots and natural building sites on vacant lots will be a strong factor in determining the position of the house. If there is any question as to the appropriate siting of the house, please consult with the Architectural Review Committee prior to the development of any plans.

2. Accessory Systems

Accessory buildings are specifically prohibited from any residential lot within the subdivision. Portable buildings or similar structures are permitted only during construction. Gazebos, pool houses, guesthouses, or similar structures may be constructed pending approval from the Architectural Review Committee and approval from the City of Gulfport.

3. Secondary Structures

Garden structures, gazebos, pool houses, guesthouses and similar structures require setbacks from the property lines as that of the residence. The setback can be reduced. The Architectural Review Committee, City of Gulfport, or any other governing agency with jurisdiction over said property must approve any reduced setback.

4. Temporary Structures

No structure of a temporary nature, tent, shack, mobile home, garage, motor home, or other outbuilding will be used on any Residential Lot or Common Parcel in Brookstone subdivision at any time as either a temporary or permanent residence. Trailers or temporary buildings used for construction activities or storage will be allowed during the construction of a residence.

5. Swimming Pools

Locate swimming pools, spas or hot tubs behind the front lines of the house. All setbacks are subject to approval by the Architectural Review Committee and the City of Gulfport.

6. Exterior Lighting

Exterior pool and landscape lighting must not infringe upon adjacent neighborhoods. All accent and security lighting should utilize sharp cutoff designs or low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior lighting must be approved by the Architectural Review Committee.

B. Community Element Guidelines

The intent of these standards is to insure a continuity of specific elements at the streetscape. This includes both public (developer) and private (property owner) constructed items. These items include:

1. Sidewalks
2. Mailboxes
3. Retaining Walls
4. Walls and Fences
5. Driveways and Motor Courts
6. Trash Containers
7. Landscaping

The individual property owner will be responsible for obtaining the necessary professional assistance to ensure the structural integrity of all exterior construction on their property.

Design criteria for each of the Community Elements follows:

1. Sidewalks. Public sidewalks, 4' in width, are required in Brookestone Subdivision. All sidewalks are subject to the Architectural Review Committee.
2. Mailboxes. Mailboxes to be located in the right-of-way will be purchased and installed by the Owner of each lot upon receiving written approval of final plans and specifications for construction of each residence. The mailbox, as illustrated in the attached Exhibit A and identified as Georgetown Mailbox System as marketed by Addresses of Distinction, will be the standard throughout Brookstone Subdivision.
3. Retaining Walls. If a retaining wall is used, it must be faced with one of the following materials: stone, brick, stucco. Crossties will not be accepted; nor can a concrete block retaining wall be left exposed.
4. Walls and Fences. All walls or fences along rear and side property lines, EXCEPT for lot lines bordering the lake, will have a maximum height of 7' with the columns extending to 7'6". NO chain link fences of any kind are allowed in Brookstone Subdivision. All fences on any lakefront lots are required to be a combination of iron, wrought iron, brick, stone, stucco, or a design being previously approved by the Architectural Review Committee. Several other material options are recommended below:
 - a. stone
 - b. stone and wrought iron
 - c. wrought iron
 - d. brick
 - e. brick and wrought iron
 - f. High quality black anodized aluminum

Rear yard fences along the lake shall be consistent with adjoining lots and shall be constructed of high quality black anodized aluminum or other material approved by the Architectural Review Committee. All wood material should be left natural or coated with the semi-transparent stain. No fencing will be allowed within 15' of water's edge unless otherwise approved by the Architectural Review Committee. All perimeter fences are subject to the approval of the Architectural Review Committee.

5. Driveways and Motor Courts. Vehicular areas will be paved so as to provide dust-free, all weather surfaces. Several material options are recommended:
 1. brick
 2. interlocking pavers
 3. washed concrete
 4. broom-finished concrete
 5. stamped concrete

The design of the driveway should take into account the topography, existing trees and design of the house. Final approval of the design and materials is subject to the Architectural Review Committee. All parking areas will provide, in addition to parking spaces, adequate driveways in space for the movement of vehicles.

6. Trash containers. During the construction of any home in Brookstone, it is the responsibility of the lot owner to provide a trash container at all times.
7. Landscaping. Each house must be landscaped appropriately as determined by the overall budget for the house. The landscaping is often an afterthought or an area that requires severe cuts due to overspending on the house. Proper planning will avoid the circumstance at Brookstone. A foundation planting of a single row of shrubs or ground cover will not be acceptable. The planting across the front and back of the house should be extended into the yard by massing groups of like plants. Single hedge or row planting along the sides will be permitted as long as the front and rear are adequate.

III. Building Construction Guidelines

Construction Guidelines have been established to insure continuity within Brookstone Subdivision. It is not the intent of these criteria to limit flexibility; however, by defining a range of material, and unit choices for the individual dwelling units, a general framework will be established from which individual decisions may be made. The desired result is to encourage a community of individual outstanding architectural statements that when viewed together produce an outstanding community environment.

The following elements are to be encouraged: intelligent selection of details related to a well-designed floor plan; sensitive interpretations of styles within constraints of budget and site, consistency of site planning, landscaping and architecture, and logical use of materials.

A property owner will not substantially duplicate the exterior elevation, in design or architecture, of any dwelling existing in the subdivision. For the purpose of defining this paragraph, a dwelling will be considered in existence from the time it is submitted to the Architectural Review Committee for preliminary approval. The Architectural Review Committee may vary the intent of these regulations from time to time governing its activities not inconsistent herewith. In no instance is construction to commence without written approval of the Architectural Review Committee.

Any changes to an approved structure (complete or incomplete to include additions, alterations, etc.) must be approved in writing by the Architectural Review Committee prior to the commencement of construction.

A. Exterior Walls

No two homes in the subdivision shall have the same exterior or interior plans.

Exterior walls surfaces may be one of the following materials:

1. Brick
2. Natural Stone
3. Authentic Stucco
4. Hardi Plank, Cypress or Cedar

No vinyl of any kind is permitted in Brookestone Subdivision.

B. Windows

All windows will be constructed of wood, vinyl, vinyl clad composite, metal clad, or alternate materials approved by the Architectural Review Committee. No metal windows allowed. All windows where applicable will be true divided light or simulated divided light. All window types (double-hung, casement or awning) may be incorporated into the design as long as the proportion of each individual window type is vertical. The intent of this requirement is to create a more traditional or classical design direction that fits the architectural style of the structure. All window types must be clearly shown on all submitted plans.

C. Chimneys

All Chimneys will be of masonry construction (brick and clay flue liner) or approved prefab units. The exterior portion of the stack may be treated in any of the following ways:

1. Natural brick
2. Authentic Stucco Clad
3. Stone Veneer

D. Shutters

If Shutters are used, the horizontal dimension will be exactly one-half (1/2) the window width. All shutters will be operable (hinged) wood or the following types:

1. Louvered (fixed or operable blades)
2. Paneled (raised or flat recessed)
3. V-grove or beaded boards (tongue and groove construction)

E. Roof Shingles

Roof Shingles will be at least an "Architect's Series" fiberglass within a minimum 25-year warranty. Metal roofs will be considered on a case by case basis.

F. Garages and Carports

Each single-family dwelling will have an attached garage accommodating not less than two automobiles. Garages for motor homes and boats are not allowed unless otherwise approved by the Architectural Review Committee. All garages will be finished inside and will be equipped with automatic overhead doors.

Carports will be allowed if they are constructed behind the home and not exposed to any street.

G. Gutters and Flashing

All flashing (valleys, drips, etc.) visible from the street will be copper or baked enamel pre-painted to match the home's exterior trim. Gutters are not required but if installed must be approved by the Architectural Review Committee.

H. Changes and Amendments

These rules and regulations may be changed or amended without notice as deemed by the Brookestone Architectural Review Committee.

BROOKESTONE ARCHITECTURAL REVIEW COMMITTEE

Name: _____

Address: _____ City, State, Zip: _____

Lot #: _____ Spec: _____ Custom: _____

Living Area Square Footage: _____ Total Square Footage Under Beam: _____

The following must accompany this signed form at the time of submission to the Architectural Review Committee.

- Plot Plan / Site Plan showing all setbacks.
- Floor Plan and Elevations on all four (4) sides at 1/4" scale.
- Two (2) Full sets of plans showing foundation, roof lines, electrical, plumbing, etc. (1 set returned within 10 days)
- Description of all materials to be utilized in construction, to include; roofing type, brick type, stucco color, exterior paint colors, any and all items to exist on exterior sheathing.
- Landscaping and Fencing plan
- Window and Door Schedule (type of windows and exterior doors)

Rear Set Back: _____

Side Set Back: _____

Front Set Back: _____

Side Set Back: _____

Width of Home: _____

Length: _____ Height: _____

Home Designed by: _____ Phone #: _____

If at anytime after these plans have been approved you elect to change the exterior colors or materials, you must submit the changes, in writing, to the Architectural Review Committee.

Changes approved: _____ Date: _____

I/We have reviewed and agree to comply with the Architectural Review Committee Guidelines and Rules.

PROPERTY OWNER'S SIGNATURE

Name: _____

Name: _____

Date: _____

Date: _____

Address: _____

Builder's Signature: _____ Date: _____

PLANS APPROVED BY Architectural Review Board

Member: _____

Member: _____

Member: _____

Member: _____

Member: _____

SC SWARTZ, ORGLER, JORDAN & WILLIAMS
Attorneys at Law PLLC
12206 Hwy 49, Gulfport, MS 39503
PO Box 2408, Gulfport, MS 39505

MARK C. ORGLER, ATTORNEY
DUSTIN N. WILLIAMS, ATTORNEY

September 25, 2020

Telephone: 228.832.8550
Fax: 228.832.8518

Brookstone Gulf Coast, LLC
111 Lundgren Lane
Gulfport, MS 39503

RE: Our File No. 162021A

Dear Sir / Madame:

Please find enclosed the following document with regards to the above referenced:

(1) Recorded Warranty Deed

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely,

Schwartz, Orgler, Jordan & Williams, PLLC

By: _____
Mark C. Orgler, Esq.

:ab

Enclosure

NOTICE TO PURCHASERS

CONGRATULATIONS!!! YOUR DEED HAS BEEN REGISTERED IN HARRISON COUNTY, MISSISSIPPI.

You should do the following things immediately to protect your property:

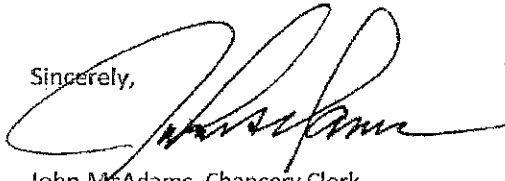
1. Be sure to pay your taxes each year, even if it is assessed in another name. The first year after acquiring your property, it may still be assessed in someone else's name. **Property taxes are due every January.** Remember, the first year you own your property, the tax bill will still be in the name of the former owner, as of January 1 of the previous year. If your mortgage is not paying your taxes through an escrow account and you do not get a tax bill, contact the **Harrison County Tax Collector's office** about possible taxes owed.
2. You may qualify for Homestead Exemption if you are living on the property. This would give you a substantial reduction on your taxes. You must apply for this between January 1 and April 1 of the upcoming year in the **Harrison County Tax Assessor's office**. Contact the Harrison County Tax Assessor's office to obtain information on what is required for applying for Homestead Exemption.

The following offices will be happy to assist you with questions that you may have concerning your property.

<u>COUNTY OFFICES</u>	<u>GULFPORT OFFICE</u>	<u>BILOXI OFFICE</u>
Harrison County Tax Collector	(228) 865-4039	(228) 435-8241
Harrison County Tax Assessor	(228) 865-4043	(228) 435-8264
Harrison County Chancery Clerk	(228) 865-4032	(228) 435-8220

Thank you for doing business with Harrison County, Mississippi, it is always a pleasure to serve the citizens of the Mississippi Gulf Coast.

Sincerely,



John McAdams, Chancery Clerk

Harrison County, Mississippi



J. Allen 1st Judicial District
Instrument 2020 3312 D --J1
Filed/Recorded 3/26/2020 03:06 P
Total Fees \$ 26.00
3 Pages Recorded

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

File# 162021A

Indexing Instructions:
Pt E ½ of SE 1/4 of Section 19-7-10
Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON



WARRANTY DEED

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

BARBARA C. ALLEN
767 DESTINY PLANTATION
BILOXI, MS 39532
228-669-9102

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

BROOKSTONE GULF COAST, LLC,
a Mississippi limited liability company
111 LUNDGREN LANE
GULFPORT, MS 39503
228-669-9102

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

Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet;

Our File Number 162021A,

2

thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: COMMENCING at the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

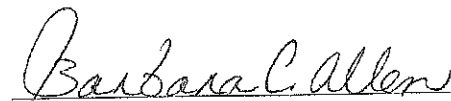
The above described property is not a part of the Homestead of the Grantor herein.

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

Taxes for the current year are hereby assumed by the Grantee

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

WITNESS THE SIGNATURE of the Grantor on this the 26th day of March, 2020.


BARBARA C. ALLEN

STATE OF MISSISSIPPI

COUNTY OF HARRISON

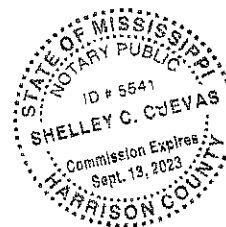
THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BARBARA C. ALLEN, who acknowledged that she signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 26th day of March, 2020

NOTARY PUBLIC

(SEAL)

My Commission Expires:



SC Schwartz, Orgler, Jordan & Williams AMS
Attorneys at Law PLLC
12206 Hwy 49, Gulfport, MS 39503
PO Box 2408, Gulfport, MS 39505

MARK C. ORGLER, ATTORNEY
DUSTIN N. WILLIAMS, ATTORNEY

September 25, 2020

Telephone: 228.832.8550
Fax: 228.832.8518

Barbara C. Allen
767 Destiny Plantation
Biloxi, MS 39532

RE: Our File No. 162021A

Dear Sir / Madame:

In connection with the above referenced transaction, we are enclosing herewith:

- (1) Recorded Land Deed of Trust

Thank you for your attention to this matter. If you should have any questions, please advise.

Sincerely,

Schwartz, Orgler, Jordan & Williams, PLLC

By: _____
Mark C. Orgler, Esq.

:ab

Enclosure



1st Judicial District
Instrument 2020 2795 T -J1
Filed/Recorded 3/26/2020 03:07 P
Total Fees \$ 27.00
6 Pages Recorded

1

Prepared by & Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS 39503
228-832-8550
File #162021A

Indexing: pt E 1/4 of SE 1/4 of Section 19-7-10
Harrison County, MS

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between **BROOKSTONE GULF COAST, LLC**, a Mississippi limited liability company whose address is **111 LUNDGREN LANE , GULFPORT, MS 39503, 228-669-9102**, as Grantor (herein designated as "Debtor"), and as Mark C. Orgler, 12206 Highway 49, Gulfport, Ms., 39503, 228-832-8550, Trustee, and **BARBARA C. ALLEN** of **767 DESTINY PLANTATION, BILOXI, MS 39532, 228-669-9102**, as Beneficiary (herein designated as "Secured Party"), WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of **Four Million One Hundred Seven Thousand Two Hundred Twenty-One and 00/100 Dollars (\$4,107,221.00)**, evidenced by a promissory note of even date herewith in favor of Secured Party, bearing interest from **March 26, 2020** at the rate specified in the note **5%**, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

I will pay the entire net amount of all proceeds of all sales in "Brookstone Subdivision" until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each payment will be applied to interest before Principal. If, on **March 26th, 2023**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof, (b) any additional and future advances with interest thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebtedness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "Indebtedness").

NOW THEREFORE, In consideration of the existing and future Indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the land described below situated in the

City of **GULFPORT,**

County of **Harrison**

State of Mississippi:

Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: COMMENCING at the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future Indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness

at public outcry to the highest bidder for cash. Sale of the Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustees selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other Indebtedness of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured

Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing

by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any Installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the **26th** day of **March, 2020**.

CORPORATE, PARTNERSHIP OR
ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

BROOKSTONE GULF COAST, LLC

Name of Debtor

By: Barbara C. Allen
BARBARA C. ALLEN, MEMBER

By: Robert J. Knesal
ROBERT J. KNESAL, MEMBER

CORPORATE, PARTNERSHIP OR ASSOCIATION ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF **HARRISON**

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, **BARBARA C. ALLEN, MEMBER**, and **ROBERT J. KNESAL, MEMBER**, respectively of Debtor, the above named **BROOKSTONE GULF COAST, LLC**, a Mississippi limited liability company, who acknowledged that for and on its behalf, they signed, sealed and delivered the foregoing Deed of Trust on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 26th day of March, 2020.

My Commission Expires:

Notary Public



SCHWARTZ, ORGLER & JORDAN, PLLC
ATTORNEYS AT LAW
12206 HWY 49
GULFPORT, MS 39503

phone: (228)832-8550
facsimile: (228)832-8518

December 17, 2016

Ms. Barbara C. Allen
10740 Plantation Lane
Gulfport, MS 39503

Re: Warranty Deed
Our File #162021

Dear Sir or Madame:

Please find enclosed the original Warranty Deed which was filed in the local clerk's office as Instrument Number 2016-8564D-J1, on the above referenced closing. Also, please find enclosed the Chicago Title Insurance Policy #72306-97166664.

If you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely yours,

MARK C. ORGLER

MCO/feb
Enclosures



Chicago Title Insurance Company

POLICY NO.: 6478-1-162021-2016.72306-97166664

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

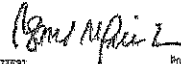
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered R's 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY



By:  President
ATTEST  Secretary

Countersigned: _____
Authorized Signatory

6478MS 162021
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS 39503-2784
Tel: 228-832-8550
Fax: 228-832-8518

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and

72306 (6/05)

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any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were

ALTA Owner's Policy (6/17/05)



enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

Chicago Title Insurance Company – Owners Policy
File Number: 162021 **Policy No.: 72306-97166664**

Schedule A

Name and Address of Title Insurance Company: Chicago Title Insurance Company, 601 Riverside Ave., Building 5, 4th Floor, Jacksonville, FL 32204

Address Reference: **VACENT LOT, GULFPORT, MS** County and State: **Harrison, MS**

Amount of Insurance: **\$695,000.00**

Premium: **\$2780.00**

Date of Policy: **November 14, 2016 @ 1:48PM**

1. Name of Insured: **BARBARA C. ALLEN**
2. The estate or interest in the land that is insured by this policy is:

FEE SIMPLE
3. Title is vested in:

BARBARA C. ALLEN
by virtue of a Warranty Deed from RWB, SR. LLC dated November 10, 2016, which was filed on November 14, 2016 at 1:48 PM, and recorded in the office of the Chancery Clerk of the First Judicial District Harrison County, Mississippi, as Instrument No.: 2016 8564D-J1, thereof
4. The Land referred to in this policy is described as follows:

Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: COMMENCING at the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF

BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

SCHEDULE B -- EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by and accurate and complete survey of the land.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. All taxes for the year 2016 and subsequent years which are not yet due and payable.
7. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on and under subject property.
8. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
NONE.
9. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through efforts of man
10. Taxes and special assessments not shown as liens by the public records.
11. Any lease, grant, exception or reservation of minerals or mineral rights on, and under subject land.
12. Easement recorded as Instrument Number 2005-13887DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
13. Easement recorded as Instrument Number 2005-16415DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
14. All applicable city and county zoning, use and occupancy ordinances, regulations and all applicable building code requirements and the obtaining of any and all permits that may be required from the DEQ from remodeling and/or demolition of the improvements located on subject property.
15. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

Countersigned
Schwartz, Orgler & Jordan, PLLC

Authorized Signatory

SCANNED



1st Judicial District
Instrument 2016 8564 B -J1
Filed/Recorded 11/14/2016 01:48 P
Total Fees \$ 12.00
3 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 162021

Index As: Pcl E 1/2 of SE 1/4 of Sec. 19-7-10
Harrison County, MS.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

REVIEWED

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,

RWB, SR. LLC,
a Mississippi limited liability company
12251 BERNARD PKWY STE 200
GULFPORT, MS 39503
228-806-4830

does hereby sell, convey and warrant unto

BARBARA C. ALLEN
10740 Plantation Lane
Gulfport, MS 39503
228-669-9102

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

Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance

2

of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: COMMENCING at the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 1,116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.

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 Grantee herein.

IN WITNESS WHEREOF, RWB, SR. LLC has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 10th day of November, 2016.

RWB, SR. LLC


By: ROY B. BLACKLIDGE,
AUTHORIZED SIGNATORY

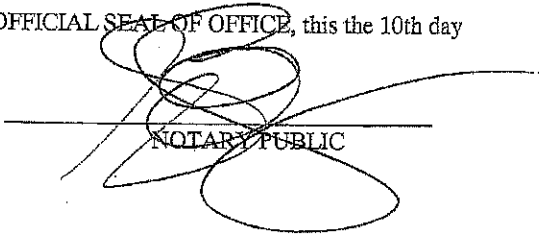
3

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ROY B. BLACKLIDGE, who acknowledge that he is an AUTHORIZED SIGNATORY of RWB, SR. LLC, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, 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 10th day of November, 2016.



NOTARY PUBLIC

My Commission Expires:





COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Missouri corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Dated: November 8, 2016

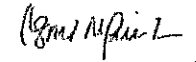
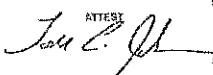
Countersigned:

Authorized Signatory

72C101 (6/06)
162021 Commitment

CHICAGO TITLE INSURANCE COMPANY



By: 
President
ATTEST: 
Secretary

ALTA Commitment Form (6/17/06)
Mississippi 06/2007



CHICAGO TITLE INSURANCE COMPANY
601 Riverside Avenue
Building 5, 4th Floor
Jacksonville, FL 32204

SCHEDULE A

Title Officer: Mark C. Orgler
Escrow Officer: Mark C. Orgler
Escrow No.: 162021
Loan No.: N/A

Title No.: 162021
Locate No.:

1. Effective Date: November 8, 2016, at 7:30 a.m.

2. Policy or Policies to be Issued:

(a) ALTA Owner's Policy - (6-17-06)
Policy Amount: \$695,000.00
Proposed Insured: BARBARA C. ALLEN

(b) ALTA Loan Policy - (6-17-06)
Policy Amount:
Proposed Insured:

© Policy -
Policy Amount:
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is **FEE SIMPLE**

4. Title to the **FEE SIMPLE** estate or interest in the land is at the Effective Date vested in **RWB, SR, LLC**

5. The land referred to in this Commitment is located in the of County of **Harrison, MS** and is described as follows:
Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

Parcel II: A parcel of land situated and being located in Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:



CHICAGO TITLE INSURANCE COMPANY

601 Riverside Avenue

Building 5, 4th Floor

Jacksonville, FL 32204

COMMENCING at the corner common to Sections 19, 20, 29, and 30, Township 7 South, Range 10 West; thence run North 00 degrees 51 minutes 26 seconds West along the line between Sections 19 and 20, a distance of 176.7 feet, more or less, to a point on the North margin of Taylor Road; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,117.21 feet along the line common to Section 19 and 20, to the POINT OF BEGINNING; from said Point of Beginning, thence run North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right of Way of the property now or formerly of the Harrison County Development Commission; thence run South 72 degrees 57 minutes 06 seconds East along the South Right of Way of said Harrison County Development Commission property a distance of 116.42 feet, more or less, to the common line between Sections 19 and 20; thence run South 00 degrees 31 minutes 26 seconds East, along the line between Section 19 and 20, a distance of 1,032.49 feet, more or less, back to the Point of Beginning.



CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION
EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HARRISON, STATE OF MS AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

That certain parcel of land located North of East Taylor Road and being located in and a part of Section 19 and 20, Township 7 South, Range 10 West, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit: Commencing at the corner common of Section 19, 20, 29 and 30, Township 7 South, Range 10 West; thence run North 00 degrees 31 minute 26 seconds West a distance of 176.7 feet, more or less, along the Section line common to Sections 19 and 20 to a point on the North margin of Taylor Road for the POINT OF BEGINNING of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 31 minutes 26 seconds West along the Section line common to Sections 19 and 20 a distance of 1,117.21 feet; thence North 89 degrees 28 minutes 33 seconds West a distance of 105.72 feet; thence run North 00 degrees 31 minutes 26 seconds West a distance of 1,065.31 feet, more or less, to the South Right-of-way of the property now or formerly of Harrison County Development Commission; thence run North 72 degrees 57 minutes 06 seconds West along the said South Right-of-way of the Harrison County Development Commission property a distance of 933.65 feet; Thence run South 89 degrees 47 minutes 50 seconds West a distance of 355.56 feet to the East line of property now or formerly of Dr. J. T. Taylor; thence run South 00 degrees 21 minutes 44 seconds East along the East line of the Taylor property a distance of 2,481.50 feet, more or less, to the North margin of Taylor Road; thence run North 88 degrees 55 minutes 15 seconds East along the North margin of Taylor Road a distance of 1,358.41 feet, more or less to the Point of Beginning. Said parcel containing 70.77 acres, more or less.

And also:

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CHICAGO TITLE INSURANCE COMPANY

**SCHEDULE B – SECTION I
REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

Execution and recordation without intervening rights of a Warranty Deed by **RWB, SR. LLC** to **BARBARA C. ALLEN** conveying the property described in Schedule "A" hereof.
4. **Payment and satisfaction of that Deed of Trust executed by RWB SR, LLC, in favor of Hancock Bank, dated 7/26/13, and filed for record in the office of the Chancery Clerk of Harrison County, Mississippi on 08/01/13, as Instrument Number 2013-8285TJ1, securing an indebtedness in the amount of \$2,184,820.01.**
5. **Payment and satisfaction of that Deed of Trust executed by RWB, Sr., LLC, in favor of Hancock Bank, dated December 21, 2011, and filed for record in the office of the Chancery Clerk of Harrison County, Mississippi on December 27, 2011 at 8:22 AM, as Instrument Number 2011-11290T-J1**
6. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
7. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid.
9. Satisfactory evidence must be furnished as to the proper formation of RWB, SR. LLC, a Mississippi limited liability company, prior to closing this transaction together with proof as to the current good standing of said company. In addition, the operating agreement of the company, and any amendments thereto, by-laws and certified copies of the resolutions of the governing body of said limited liability company authorizing the transaction and designating the members who will execute the instruments, must be furnished. The resolution must include the considerations and the terms of the transaction. The company reserves the right to make such additional requirements as it may deem necessary.

END OF SCHEDULE B – SECTION I



CHICAGO TITLE INSURANCE COMPANY

Title No.: 162021
Locate No.:

SCHEDULE B – SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes for the year 2016 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any facts about the land which a correct survey would disclose and which are not shown by the public records.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished not shown by the public records.
8. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.
9. Taxes and special assessments not shown as liens by the public records.
10. Any lease, grant, exception or reservation of minerals or mineral rights on, and under subject land.
11. Easement recorded as Instrument Number 2005-13887DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
12. Easement recorded as Instrument Number 2005-16415DJ1 in the records of the Chancery Clerk of Harrison County, Mississippi.
13. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
14. All applicable city and county zoning, use and occupancy ordinances, regulations and all applicable building code requirements and the obtaining of any and all permits that may be required from the DEQ from remodeling and/or demolition of the improvements located on subject property.
15. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.

END OF SCHEDULE B – SECTION II

PERMITS/INSP PAYMENT RECPT#: 10658893
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/04/21 TIME: 11:26
CLERK: Sgill DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
3400

REFERENCE:

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

PLAT OF BROOKESTONE

SITUATED IN A PART OF SECTIONS 19 AND 20, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

OWNER CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF LOTS 1-103, BROOKESTONE, AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2021.

BY _____
BARBARA C. ALLEN
MANAGING MEMBER
BROOKESTONE GULF COAST, LLC.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED THE AFORE NAMED BARBARA C. ALLEN, WHO ACKNOWLEDGED BEFORE ME THAT HE IS THE MANAGING MEMBER OF BROOKESTONE GULF COAST, LLC., AND THAT FOR AND ON BEHALF OF SAID COMPANY AND AS ITS ACT AND DEED, SHE SIGNED, SEALED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DATE AND YEAR THEREIN MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY TO DO SO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, PAUL A. LILES, A REGISTERED 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 THIS THE _____ DAY OF _____, 2021.

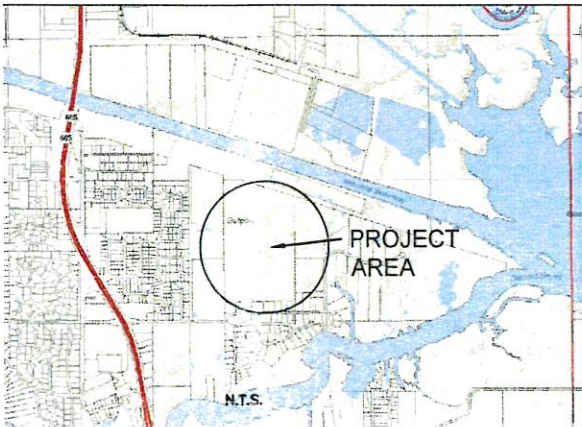
PAUL A. LILES, PLS
P.L.S. NO. 3174

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT WITH THE ORIGINAL PLAT OF LOTS 1-103, BROOKESTONE, AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.

WITNESS OUR SIGNATURE THIS _____ DAY OF _____, 2021.
BY:

DEPUTY CLERK _____ PAUL A. LILES, PLS
P.L.S. NO. 3174



CITY ENGINEER'S CERTIFICATE OF APPROVAL

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2021.

CITY ENGINEER _____

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE

_____ DAY OF _____, 2021.

KEITH WILLIAMS
PLANNING COMMISSION CHAIRMAN

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2021, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO. _____, PAGES _____

CITY OF GULFPORT

BY: _____
BILLY HEWES, MAYOR

DATE OF EXECUTION _____

BY: _____
MUNICIPAL CLERK

DATE OF EXECUTION _____

RECORDING CERTIFICATE

FILE AND RECORDED IN DUPLICATE IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK ON PAGE _____ ON THE _____ DAY OF _____, 2021.

JOHN McADAMS, CHANCERY CLERK

BY: _____ D.C.

BASIS OF BEARINGS:

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

ZONING INFORMATION:

SUBJECT PROPERTY IS ZONED AS FOLLOWS:

R-2 (SINGLE FAMILY RESIDENCE DISTRICTS - MEDIUM DENSITY)

MINIMUM YARD REQUIREMENTS FROM PROPERTY LINES:

FRONT YARD = 25 FEET
REAR YARD = 8 FEET
SIDE YARD = 8 FEET

FOR MORE INFORMATION, CONTACT THE CITY OF GULFPORT
PLANNING DEPARTMENT. PH: 228-868-5710

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONES "X" AND "AE" (BASE ELEV.15), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 28047C02670, DATED 06/16/2009.

SHEET 1 OF 6



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PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

SURVEY LEGEND

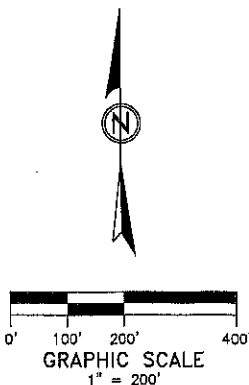
- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- CIRS DENOTES CAPPED 1/2" IRON ROD SET
- (MEAS) DENOTES MEASURED THIS SURVEY

REFERENCE MATERIAL

HARRISON COUNTY LAND TAX ROLLS
INSTRUMENT NUMBER 2020-3312-D-J1
INSTRUMENT NUMBER 2018-0005-D-J1
INSTRUMENT NUMBER 2011-2907-D-J1
INSTRUMENT NUMBER 2010-7845-D-J1
INSTRUMENT NUMBER 2010-8557-D-J1
INSTRUMENT NUMBER 2010-7809-D-J1
INSTRUMENT NUMBER 2010-1112-D-J1
DEED BOOK 479, PAGE 171

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.



OVERALL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN PART OF SECTIONS 19 AND 20, TOWNSHIP 7 SOUTH, RANGE 10 WEST, ST. STEPHENS MERIDIAN, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND DENOTING THE CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST; THENCE RUN NORTH 00 DEGREES 29 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 176.76 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF TAYLOR ROAD AND THE POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 28 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 344.93 FEET TO A FOUND DISC IN CONCRETE; THENCE RUN NORTH 00 DEGREES 12 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 1809.58 FEET TO A 1 INCH IRON PIPE FOUND; THENCE RUN NORTH 73 DEGREES 05 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 836.72 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 18 DEGREES 04 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 201.52 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33° 43' 40" AND A RADIUS OF 50.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 115.70 FEET TO A 1/2 INCH IRON ROD SET BEARING NORTH 88 DEGREES 48 MINUTES 03 SECONDS WEST A DISTANCE OF 81.86 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN NORTH 85 DEGREES 47 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 86.51 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90° 40' 50" AND A RADIUS OF 130.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 228.17 FEET TO A 1/2 INCH IRON ROD SET BEARING SOUTH 37 DEGREES 18 MINUTES 07 SECONDS EAST A DISTANCE OF 188.70 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN SOUTH 07 DEGREES 24 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 83.53 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 218.02 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 01 DEGREES 07 SECONDS EAST A DISTANCE OF 120.57 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 43 DEGREES 40 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 92.50 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 27 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 88.36 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 10 DEGREES 29 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 86.38 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 06 DEGREES 08 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 88.66 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 20 DEGREES 18 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 71.55 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 31 DEGREES 48 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 40.16 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 01 DEGREES 57 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 72.50 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 01 DEGREES 07 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 81.88 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 18 DEGREES 18 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 118.61 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 35 DEGREES 43 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 136.98 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 20 DEGREES 28 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 57.50 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 62.48 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 04 DEGREES 31 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 141.43 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN NORTH 85 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 180.00 FEET TO A 1/2 INCH IRON ROD SET AT THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35° 08' 23" AND A RADIUS OF 310.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 190.12 FEET TO A 1/2 INCH IRON ROD SET BEARING SOUTH 21 DEGREES 19 MINUTES 29 SECONDS EAST A DISTANCE OF 187.16 FEET FROM THE PREVIOUSLY DESCRIBED POINT AND TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51° 35' 21" AND A RADIUS OF 170.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 153.12 FEET TO A 1/2 INCH IRON ROD SET BEARING SOUTH 13 DEGREES 08 MINUTES 30 SECONDS EAST A DISTANCE OF 147.89 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN SOUTH 12 DEGREES 42 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 14.09 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 89 DEGREES 19 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 400.08 FEET TO A 1/2 INCH IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 318.15 FEET TO A 1/2 INCH IRON ROD FOUND; THENCE RUN NORTH 89 DEGREES 19 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 1359.41 FEET TO THE POINT OF BEGINNING, CONTAINING 2,285,684 SQUARE FEET OR 52.04 ACRES, MORE OR LESS.

FLOOD ZONE NOTE

BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONES:

ZONE "X" (SHADED) - 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 (NO BASE ELEVATION REQUIREMENT)

ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 285253 0267 G, REVISED 06/16/2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

SHEET 2 OF 6



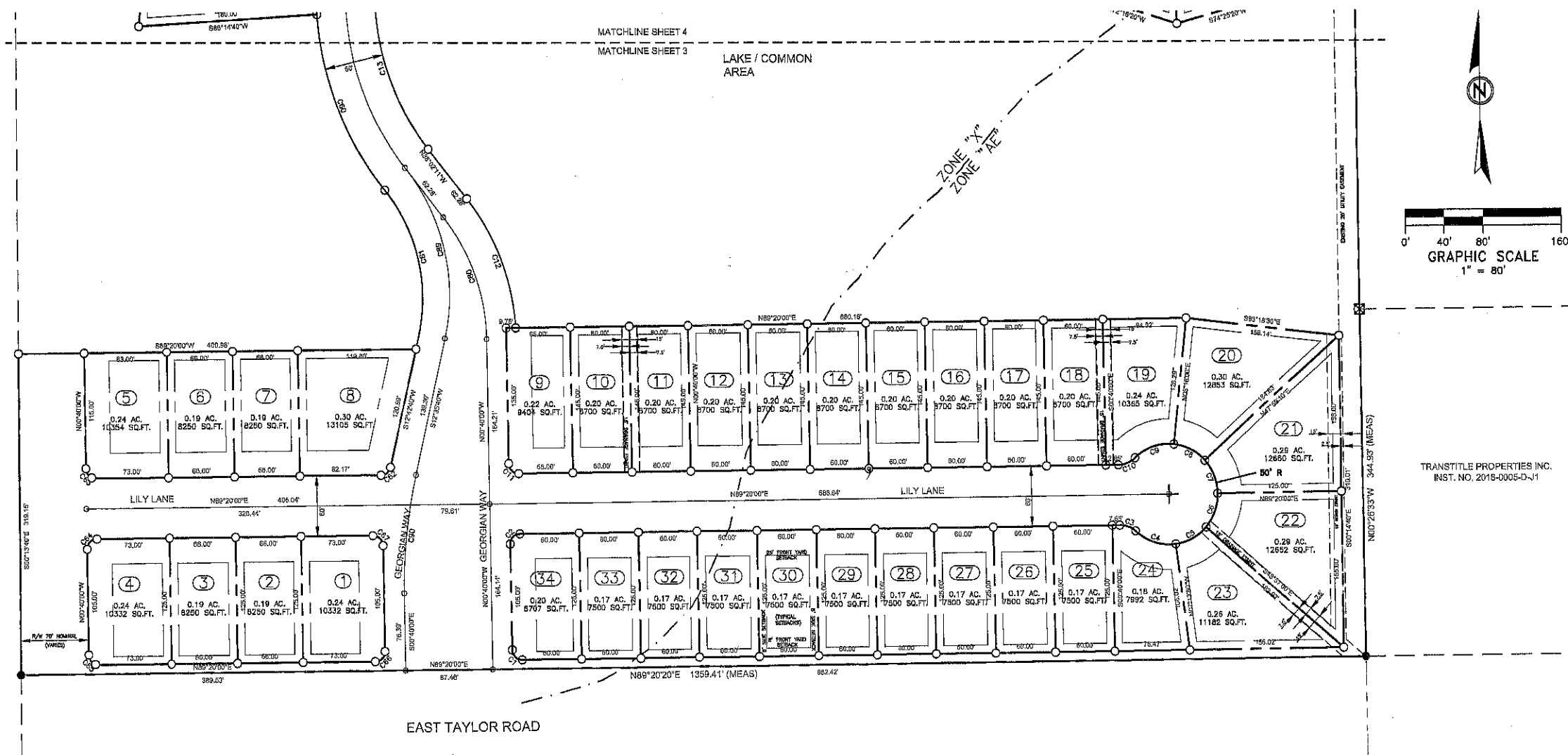
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PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI



FLOOD ZONE NOTE

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ZONE "X" (SHADED) - 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 (NO BASE ELEVATION REQUIREMENT)
ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

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SURVEY LEGEND

- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- CIRS DENOTES CAPPED 1/2" IRON ROD SET
- (MEAS) DENOTES MEASURED THIS SURVEY

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

SHEET 3 OF 6



MACHADO PATANO

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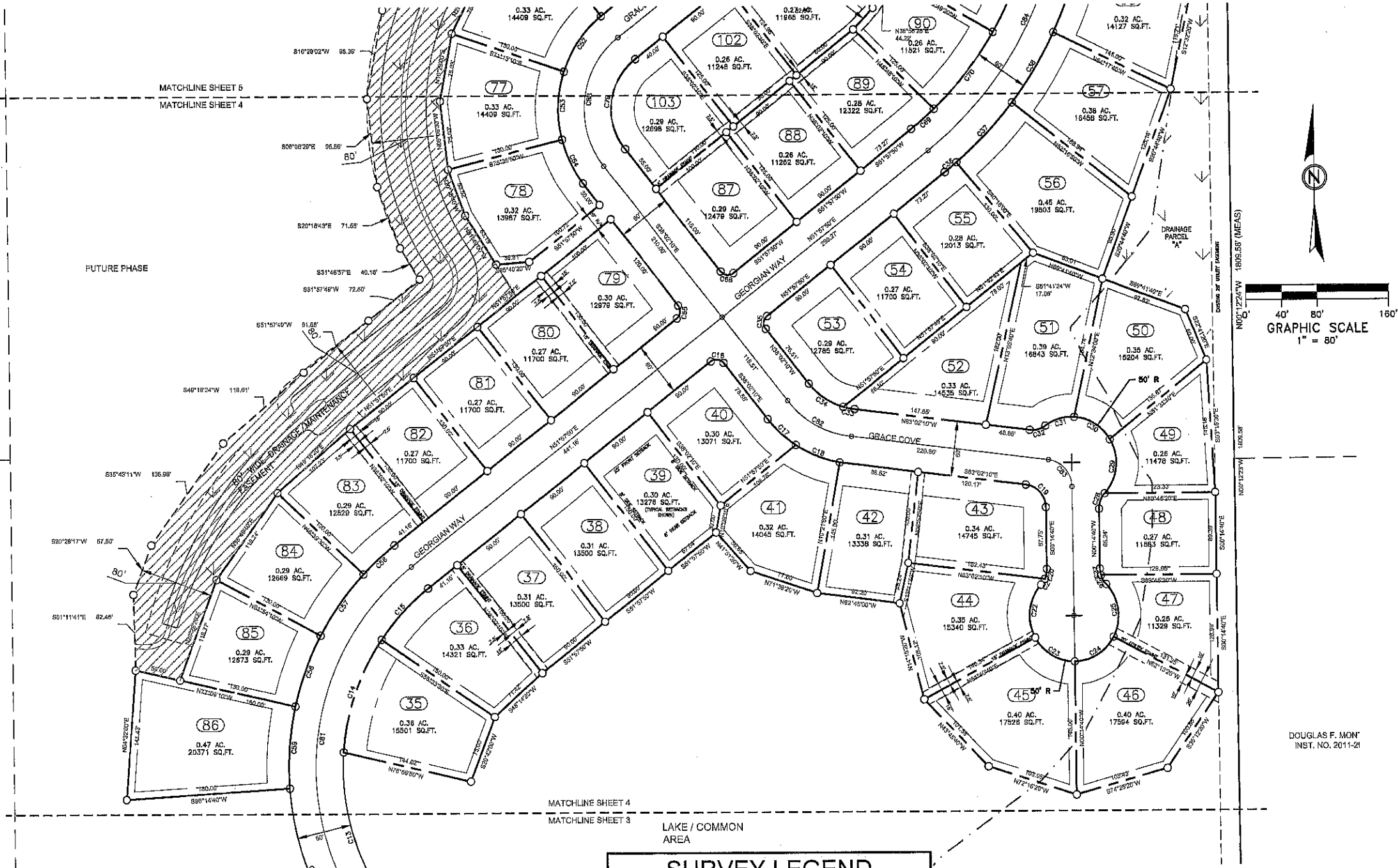
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Biloxi, Mississippi 39530

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PLAT OF BROOKESTONE SUBDIVISION

PHASE 1

SITUATED PARTIALLY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI



FLOOD ZONE NOTE

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ZONE "X*" (SHADED) - 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 (NO BASE ELEVATION REQUIREMENT)
ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 285253 0267 G, REVISED 06/16/2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

SURVEY LEGEND

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BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

SHEET 4 OF 6

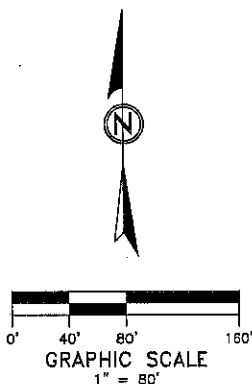
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PLAT OF BROOKESTONE

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FLOOD ZONE NOTE

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ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

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SURVEY LEGEND

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BEARING NOTE

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MP
MACHADO PATANO

CIVIL
ELECTRICAL
MECHANICAL
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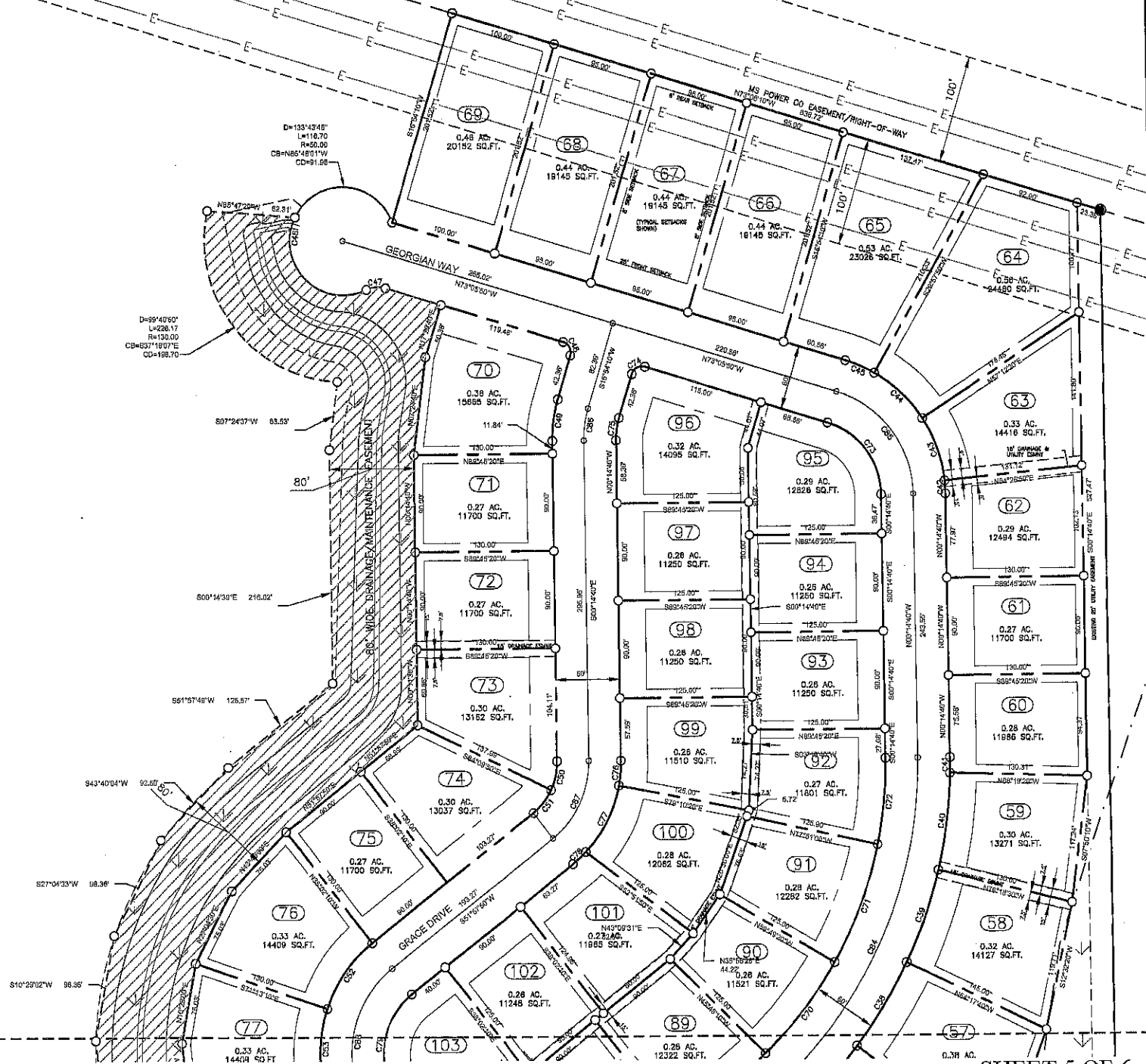
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SHEET 5 OF 6

FUTURE PHASE

MATCHLINE SHEET 5
MATCHLINE SHEET 4



PLAT OF BROOKESTONE

SITUATED PARTIALLY IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	10.00'	15.71'	N45°40'02"W	14.14'
C2	90°00'00"	10.00'	15.71'	N44°19'58"E	14.14'
C3	39°57'13"	25.00'	17.43'	S70°31'31"E	17.08'
C4	50°51'43"	50.00'	44.39'	S71°56'09"E	42.94'
C5	41°43'06"	50.00'	36.41'	N61°54'37"E	35.61'
C6	41°43'06"	50.00'	36.41'	N20°11'31"E	35.61'
C7	41°20'47"	50.00'	36.08'	N21°20'26"W	35.30'
C8	41°43'06"	50.00'	36.41'	N62°52'22"W	35.61'
C9	49°46'07"	50.00'	43.43'	S71°23'01"W	42.08'
C10	42°50'00"	25.00'	18.69'	S67°54'58"W	18.26'
C11	90°00'00"	10.00'	15.71'	N45°40'02"W	14.14'
C12	34°40'44"	230.00'	139.21'	N20°41'49"W	137.09'
C13	42°22'41"	250.00'	184.91'	N16°50'50"W	180.72'
C14	30°05'57"	250.00'	131.33'	N19°23'29"E	129.83'
C15	17°31'22"	250.00'	76.46'	N43°12'08"E	76.16'
C16	90°00'00"	10.00'	15.71'	S83°02'11"E	14.14'
C17	18°34'47"	130.00'	42.16'	S47°19'34"E	41.97'
C18	23°01'14"	130.00'	52.23'	S68°07'35"E	51.88'
C19	82°47'31"	25.00'	36.12'	S41°38'25"E	33.06'
C20	25°21'01"	25.00'	11.06'	S12°25'51"W	10.97'
C21	17°29'00"	25.00'	7.63'	S33°50'51"W	7.60'
C22	70°51'20"	50.00'	61.83'	S07°09'41"W	57.97'
C23	61°58'41"	50.00'	54.09'	S59°15'19"E	51.49'
C24	61°58'41"	50.00'	54.09'	N58°46'01"E	51.49'
C25	70°51'20"	50.00'	61.83'	N07°39'00"W	57.97'
C26	26°13'04"	25.00'	11.44'	N29°58'08"W	11.34'
C27	16°36'57"	25.00'	7.25'	N08°33'07"W	7.22'
C28	42°50'00"	25.00'	18.69'	N21°10'21"E	18.26'
C29	72°51'43"	50.00'	63.58'	N06°09'30"E	59.39'
C30	55°53'56"	50.00'	48.78'	N58°13'20"W	46.87'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C31	39°41'53"	50.00'	34.64'	S73°58'45"W	33.95'
C32	42°50'00"	25.00'	18.69'	S75°32'49"W	18.26'
C33	9°33'24"	75.00'	12.51'	N78°15'29"W	12.50'
C34	35°26'36"	75.00'	46.40'	N55°45'29"W	45.66'
C35	90°00'00"	10.00'	15.71'	N06°57'49"E	14.14'
C36	2°13'49"	430.00'	16.74'	N50°50'55"E	16.74'
C37	12°00'51"	430.00'	90.17'	N43°43'35"E	90.00'
C38	12°00'51"	430.00'	90.17'	N31°42'44"E	90.00'
C39	12°00'51"	430.00'	90.17'	N19°41'54"E	90.00'
C40	12°00'51"	430.00'	90.17'	N07°41'03"E	90.00'
C41	1°55'16"	430.00'	14.42'	N00°42'59"E	14.42'
C42	5°18'31"	130.00'	12.04'	N02°53'54"W	12.04'
C43	27°14'30"	130.00'	61.81'	N19°10'25"W	61.23'
C44	27°14'30"	130.00'	61.81'	N46°24'55"W	61.23'
C45	13°03'40"	130.00'	29.63'	N66°34'00"W	29.57'
C46	155°48'41"	50.00'	135.97'	S38°00'04"E	97.78'
C47	42°48'35"	25.00'	18.68'	N85°29'53"E	18.25'
C48	90°00'00"	10.00'	15.71'	S28°05'50"E	14.14'
C49	17°08'49"	130.00'	38.91'	S08°19'45"W	38.76'
C50	26°06'57"	60.00'	27.35'	S12°46'49"W	27.11'
C51	26°05'32"	60.00'	27.32'	S38°55'04"W	27.09'
C52	33°11'02"	130.00'	75.29'	S35°22'19"W	74.24'
C53	33°11'02"	130.00'	75.29'	S02°11'17"W	74.24'
C54	23°37'56"	130.00'	53.62'	S26°13'12"E	53.24'
C55	90°00'00"	10.00'	15.71'	S06°57'49"W	14.14'
C56	8°37'15"	310.00'	46.64'	S47°39'12"W	46.60'
C57	15°14'46"	310.00'	82.49'	S35°43'11"W	82.25'
C58	15°15'03"	310.00'	82.51'	S20°28'17"W	82.27'
C59	16°33'15"	310.77'	89.79'	S04°31'38"W	89.48'
C60	35°08'23"	310.00'	190.12'	S21°19'29"E	187.16'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C61	51°24'53"	189.27'	151.90'	S13°14'39"E	146.85'
C62	76°37'17"	10.00'	13.37'	S51°01'19"W	12.40'
C63	90°00'00"	10.00'	15.71'	N45°40'02"W	14.14'
C64	90°00'00"	10.00'	15.71'	N44°19'58"E	14.14'
C65	90°00'00"	10.00'	15.71'	N45°40'02"W	14.14'
C66	89°56'50"	10.00'	15.71'	S44°19'58"W	14.14'
C67	89°58'30"	10.00'	15.71'	S45°40'02"E	14.14'
C68	90°00'00"	10.00'	15.71'	N83°02'11"W	14.14'
C69	5°12'52"	370.00'	33.67'	S49°21'23"W	33.66'
C70	16°34'19"	370.00'	107.02'	S38°27'48"W	106.64'
C71	18°01'34"	370.00'	116.41'	S21°09'52"W	115.93'
C72	12°23'44"	370.00'	80.05'	S05°57'13"W	79.89'
C73	72°51'11"	70.00'	89.01'	S36°40'15"E	83.13'
C74	90°00'08"	10.00'	15.71'	N61°54'14"E	14.14'
C75	17°08'50"	70.00'	20.95'	N08°19'45"E	20.87'
C76	11°04'09"	120.03'	23.19'	N05°17'28"E	23.15'
C77	33°15'40"	120.00'	69.66'	N27°27'31"E	68.69'
C78	7°52'27"	120.00'	16.49'	N48°01'36"E	16.48'
C79	90°00'00"	70.00'	109.96'	N06°57'49"E	98.99'
C80	37°22'09"	200.00'	130.44'	N19°21'06"W	128.14'
C81	90°00'00"	280.00'	439.82'	S06°57'49"W	395.98'
C82	47°28'11"	100.02'	82.87'	S60°32'11"E	80.52'
C83	82°47'31"	30.00'	43.35'	N41°38'25"W	39.68'
C84	52°12'29"	400.00'	364.48'	N25°51'35"E	352.00'
C85	72°51'11"	100.00'	127.15'	N36°40'15"W	118.76'
C86	17°08'49"	100.00'	29.93'	S08°19'45"W	29.82'
C87	52°12'29"	90.00'	82.01'	N25°51'35"E	79.20'
C88	90°00'00"	100.00'	157.08'	S06°57'49"W	141.42'
C89	51°24'21"	200.05'	179.49'	N13°06'29"W	173.53'
C90	13°16'04"	523.26'	121.17'	S05°57'39"W	120.90'

FLOOD ZONE NOTE

BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONES:

ZONE "X*" (SHADED) - 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 (NO BASE ELEVATION REQUIREMENT)
ZONE "AE" - BASE FLOOD ELEVATION DETERMINED (BFE 15)

AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 285253 0267 G, REVISED 06/16/2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

SURVEY LEGEND

- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES IRON PIPE FOUND
- CIRS DENOTES CAPPED 1/2" IRON ROD SET
- (MEAS) DENOTES MEASURED THIS SURVEY

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE TRUE BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.



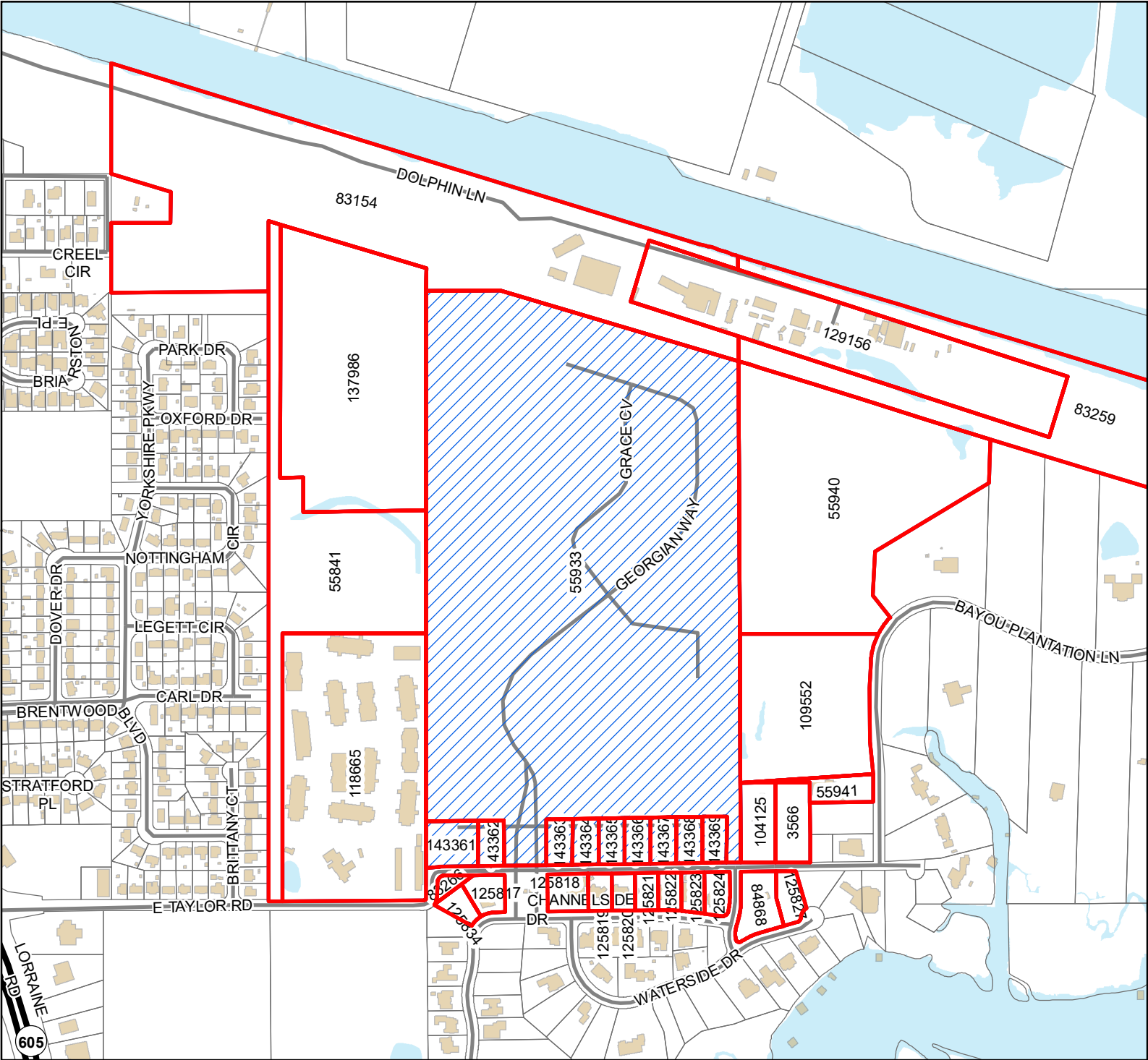
RE: Variance 2106ZB098, by owner Brookestone Gulf Coast, LLC, tax parcel 1009N-01-002.000, 1009N-01-002.001, 1009N-01-002.002, 1009N-01-002.003, 1009N-01-002.004, 1009N-01-002.005, 1009N-01-002.006, 1009N-01-002.007, 1009N-01-002.008, 1009N-01-002.009, Variance for setbacks, E Taylor Road, Zoned R-2 (Single-family), Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, June 17, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

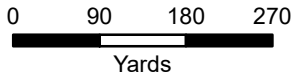
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, June 17, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the 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 (098)	Name	Address	City	State	ZIP
Y	55933	1009N-01-002.000	BROOKSTONE GULF COAST LLC (Owner)	111 LUNDGREEN LN	GULFPORT	MS	39507
Adjacent Property Owners							
Y	129156	1009O-02-001.001	INSTITUTE FOR MARINE MAMMAL STUDIES	P O BOX 207	GULFPORT	MS	39502
Y	55940	1009O-02-002.000	NATURES PATH LLC	525 NORTH MAIN ST	HATTIESBURG	MS	39401
Y	118665	1009N-01-004.001	MMP2-HARBIN LLC	1610 16TH AVE	NASHVILLE	TN	37212
Y	109552	1009O-02-002.015	NATURES PATH LLC	525 NORTH MAIN ST	HATTIESBURG	MS	39401
Y	3566	1009O-02-004.002	BRANCH SAMUEL D & RACHEL	12203 PRESERVATION DR	GULFPORT	MS	39503
Y	104125	1009O-02-004.001	TOWLES JAMES SETH	10840 E TAYLOR RD	GULFPORT	MS	39503
Y	55941	1009O-02-004.000	BURRELL ANDREW & ASHLEY	12562 LAKE VILLAGE DR	GULFPORT	MS	39503
Y	83266	1009N-01-003.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
Y	125817	1009N-01-003.001	SELLERS BENNIE JAMES JR & KATHRYN L	10968 CHANNELSIDE DRIVE	GULFPORT	MS	39503
Y	125834	1010C-01-001.001	SHARP MYLES ETHAN & DARIA OCCHI	10978 CHANNELSIDE DR	GULFPORT	MS	39503
Y	125821	1009N-01-003.005	COURTENAY DANIEL & LAURA	10898 CHANNELSIDE DR	GULFPORT	MS	39503
Y	125819	1009N-01-003.003	JALAL SHWAN & KURDONYA HAWRAMI	10918 CHANNELSIDE DR	GULFPORT	MS	39503
Y	125827	1009O-02-005.003	BLACKLIDGE RONALD W & BECKY BROCK	10918 CHANNELSIDE DR	GULFPORT	MS	39507
Y	125824	1009N-01-003.008	ALPAC CONSTRUCTION GROUP LLC	P O BOX 2401	GULFPORT	MS	39505
Y	125823	1009N-01-003.007	LEWAKOWSKI THOMAS J & MELINDA D	10878 CHANNELSIDE DR	GULFPORT	MS	39503
Y	125820	1009N-01-003.004	SYMMES COWLES E & MARY E	10908 CHANNELSIDE DRIVE	GULFPORT	MS	39503
Y	125818	1009N-01-003.002	VYVERBERG BRYAN M & MARSHA ELLEN	10928 CHANNELSIDE DR	GULFPORT	MS	39503
Y	125822	1009N-01-003.006	HARPER OSWAGO Y & TAMARA WALKER	10888 CHANNELSIDE DR	GULFPORT	MS	39503
Y	137986	1009N-01-004.002	LAND TRUST FOR MISS COASTAL PLAIN	PO BOX 2457	PURVIS	MS	39475
Y	55841	1009N-01-004.000	GRAHAM ROBERT N	P O BOX 1207	PURVIS	MS	39475
Y	55933	1009N-01-002.000	BROOKSTONE GULF COAST LLC	111 LUNDGREEN LN	GULFPORT	MS	39503
Y	84868	1010B-04-003.000	VERRETT KEVIN D	10836 WATERMARK PL	GULFPORT	MS	39503
Y	143361	1009N-01-002.001	BROOKSTONE GULF COAST LLC	111 LUNDGREEN LN	GULFPORT	MS	39503
Y	143368	1009N-01-002.008	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143362	1009N-01-002.002	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143363	1009N-01-002.003	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143364	1009N-01-002.004	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143365	1009N-01-002.005	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143366	1009N-01-002.006	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143367	1009N-01-002.007	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503
N	143369	1009N-01-002.009	BROOKSTONE GULF COAST LLC	111 LUNDGREN LN	GULFPORT	MS	39503



Legend

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



1 inch = 600 feet



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

MEMORANDUM

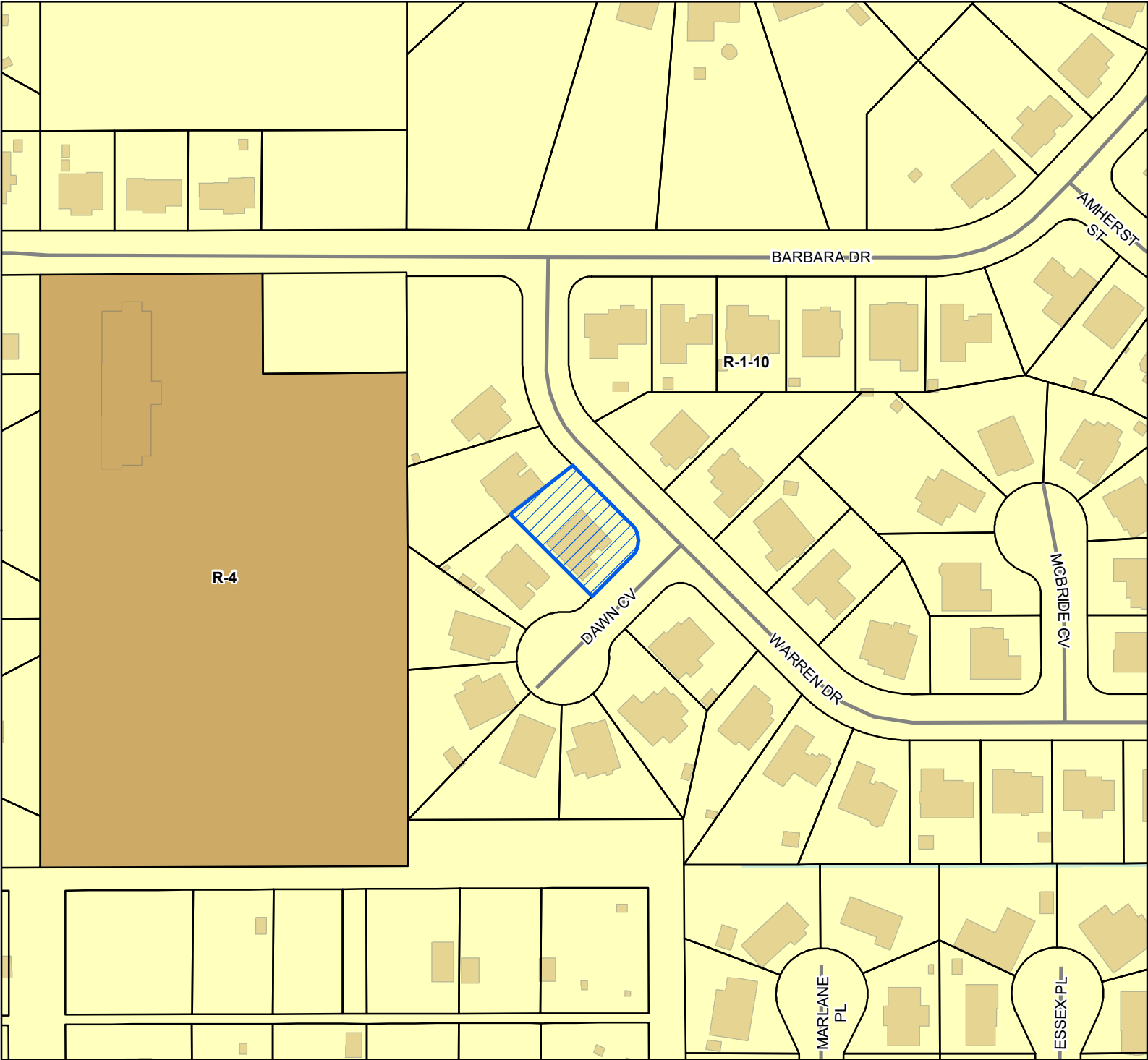
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2106ZB099:
(Moved to July due to lack of quorum)

Variance 2106ZB099, by owners Jason & Deidre Bunn, tax parcel 0808F-01-001.112, Variance for fence height and rear setback, 14663 Dawn Cv, Zoned R-1-10 (Single-family), Ward 7



 Site

 Street

 Parcels

 Buildings

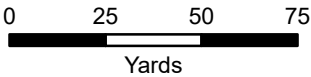
 Water Features

Zoning

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

 R-4 - General Residence (High Density)

Site Information
0808F-01-001.112
Zoning: R-1-10 (Single-family)
Size: 10,053 square feet
Flood: X



1 inch = 150 feet



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



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

For Staff Use Only

Case File #: 2106 ZB099Date Received: 4 May 2021

Receipt #: _____

Received By: ESZoning: R-1-10Ward: 7 Flood: XSize: 10,053 sf

(If necessary, use separate sheet of paper)

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL # 0808F-01-001-112

Address of Property Involved: 14663 Dawn Cove, Gulfport, MS 39503Lot(s) 20, Block(s) _____, Subdivision Northwood HillsGeneral Location: Northwood Hills : Orange Grove

GENERAL DESCRIPTION OF REQUEST:

Build back yard fence where the top is level all around. Height close to house would be around 6' & height farthest from house would be closer to 8'. Also to place a pre-built 12'x20' shed 3' from rear property

OWNERSHIP AND CERTIFICATION: line and 9' from side property

I hereby certify that I have read and understand this application and that all information and attachments are true line 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

Jason R. Bunn

Printed Name Of Owner

14663 Dawn Cove

Mailing Address

Gulfport MS 39503

City State Zip code

228-209-8972 239-851-9293

Home Phone Work/Cell Phone

JRBunn86@gmail.com

Email

Jason R Bunn

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

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.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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 authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Deidre Bunn

ADDRESS (STREET, CITY, STATE, ZIP CODE) 14663 Dawn Cove, Gulfport, MS 39503

PHONE # (H) 228-209-8972 (WK/CELL) same

TAX PARCEL NUMBER(S) OWNED 0808 F - 01 - 001.112

SIGNATURE: Deidre Bunn

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGN: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: _____

1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)

When our property was constructed, the home was built at a higher elevation than the surrounding ground, which creates the lack of privacy afforded by a 6' privacy fence due to the 2' difference in elevation from the structure to the property line. When we purchased our home, the existing 6' fence allowed a clear view into our rear neighbors' two windows, as well as their unobstructed view into our living room and bedroom windows. In addition to that, due to the location in respect to the corner of Barbara Drive and Warren Drive, we also experienced headlights shining into our bedroom window at night even with the pre-existing 6' privacy fence any time someone turned onto Warren Drive from Barbara Drive. Also, an unobstructed view of our bedroom window could be seen from the corner of Barbara Drive and Warren Drive. Since Hurricane Zeta destroyed the majority of our pre-existing 6' privacy fence, we desire to construct a privacy fence that actually affords our home privacy. Also, due to the large water oak in our backyard, observing the required setbacks for a shed would be highly problematic. There are only fifty-one (51) feet from the property line to the tree, so with the required 25' setback, that would only allow 6' of space to maneuver lawn equipment and other items into the shed via a ramp at the left-hand side of the garage. On the other side of the tree, there are only thirty (30) feet of space between the property line and the tree, which would only allow two (2) feet of space to access the garage, given the 8' setback from the rear and side. Since the water oak provides shade to our home and is a healthy tree, we would prefer to not remove the tree just to accommodate a shed.

2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)

The structure was built in 2005 or thereabouts. We purchased the home in 2019 as it exists. No changes have been made by us to alter the surrounding ground or elevation of the home. The difference in elevation was determined by the lot location, run-off, and other factors determined by the contractor at the time of construction. The water oak that is in the middle of our yard has been growing for a number of years, long before we purchased the home a 18 months ago.

3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)

The reasons for our request for the fence variance are the desire for privacy and to buffer the traffic sounds and lights from vehicles turning onto Warren Drive. Most homes are afforded full privacy by a 6' privacy fence; however, this is not the case with our home. As previously described, even with a 6' privacy fence, the difference in elevation from the structure to the property line allows for an unobstructed view of our bedroom window from the street corner, allows an unobstructed view of our bedroom and living room windows from our rear neighbors' home, and allows headlights to shine into our bedroom window at night as vehicles turn onto the adjacent street. Although the ordinance does allow for a fence higher than 6', the additional 2' are required to be 50% transparent; this requirement would only afford us 50% privacy. As for the shed, I have previously described that there is a large water oak growing in the middle of the yard which is directly at odds with the functionality of the shed if we observed the required twenty-five (25) foot frontage setback from the property line or if we observed the eight (8) foot rear and side setbacks. Either way, the functionality of the shed would be limited at best.

4. Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)

Our fence request meets the right to reasonable development of our property, as we are not requesting anything more than the expectation of privacy given to every homeowner. Per the ordinance, a residential fence must not be higher than six (6) feet above grade except where required to be higher by city ordinance. However, a decorative topping of no less than fifty (50) percent transparency may be allowed but must not exceed eight (8) feet above grade. As previously explained, this requirement would afford us only 50% privacy. Thus, we request this variance. As for the shed, our request is only that we be allowed to place the shed on a portion of our property that would grant us full access and enjoyment of use of the shed, while also making sure that it is not obstructive or obtrusive to anyone else in our subdivision.

5. Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)

When any homeowner constructs a privacy fence, they do so to afford their property privacy. In our specific case, a 6' privacy fence does not confer the same amount of privacy afforded by the same fence on a level piece of property. We are only requesting that we be given the same expectation of privacy that most homeowners enjoy from a privacy-fenced yard. Many homeowners choose to purchase a shed for additional storage; in fact, there are two that can be seen from our backyard alone. So in this instance, we are not requesting anything beyond the reasonable consideration of our property's limitations in placement.

6. State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.

The construction of a privacy fence or placement of a shed is typically a right granted to anyone who goes through the proper permit application process and who has rights to the property said fence or shed would be constructed on. With planning approval of the variance request, we are only requesting this same right be granted to us. This is not a special exception to the use of our land; it is only a request for consideration of the nature of the land and the challenges those features create.

1. Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies

The fence should have no negative impacts on safety. The fence would be well out of the line of sight when navigating traffic or backing out of the adjacent driveway. The fence will not impede any vision of oncoming traffic from the stop sign at the corner of Dawn Cove and Warren Drive. There are no alleyways or water bodies that would be impacted.

2. Visual impact on adjacent properties, streets, alleyways, and water bodies

The visual impact of our fence would be very little different than a regular 6' privacy fence, except that ours would be 2' taller between our neighbors at the highest point and only 1'-1 ½' taller facing the side road of Warren Drive. The impact to our neighbors is greater privacy, so that we cannot see into their yards and they cannot see into ours. The impact to the street view is hardly noticeable from the road. Please see attached photos. There are no alleyways or water bodies that would be impacted.

3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood

The design of the privacy fence is similar in style to all other fences in our neighborhood, except that ours does not follow the rise and fall of the ground below. We believe that our fence design will look better because of this, and many of our neighbors have complimented the appearance of the fence on the sections we had completed before we were made aware of the violation of the ordinance.

4. Impact on ingress and egress, if applicable

There is no impact on ingress or egress. Our fence would end more than fourteen (14) feet from the back of the curb, giving plenty of space for drivers in the adjacent driveway to look for oncoming traffic and back out safely. Also, there will be an eleven (11) foot gate giving access to the side yard off of Warren Drive, as well as a five (5) foot gate at the right side of the home facing Dawn Cove and a three (3) foot gate at the left side of the home facing Dawn Cove.

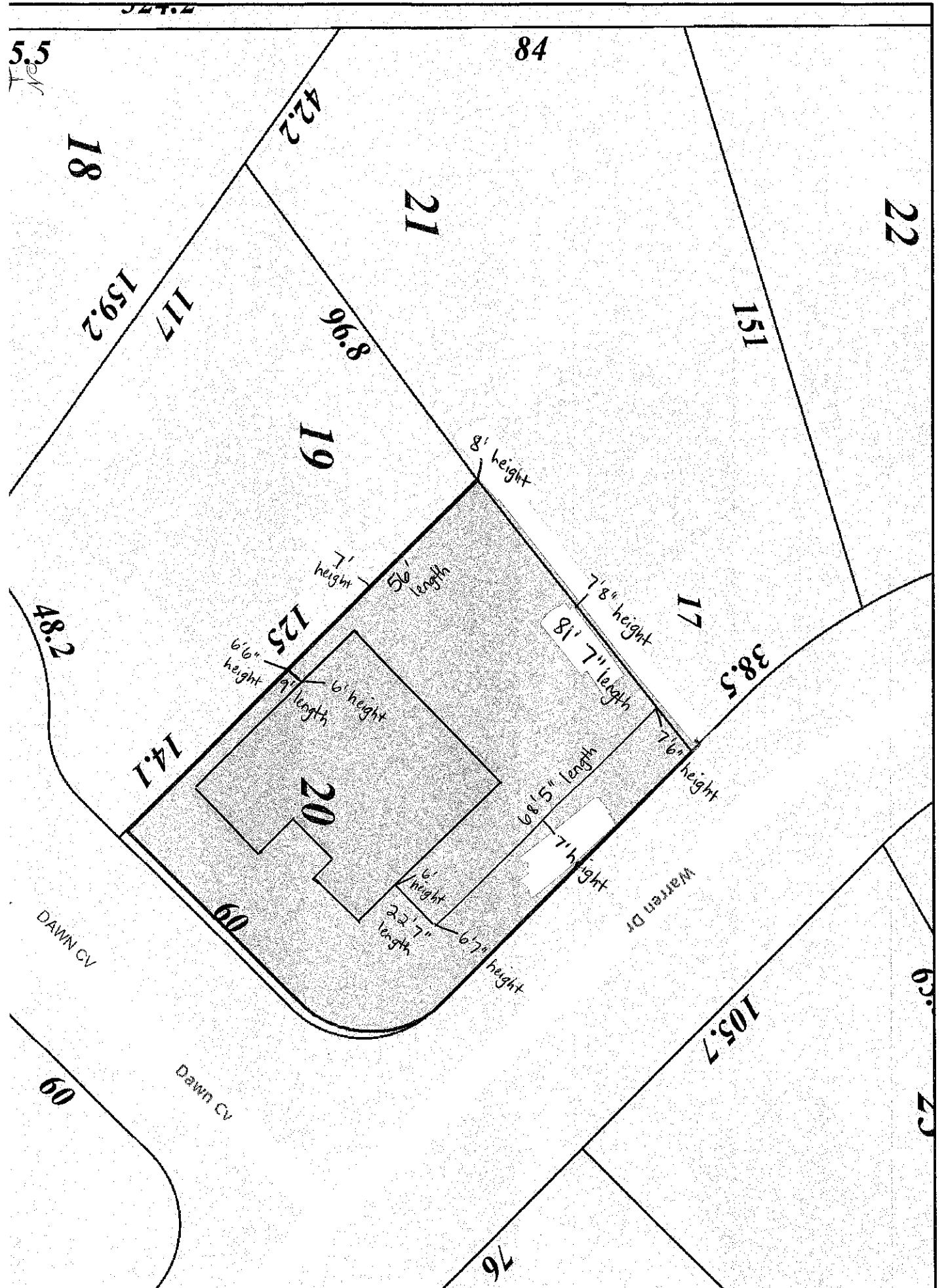
5. Screening, buffering or separation of any nuisance or hazardous feature

The privacy fence that we desire to construct would better screen our home from surrounding homes, offer greater privacy, and also buffer our home from traffic noise and headlights at night from vehicles turning onto Warren Drive from Barbara Drive.

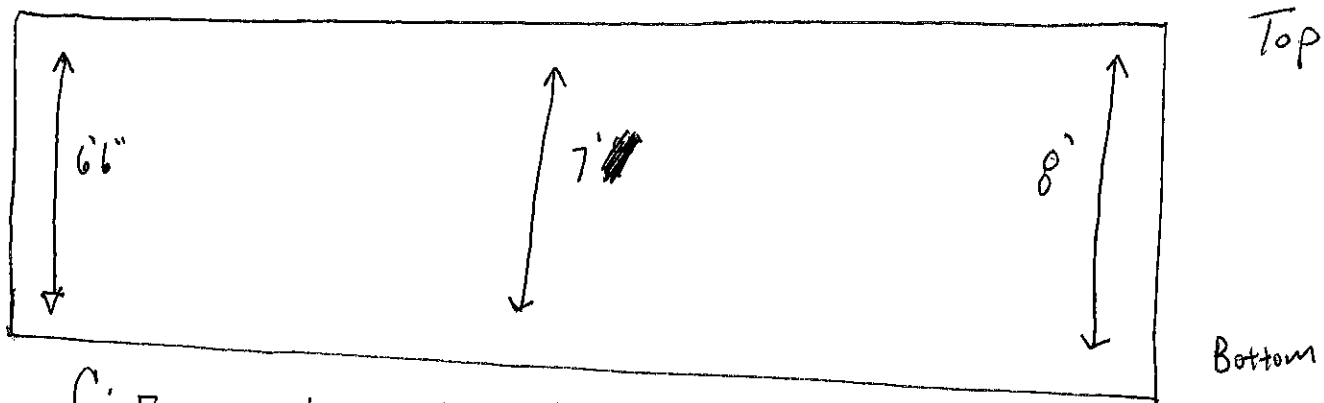
6. Compatibility with adjacent properties

We did speak with both of our adjacent neighbors whose properties abut ours before considering the design of our fence, since it would also impact their homes. Neither neighbor was opposed to the fence design or proposed height. From our back yard, you can see privacy fences surrounding every home except one who has not yet re-built his fence after Hurricane Zeta. Therefore, we are keeping in line with other homes in our subdivision.

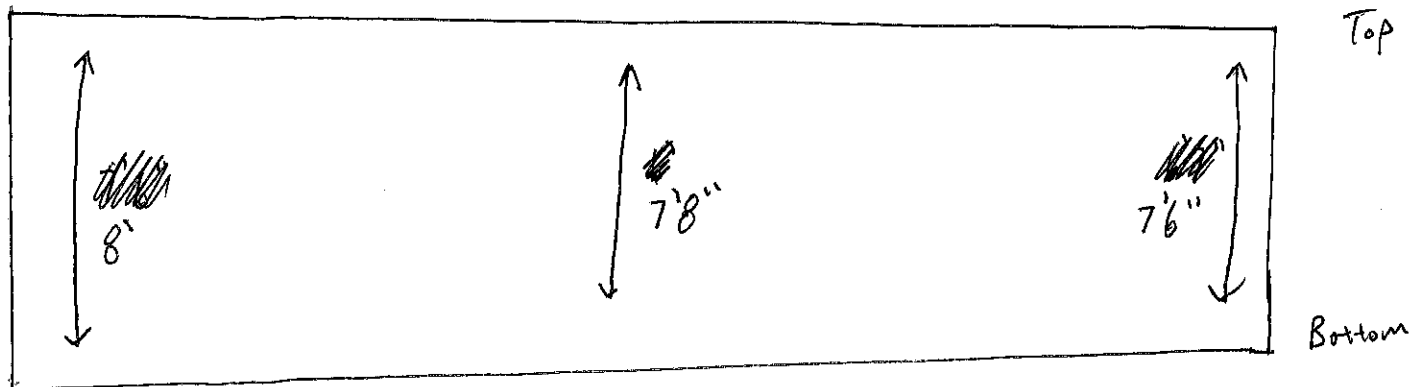
My Map



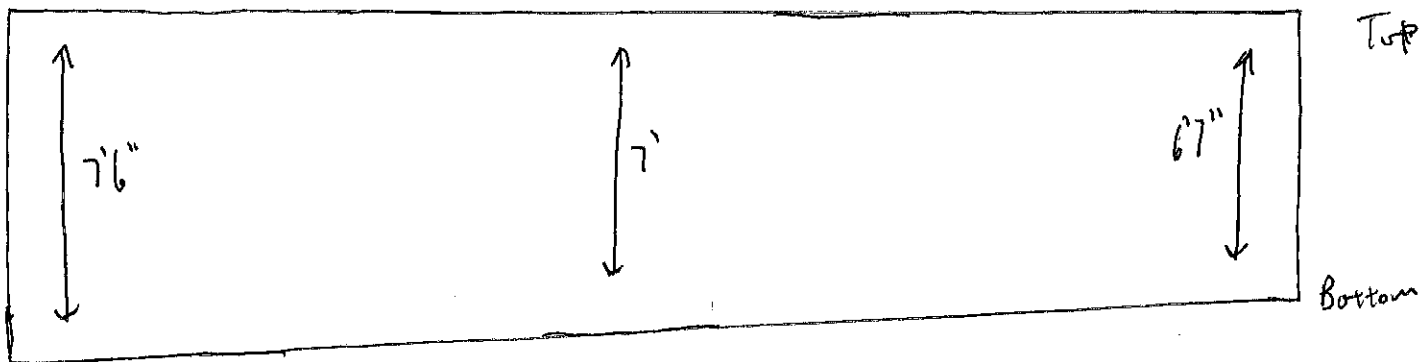
B: Fence side ^{dividing} ~~dividing~~ property between Lot 19 + Lot 20.



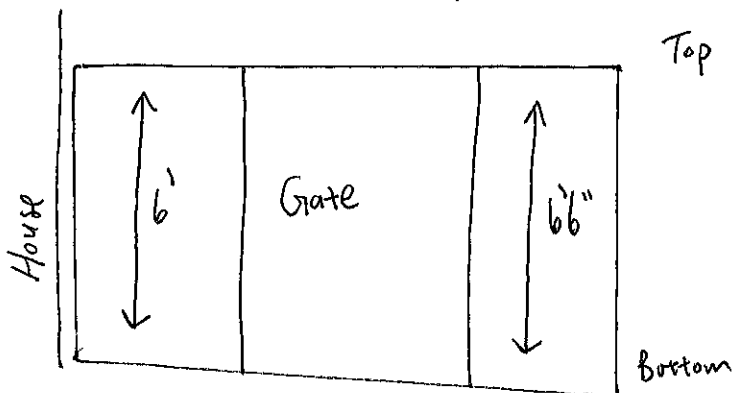
C: Fence side dividing Lot 20 from 15105 Warren Dr.



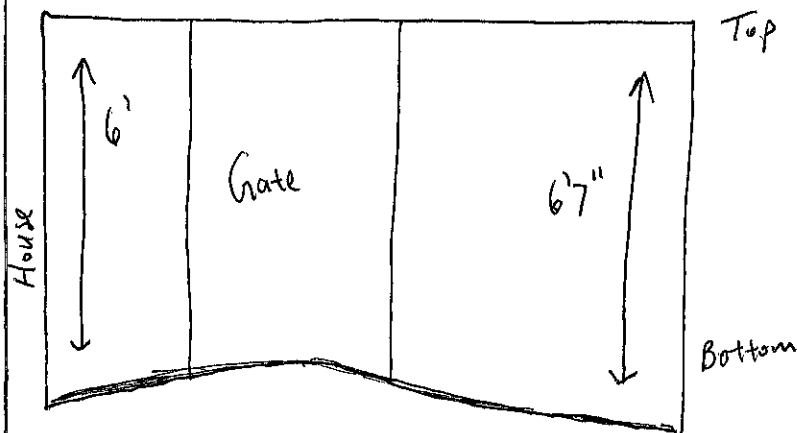
D: Fence side dividing Lot 20 yard + Warren Dr.

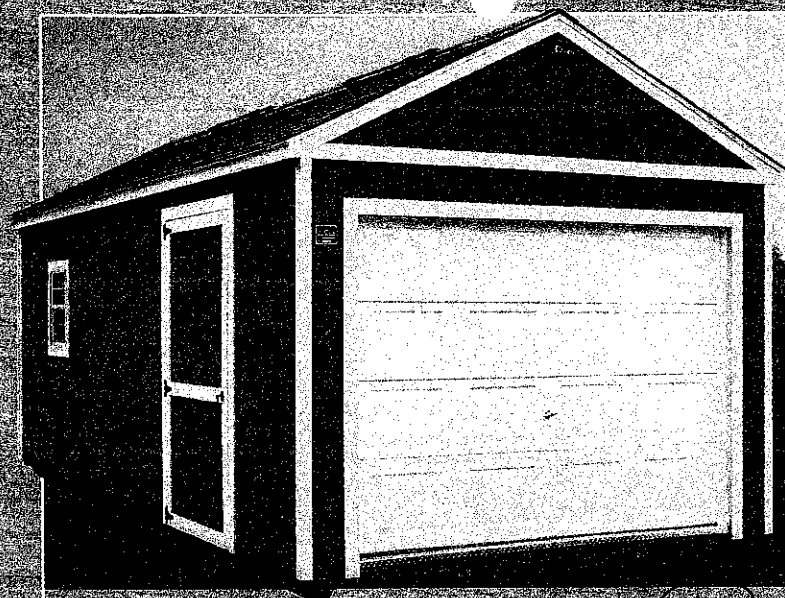


A: Left side of house



E: Right Side of house.





Utility

GARAGE

The Garage is the most adaptable of our Cook building designs. The adaptability of this shed satisfies a variety of unique storage needs. The heavy duty floor ensures the building can hold anything from large vehicles to boxes of stuff.

Available Sizes: 12x20 • 12x24 • 12x28 • 12x32

Standard Dimensions / Specifications

- The peak of the building is approximately 11' 6".
- The interior sidewall height is 7' 8".
- Includes a heavy duty floor system. (12" on center joists, 3/4" plywood decking)
- Includes a single 48" door with a 46" opening.
- Includes a 8' x 6' 6" metal garage door.
- Includes one 24" x 36" insulated vinyl window.
- Only available in a 12' wide building (measured eave to eave).

HANDYMAN

The Handyman provides enough room for anyone to convert this building into a work space. With two separate doors and a partition wall, you can use this adaptable shed for two different purposes. It also comes with two workbenches, so this serious building is the place to get work done.



Available Sizes: 12x24 • 12x28 • 12x32

Standard Dimensions / Specifications

- Includes 68" double doors and a 36" single door.
- Includes two 24"x36" insulated vinyl windows with shutters.
- Includes a partition wall and two workbenches.
- The peak of the building is about 11' 6".
- This building is available in two styles: the Lofted Barn style Handyman and the Lofted Utility style Handyman.
- The interior sidewall height of a Lofted Barn style Handyman is 6'3".
- The interior sidewall height of a Lofted Utility style Handyman is 7'8".



Above: Side fence w/ Gate (left)



Above: Side fence compared to neighbors' & window



Above: View of side fence w/ gate (right)



Above: closer view of side fence (right)



Above: Bathroom, master bed, & living room windows viewed from Warren Dr. compared to 6'

Left: View from stop sign at corner of Dawn Cove & Warren Dr.



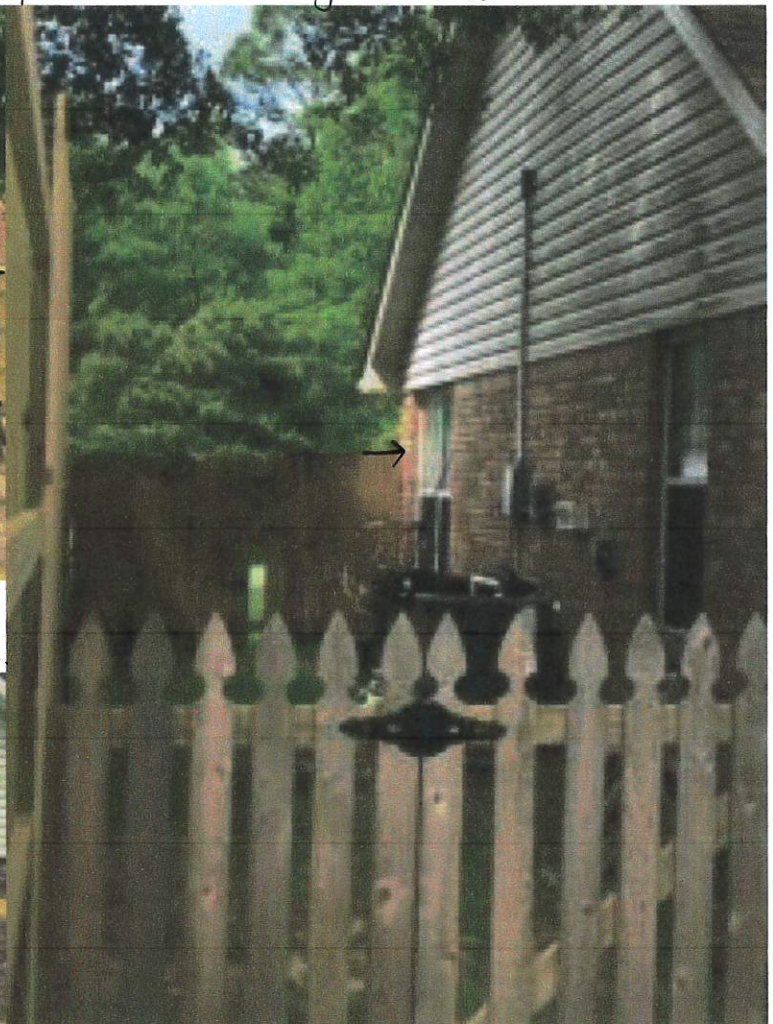
Above: Street view from Warren Dr. toward Dawn Cove.



Above: Comparison of our window elevation to rear neighbors' windows



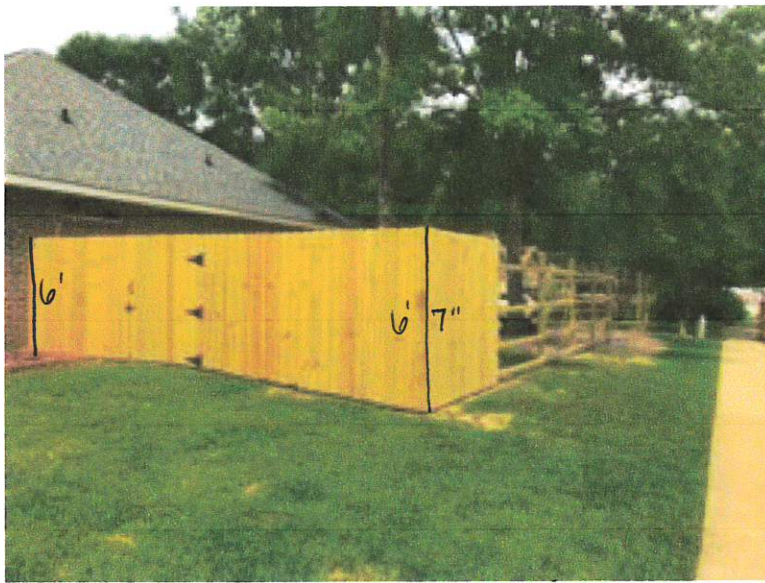
Above: existing rear corner fence. If not approved, will cut down to 6' & install lattice.



Above: 6' privacy fence compared to rear neighbors' windows



Left: Side neighbor's window and security camera



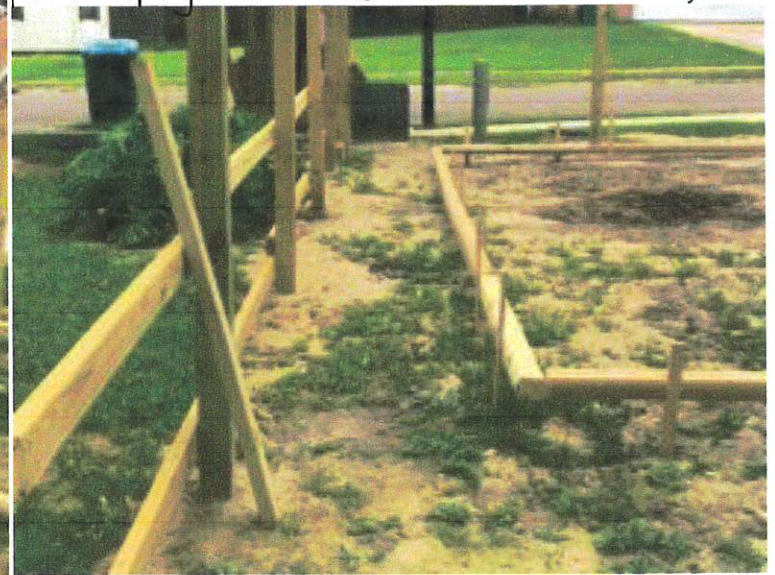
Above: Side view and gate facing corner of Dawn Cv. & Warren Dr.



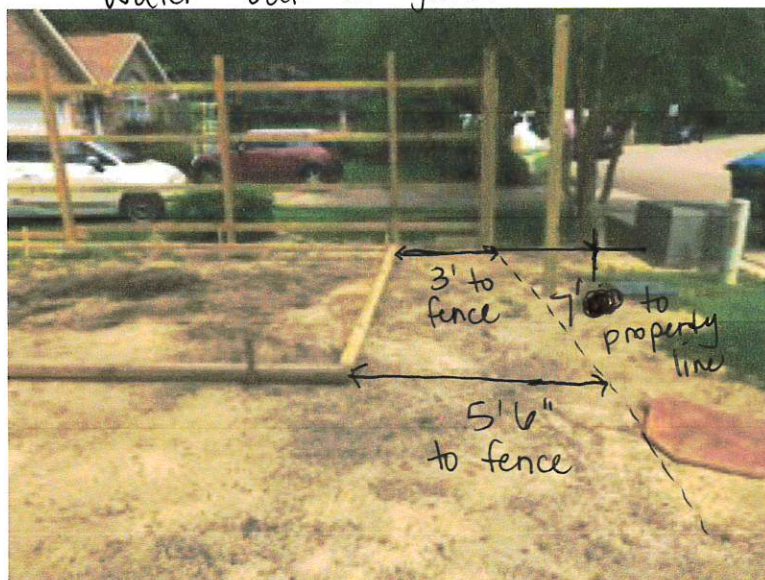
Above: proposed placement of shed inside landscaping timbers (will remove timbers)



Above: proposed placement of shed vs. water oak in yard



Above: 3' setback from rear property line



Left: 3' set back from fence; 7' set back from property line in furthest corner. 5' 6" setback from fence at nearest corner

GENERAL AFFIDAVIT

STATE OF Mississippi

COUNTY OF Harrison

PERSONALLY came and appeared before me, the undersigned Notary, the within named Jason and Deidre Bunn, who is a resident of Harrison County, State of Mississippi, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

We, Jason and Deidre Bunn, do hereby declare that our request for approval of a fence variance is not in violation of any restrictive or protective covenants. We make this claim due to the fact that we did not receive a copy and were never made aware of any covenants while purchasing our home. We also make this claim due to the fact that there are several other homes in our subdivision who also have eight (8) foot fences. Therefore, we have no knowledge or any reason to believe that there are any covenants concerning the construction of a fence on our property.

DATED this the 3rd day of May, 2021

Jason Bunn
Signature of Affiant

Deidre Bunn
Signature of Affiant

SWORN to subscribed before me, this 3rd day of May, 2021

Melissa Bodisch
NOTARY PUBLIC

My Commission Expires:

March 1, 2024



PREPARED BY AND RETURN TO:
DAVIS & DAVIS P.L.L.C
Christopher A Davis
2635 Pass Road
Biloxi, MS 39531
(228)275-9922
Our File No. 320-6340

SCANNED



1st Judicial District
Instrument 2019 10793 D -J1
Filed/Recorded 12/31/2019 03:49 P
Total Fees \$ 22.00
1 Pages Recorded

TITLE NOT EXAMINED

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

REVIEWED

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations the receipt of which is hereby acknowledged, JASON RYAN BUNN, 14663 Dawn Cove, Gulfport, MS 39503, (239) 851-9293 does hereby grant, bargain, sell, remise, release, and forever quitclaim unto, JASON RYAN BUNN and DEIDRE ROSE BUNN, 14663 Dawn cove, Gulfport, MS 39503, (239) 851-9293 the following real property situated in Harrison County, First Judicial District, Mississippi.

Lot Twenty (20), 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 a part of this description.

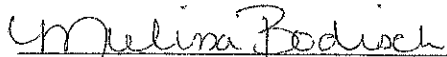
TAXES FOR THE CURRENT YEAR and following are assumed by the Grantees

IN WITNESS WHEREOF, I set and subscribe my signature on this the 31 day of December, 2019.


JASON RYAN BUNN

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of December, 2019 within my jurisdiction, the within named, Jason Ryan Bunn who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his individual and/or representative capacity, and that by his signature on the instrument and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do. Given under my hand and official seal, this the 31st day of December, 2019.


NOTARY PUBLIC

My Commission Expires: March 1, 2020



PERMITS/INSP PAYMENT RECPT#: 10664217
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/04/21 TIME: 14:28
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

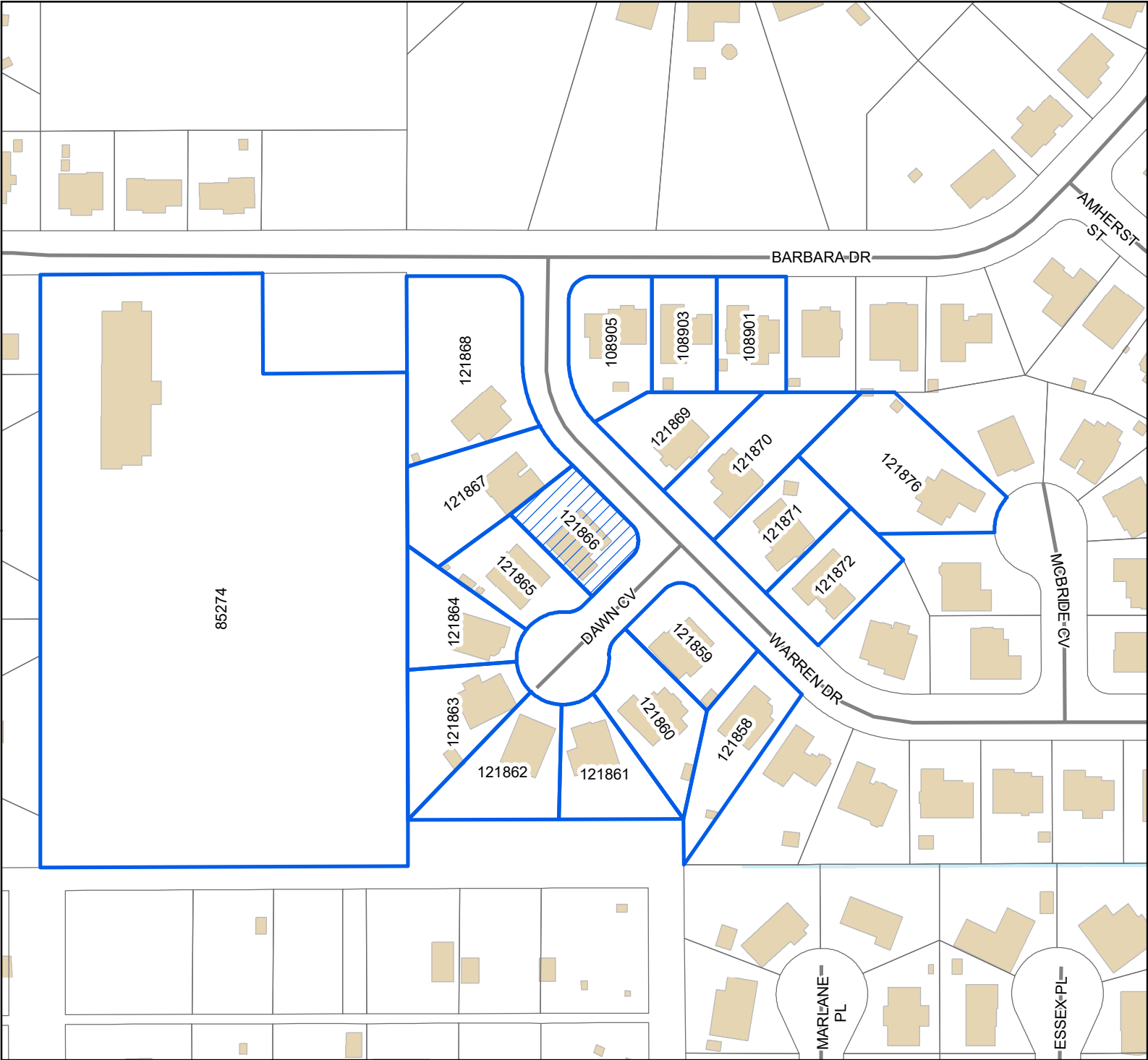
CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
561

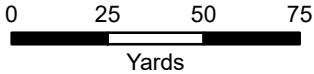
REFERENCE:

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



Legend

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



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
n	121866	0808F-01-001.112	BUNN JASON RYAN	14663 DAWN COVE	GULFPORT	MS	39503
	Adjacent Property Owners 099						
	85274	0808F-01-001.000	CARLOW MANOR INC	120 REYNOIR ST	BILOXI	MS	39533
	121871	0808F-01-001.117	CHAPPELLE GENE M & JENNY A	15092 WARREN DR	GULFPORT	MS	39503
	121867	0808F-01-001.113	CULLEN DARREN & PITTMAN TIMOTHY	15105 WARREN DRIVE	GULFPORT	MS	39507
	121864	0808F-01-001.110	GATLIN CRYSTAL M	14655 DAWN COVE	GULFPORT	MS	39503
	121859	0808F-01-001.105	GONZALEZ DANIEL A	14662 DAWN COVE	GULFPORT	MS	39503
	121872	0808F-01-001.118	HAGIN SHEILA L	15088 WARREN DR	GULFPORT	MS	39503
	121863	0808F-01-001.109	HARLAN CALEB A & CARA J	14651 DAWN COVE	GULFPORT	MS	39503
	121865	0808F-01-001.111	HARPER VERNELL & FRANKIE M	14659 DAWN COVE	GULFPORT	MS	39503
	121861	0808F-01-001.107	KROHN SUSAN D -TRUSTEE-	PO BOX 27129	HOUSTON	TX	77227
	121870	0808F-01-001.116	NSOI MUNG JAULA	15096 WARREN DR	GULFPORT	MS	39503
	121869	0808F-01-001.115	RAINE LEKISHA L	15100 WARREN DR	GULFPORT	MS	39503
	121860	0808F-01-001.106	RANDALL HELEN	14658 DAWN COVE	GULFPORT	MS	39503
	121858	0808F-01-001.104	SIMS STANLEY BRUCE	15093 WARREN DR	GULFPORT	MS	39503
	121868	0808F-01-001.114	SMITH KAY & THOMAS JOSEPH	15109 WARREN DR	GULFPORT	MS	39503
	121876	0808F-01-001.122	SUELTER AARON MATTHEW	14875 MCBRIDE COVE	GULFPORT	MS	39503
	108901	0808F-01-001.015	TABOR BRUCE A & LINDA	15125 BARBARA DR	GULFPORT	MS	39503
	121862	0808F-01-001.108	WALDROP TIMOTHY L & JUDITH D	14650 DAWN COVE	GULFPORT	MS	39503
	108905	0808F-01-001.017	WILKINSON WILLIAM H IV & PATRICIA A	15139 BARBARA DR	GULFLPORT	MS	39503
	108903	0808F-01-001.016	WISSLER REBECCA E & NICHOLAS W	15131 BARBARA DR	GULFPORT	MS	39503

RE: Variance 2106ZB099, by owners Jason & Deidre Bunn, tax parcel 0808F-01-001.112, Variance for fence height and rear setback, 14663 Dawn Cv., Zoned R-1-10 (Single-family), Ward 7.

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, June 17, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, June 17, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

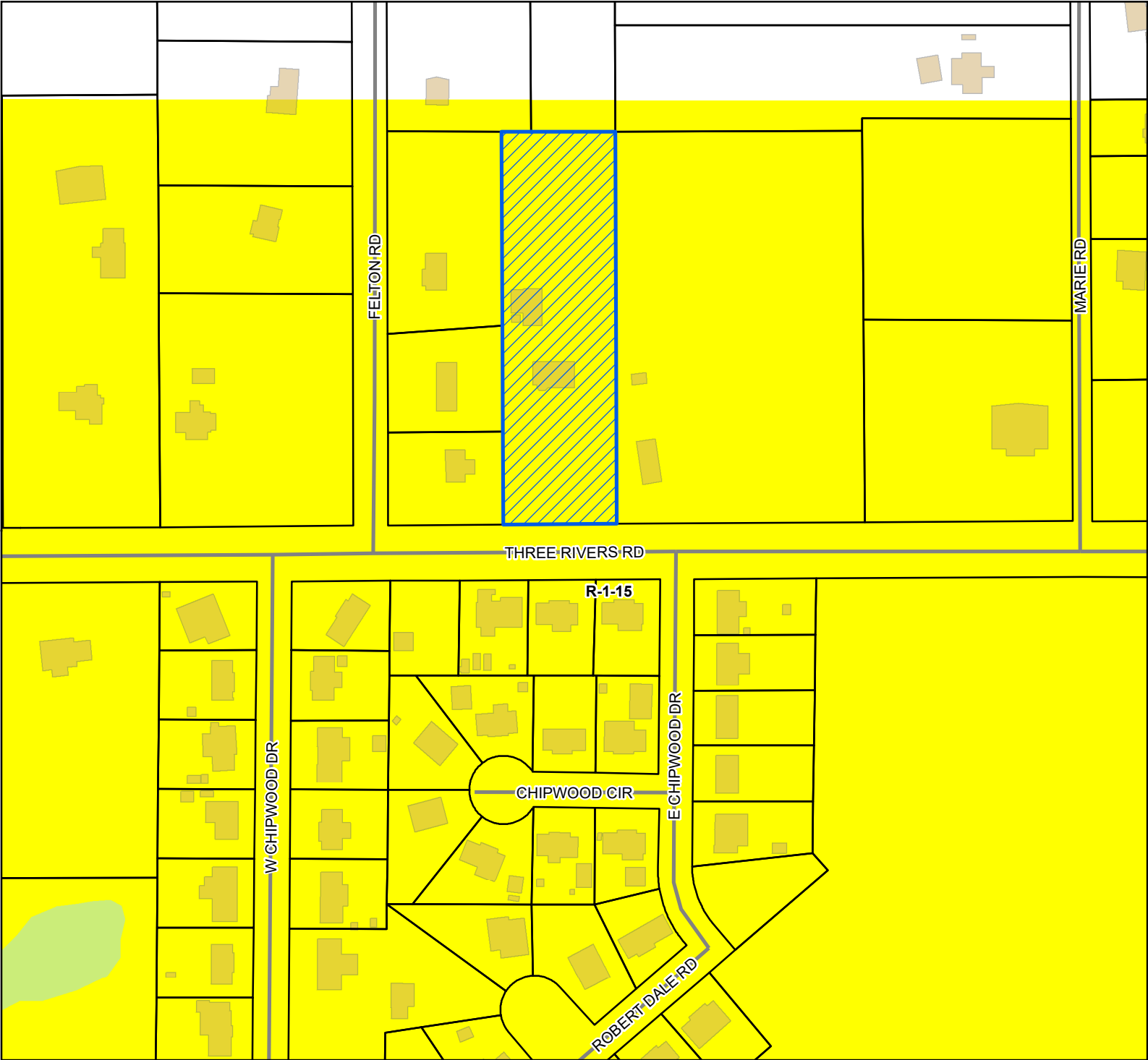
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2107ZB109:

Variance 2107ZB109, by owners Paul and Dawn Ellerman, tax parcel 0907E-01-033.000,
Variance for fence height, 13701 Three Rivers Rd, Zoned R-1-15 (Single-family), Ward 6



Site

Street

Parcels

Buildings

Water Features

Zoning

R-1-15 - Single Family

Residence District (Low Density)

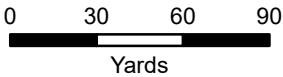
Site Information

0907E-01-033.000

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

Size: 2.0 acres

Flood: X



1 inch = 200 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.



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

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	9	0	7	E

 -

0	1

 -

0	3	3

 •

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 13701 Three Rivers Rd, GulfportLot(s) _____, Block(s) _____, Subdivision 39501General Location: 2Ac. across from Chipwood Subd

GENERAL DESCRIPTION OF REQUEST:

1' & 2' - Request 3' fence in front - 6' fence on side
Fence variance for front
yard

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.

Paul + OWNER

AGENT

Dawn Ellerman
Printed Name Of Owner

Printed Name Of Agent

13701 Three Rivers Rd
Mailing Address

Mailing Address

Gulfport, MS 39503
City State Zip code

City State Zip code

228-297-2930 864-7612
Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

dawn@bmaengineers.com
Email

Email

Dawn Ellerman
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.

Fence Questions

1. We will not impede any safety as our R.O.W. is already 80'.
2. It is a very nice, expensive fence. We've been there over 30 years, and always continue to enhance our property.
3. The side fence will abutt our neighbors with trailer & debris in the yard & fighting.
4. No impact
5. Separating will keep our grandchildren safe from traffic
6. It will bring the other property value up.

Standard Questions

1. We wanted to beautify our home + roadway as well as have privacy from our neighbors. We have 2 Ac. they have 5, but are unkempt and place their ~~7~~ properties feet from the property line.
2. We just want a fence for our 2 Ac. which was originally county, when we purchased it. Also keep pets and children out of road
3. Actually, there are several instances nearby that do not abide the fence code. Also, ~~we~~ the speed limit is 40mph and we have small grandchildren
4. We have made sure the fence does not keep the cars from seeing on coming traffic.
5. We will not receive any special benefits. We are enhancing the community and keeping ourselves safer
6. ~~I don't understand the question~~
My fence is allowed by right, but the heights require a variance



Covenant Affidavit

I, Dawn Ellerman, being owner or agent of the property
PRINT NAME

Gulfport, MS 39503
13701 Three Rivers Rd
PRIMARY ADDRESS OR PARCEL

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

Dawn Ellerman
Signature

5/26/21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26 day of May, 20 21

Matilda Welch
Notary Public



Commission Expiration

expressed or implied,
trustee shall apply the
trustee's and attorneys'

without charge to
instrument shall be

Trustee
of the

city

PAID IN FULL

BOOK 1459 PAGE 191

Loan # 121-004-2

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 5, 1993
Paul D. Ellerman and Dawn G. Ellerman
("Borrower"). This trustee is Knox White

. The grantor is

("Trustee"). The beneficiary is

Hancock Bank

which is organized and existing under the laws of the State of Mississippi, and whose address is

P. O. Box 4019, Gulfport, MS 39502

("Lender"). Borrower owes Lender the principal sum of FORTY-FIVE THOUSAND SEVEN HUNDRED AND
NO/100 Dollars (U.S. \$ 45,700.00). This debt is evidenced by Borrower's note dated
the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier,
due and payable on NOVEMBER 14, 2005 . This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the
payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
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
Harrison County, Mississippi:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AND SIGNED BY
BORROWERS FOR IDENTIFICATION PURPOSES.

which has the address of 13701 Three Rivers Road,
[Street]

Gulfport,
[City]

Mississippi 39503 ("Property Address");
[Zip Code]

MISSISSIPPI - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FormAction Technologies, Inc. (800) 937-3799 - MS3025

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 COVENANTS that Borrower is lawfully seized 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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 6 South, Range 11 West, Harrison County, Mississippi, and thence run S-0°-02'-E 1231.00 feet to a point situated on the North margin of Three Rivers Road; thence run N-89°-43'-E along the North margin of said road 495.0 feet to the point of beginning of that property herein described. From said point of beginning thence run N-0°-02'-W 565.70 feet to a fence post; thence run S-89°-47'-E 154.2 feet to an iron rod; thence run S-0°-02'-E 564.37 feet to an iron rod situated on the North margin of Three Rivers Road; thence run S-89°-43'-W along the North margin of said road 154.2 feet back to the point of beginning. Said parcel contains 2.0 acres more or less.

Paul D. Ellerman
Paul D. Ellerman

Dawn G. Ellerman
Dawn G. Ellerman

13701 THREE RIVERS ROAD

GULFPORT, MISSISSIPPI

PARCEL #0907E-01-033.000

LEGAL DESCRIPTION
(DB 1459 PG 193)

Commence at the Northwest corner of the SE 1/4 of the SW 1/4 of Section 26, Township 6 South, Range 11 West, Harrison County, Mississippi, and thence run S 00°02' E 1231.00 feet to a point situated on the North margin of Three Rivers Road, thence run N 89°43' E along the North margin of said road 495.0 feet to the Point of Beginning of that property herein described, from said Point of Beginning thence run N 00°02' W 565.70 feet to a fence post, thence run S 89°47' E 154.2 feet to an iron rod, thence run S 00°02' E 564.37 feet to an iron rod situated on the north margin of Three Rivers Road, thence run S 89°43' W along the North margin of said road 154.2 feet back to the Point of Beginning. Said parcel contains 2.0 acres more or less.

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

This is a Class "B" survey per "The Minimum Standards for the State of Mississippi".

Bearings based on GPS Observation, NAD-83, Ms-East Zone, convergence angle -0.130449, scale factor 0.9999960.

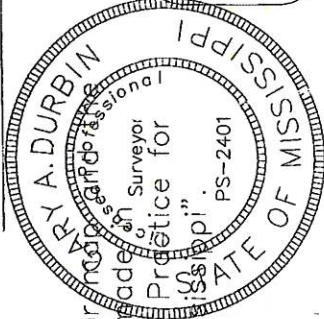
This parcel is located in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-G, Revised: 6/16/09. By graphic plotting only.

IPF 1" IRON PIPE FOUND
IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET

(P) PLAT
(M) MEASURED
(D) DEED

This is to CERTIFY that this plat or map is a true and correct copy of the survey on which it is based and was made in accordance with the Standards of Practice for Land Surveying in the State of Mississippi.

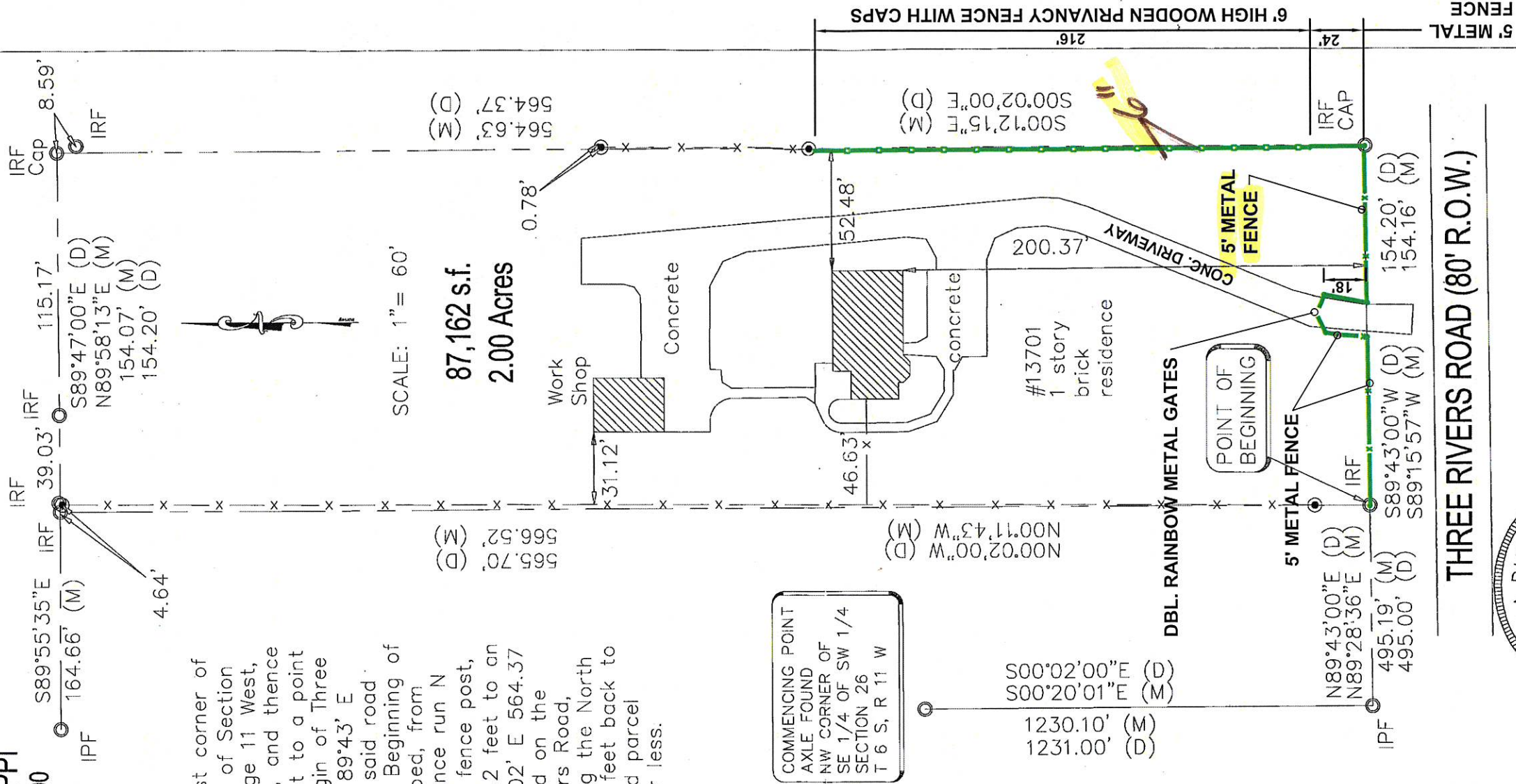
Gary A. Durbin, P.L.S. 2401
January 31, 2018



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

698

THREE RIVERS ROAD (80' R.O.W.)





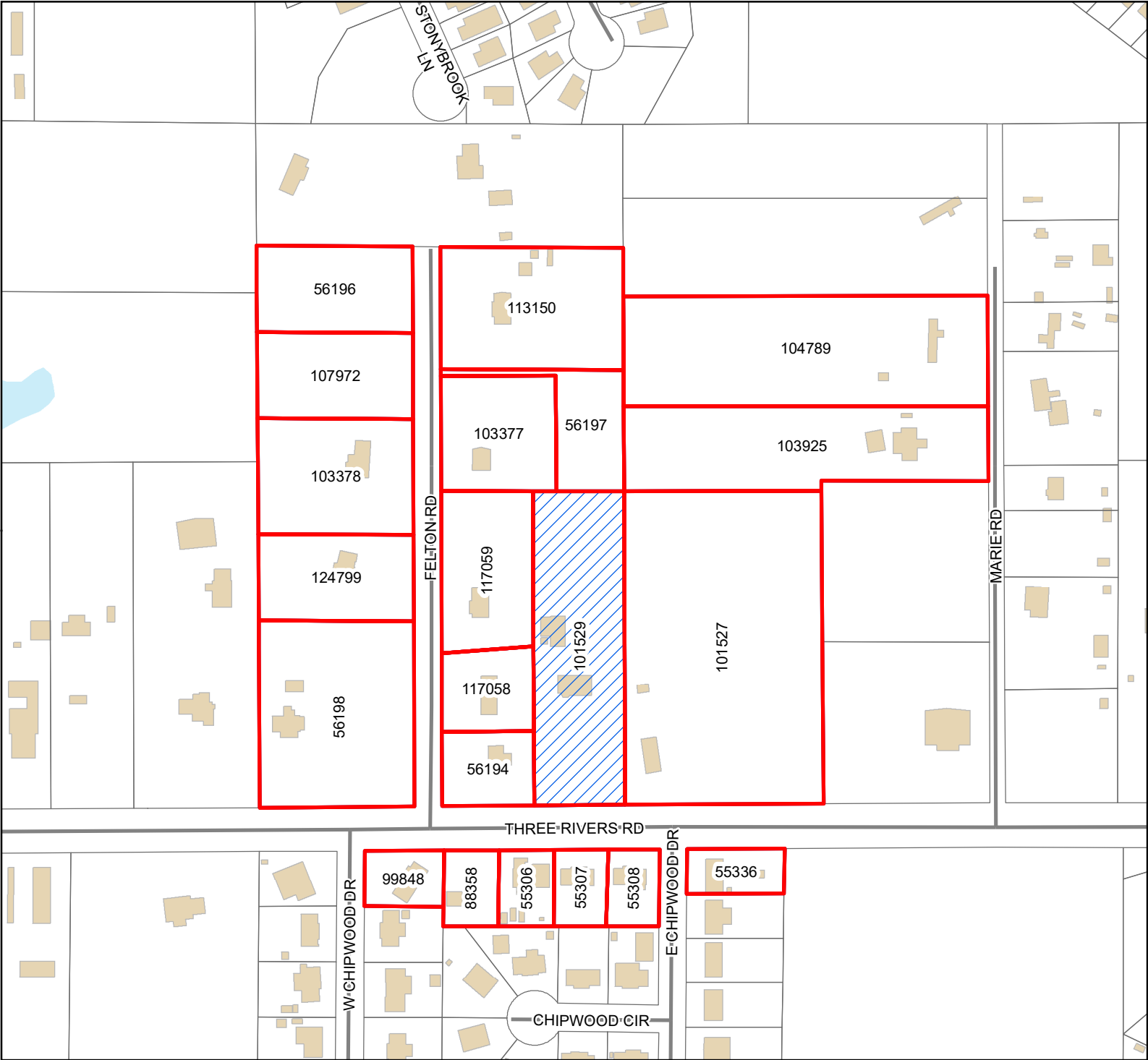
RE: Variance 2107ZB109, by owners Paul and Dawn Ellerman, tax parcel 0907E-01-033.000, Variance for fence height, 13701 Three Rivers Rd, Zoned R-1-15 (Single-family), Ward 6

To Applicants and Adjacent Property Owners:

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

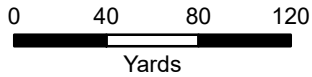
For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, July 15, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the 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 (091)	Name	Address	City	State	ZIP
Y	101529	0907E-01-033.000	ELLERMAN PAUL D & DAWN G	13701 THREE RIVERS RD	GULFPORT	MS	39503
N			Adjacent Property Owners				
Y	56196	0907E-01-028.000	SMITH CAROLYN F	14077 FELTON RD	GULFPORT	MS	39503
Y	103925	0907E-01-037.000	LANGFORD CLAUDE A & MARIE	14069 MARIE RD	GULFPORT	MS	39503
N	107972	0907E-01-026.000	SMITH CAROLYN F	14077 FELTON RD	GULFPORT	MS	39503
Y	113150	0907E-01-030.001	LADNER SYLVIA G & KEVIN W	14092 FELTON RD	GULFPORT	MS	39503
N	56197	0907E-01-030.000	LADNER SYLVIA G & KEVIN W	14092 FELTON RD	GULFPORT	MS	39503
Y	103377	0907E-01-031.000	DEVRIES EVELYN J & JEFFERY P	14056 FELTON RD	GULFPORT	MS	39503
Y	104789	0907E-01-038.000	BOSARGE CORY D	14081 MARIE RD	GULFPORT	MS	39503
Y	117058	0907E-01-032.001	HOLSTON JUDY D	13693 E THREE RIVERS RD	GULFPORT	MS	39503
Y	88358	0907L-01-019.000	DIAL RICHARD ALLAN FAMILY TRUST	104 CHIPWOOD CIRCLE	GULFPORT	MS	39506
Y	55308	0907L-01-016.000	PARKS TRACY ANTHONY	204 E CHIPWOOD DR	GULFPORT	MS	39503
Y	55307	0907L-01-017.000	PETERSEN RODGER E	13700 THREE RIVERS RD	GULFPORT	MS	39503
Y	103378	0907E-01-027.000	GOEBEL DAVID LEE & JENNIFER E	14057 FELTON RD	GULFPORT	MS	39503
Y	101527	0907E-01-034.000	HERRINGTON BRIDGET M	13721 THREE RIVERS RD	GULFPORT	MS	39503
Y	117059	0907E-01-032.002	CUNNINGHAM JUDY	14040 FELTON RD	GULFPORT	MS	39503
Y	55336	0907L-01-002.000	CARTWRIGHT JAMES R -L/E-	P O BOX 1303	BILOXI	MS	39533
Y	55306	0907L-01-018.000	WALLS KENNETH F	13692 THREE RIVERS RD	GULFPORT	MS	39503
Y	56194	0907E-01-032.000	HOLSTON JUDY S	13693 E THREE RIVERS RD	GULFPORT	MS	39503
Y	99848	0907L-01-019.001	HAYLES TERRY LEE	692 SHARP BLVD	GULFPORT	MS	39503
Y	56198	0907E-01-025.000	FELTON WILLIAM IRVIN	13647 THREE RIVERS RD	GULFPORT	MS	39503
Y	124799	0907E-01-025.001	DEVRIES JEFFERY P & EVELYN JOAN	14056 FELTON RD	GULFPORT	MS	39503



Legend

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



1 inch = 250 feet



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

MEMORANDUM

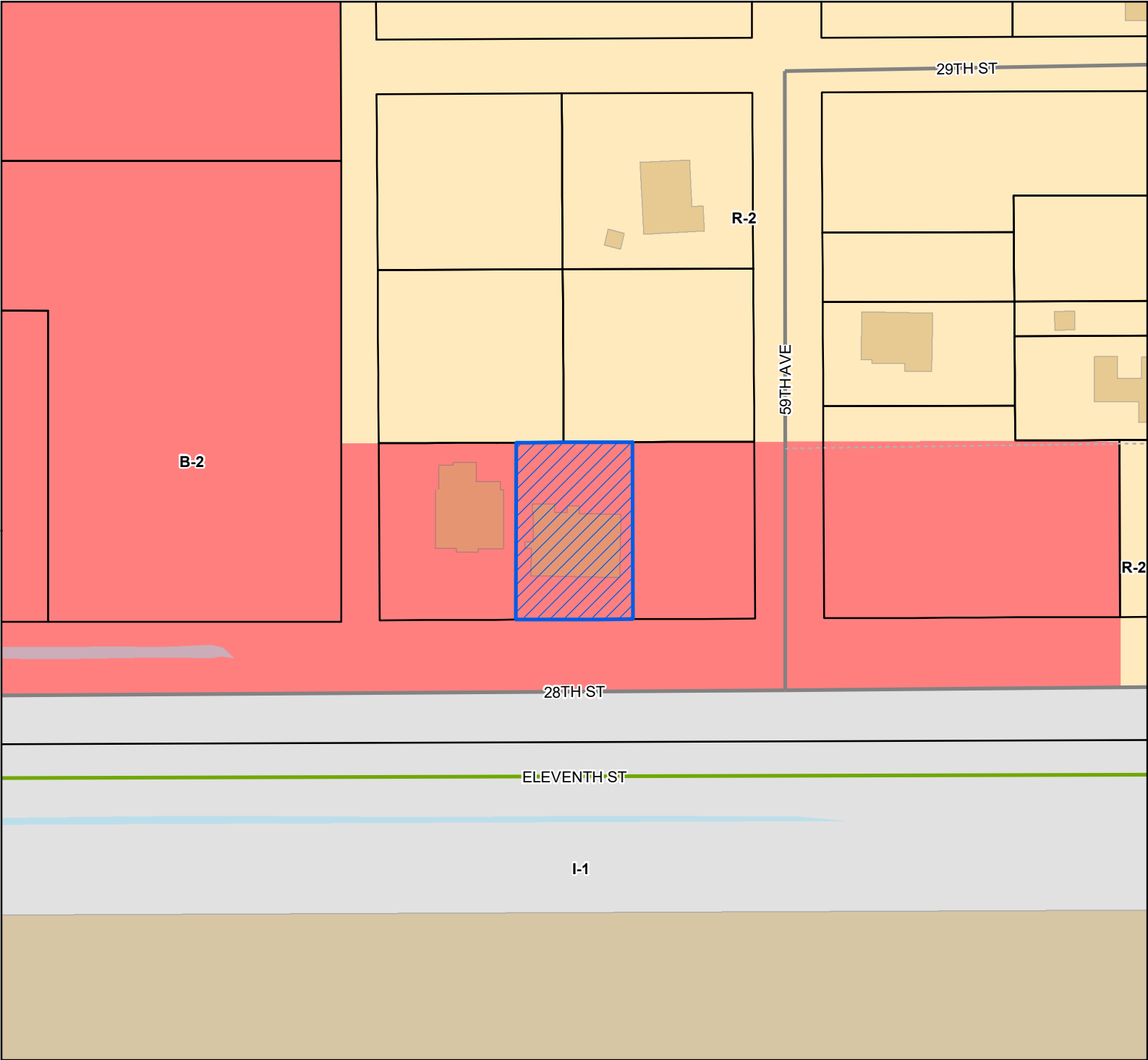
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2107ZB110:

Variance 2107ZB110, by agent Heinrich & Associates, tax parcel 0710M-01-012.005, Variance to back into the right-of-way, 5912 28th St, zoned B-2 (General business), Ward 1



Legend

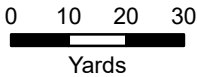
- Site
- Street
- Military Street
- Alley
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information

0710M-01-012.005
Zoning: B-2 (General business)
Size: 10,724 square feet
Flood: X



1 inch = 100 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.



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

For Staff Use Only

Case File #: 2107ZB110

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 0710M-01-012.005

Address of Property Involved: 5912 28th St, Gulfport, MS 39501
 Lot(s) 15-17, Block(s) 21, Subdivision Glen Terrace Subdivision
 General Location: Along the North side of 28th St, west of 59th Ave.

GENERAL DESCRIPTION OF REQUEST:

TO BACK UP IN CITY RIGHT-OF-WAY

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

Printed Name Of Owner

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

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.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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 authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT)

DEBORAH BARTHOLOMEW

ADDRESS (STREET, CITY, STATE, ZIP CODE)

19070 LONDON RD.; GPT MS. 39503

PHONE # (H)

228-731-3744

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

* SIGNATURE:

DB Bartholomew

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

SIGN:

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU:

Bobby Heinrich / Heinrich & Assoc

Section F (Attachment)

1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, buildings in the same district. (i.e., What is special about your property that you need to request a variance?)

The only way to access the subject property is to cross over a strip of city right-of-way fronting the subject property that runs parallel with 28th Street.

2. Demonstrate that special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)

The subject property is improved with a neighborhood retail-type commercial building that was constructed in 1969. The City of Gulfport acquired a right-of-way that runs parallel with 28th Street; which runs with the road frontage of the subject property; thus, requiring access to the city's right-of-way for ingress and egress to the subject property.

3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)

Denial would result in the subject property to continue to remain vacant until future development of the adjacent lot could be afforded; thus, allowing access from 59th Street.

4. Demonstrate how this literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district?)

Without access, the applicant will be deprived by not being able to use the existing property. Therefore, the economic return will be feasible.

5. Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the condition and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)

As stated above, the subject property was constructed in 1969 as a neighborhood-type, commercial use and currently has five existing marked parking spaces. Approval to access the city's right-of-way would only continue to allow the use of subject property.

Joseph and Deborah Bartholomew
19070 Landon Rd.
Gulfport, MS 39503

May 18, 2021

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

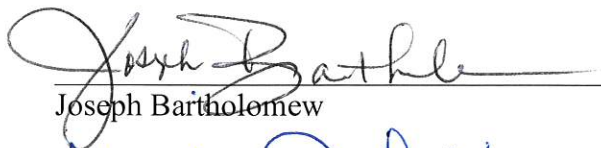
RE: **Agent Letter for Joseph and Deborah Bartholomew**
Tax Parcel No.: 0710M-01-012.005
5912 28th St., Gulfport, Mississippi 39501

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Joseph and Deborah Bartholomew** in any Planning Commission or City Council matters.

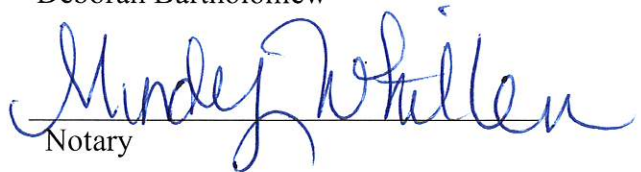
If you have any questions, please do not hesitate to contact me.

Sincerely,


Joseph Bartholomew


Deborah Bartholomew


Notary


Notary

My Commission Expires:



My Commission Expires:



I, HOUSTON TAYLOR, at 5914 28th Street, Gulfport, Mississippi 39503 has
no religious activities at this address anymore.



Sign

1 APR. 2021

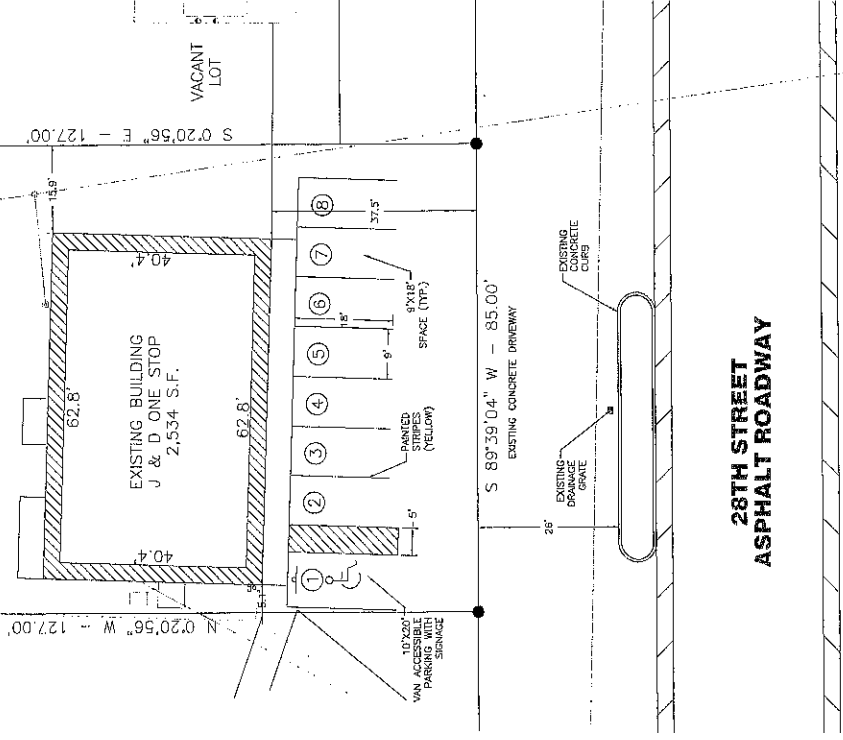
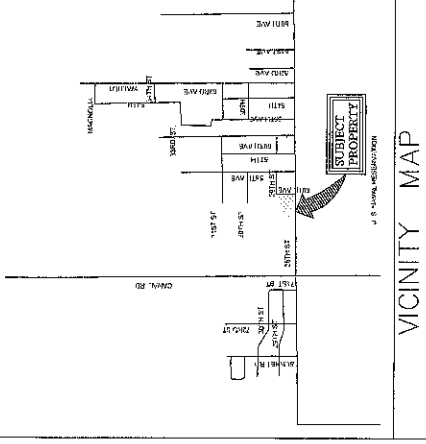
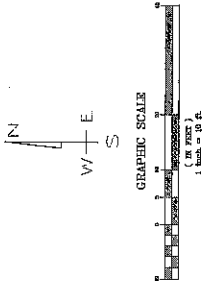
Date



4-1-2021
Sandra Walker
Harrison, MS

SUBJECT PROPERTY LIES WITHIN "X" & FLOOD ZONE SHOWN HEREON PER FEMA FLOOD ZONE MAP DATED JUNE 15, 2009

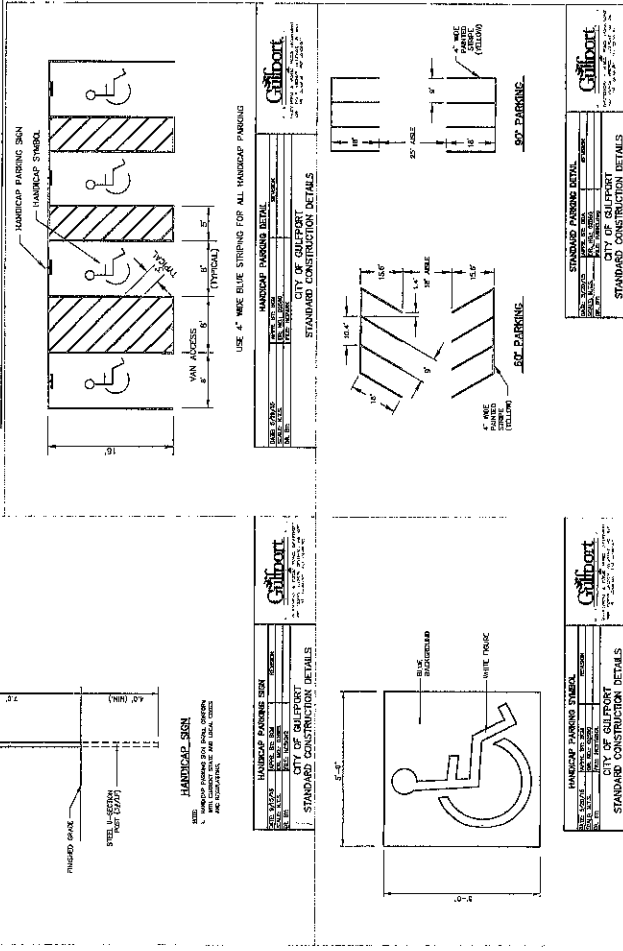
SITE DATA TABLE	
ZONING	B-2
ADSEAGE	246 AC
BUILDING AREA	2,534 SF
PARKING PROVIDED	10 SPACES, INCLUDES 1 V/C VAN ACCESSIBLE



28TH STREET
ASPHALT ROADWAY

PRELIMINARY SITE PLAN

SCALE: 1" = 10'-0"



NOTES:
 1. ALL SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE LICENSED, BUILDING/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS AND SIZES OF COMPONENTS AGAINST THE SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDING/CONTRACTORS SHALL VERIFY THE EXISTING CONDITIONS AGAINST THE PLANS AND THE CITY OF GULFPORT 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 BUILDING/CONTRACTOR.
 2. THE BUILDING/CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AGAINST THE PLANS AND THE CITY OF GULFPORT 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 BUILDING/CONTRACTOR.
 3. THE BUILDING/CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AGAINST THE PLANS AND THE CITY OF GULFPORT 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 BUILDING/CONTRACTOR.

PREPARED BY AND RETURN TO:

DON W. KING
ATTORNEY AT LAW
P.O. BOX 1378
BILOXI, MS 39533
228 435-1414

INDEXING: East 10' of Lot 14, Block 21 and Lots 15 through 25, Block 21 of Glen Terrace
Subdivision

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 considerations, the receipt and sufficiency of which is hereby
acknowledged, the undersigned

KAMIL HOLDINGS, LLC
2408 Bay Vista Drive
Biloxi, MS 39531
228 239-7180

do hereby sell, convey and warrant unto

JOSEPH ACKLAND BARTHOLOMEW AND DEBORAH BARTHOLOMEW
19070 Landon Road
Gulfport, MS 39503
228 346-3392

not as tenants in common, but as joint tenants with the right of survivorship in either, the
following described parcel of real property lying and being situated in the First Judicial District of
Harrison County, Mississippi, and being more particularly described as follows, to-wit:

The East 10' of Lot 14, all in Block 21 of Glen Terrace 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.

AND

Lots 15 through 25, both inclusive, all in Block 21 of Glen Terrace Subdivision, as per
the official map or plat thereof on file and of record in the office of the Chancery Clerk of
Harrison County, Mississippi, in Section 31, Township 7 South, Range 11 West.

The above described property is subject to any restrictive covenants, mineral reservations and easements of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

IT IS AGREED AND UNDERSTOOD that taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantor agrees to pay to said Grantees or their assigns any deficit on an actual proration.

WITNESS my signature, this the 22 day of SEPTEMBER, 2020.

KAMIL HOLDINGS, LLC

ASAD ARIF

ASAD ARIF, MEMBER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the State and County aforesaid, the within named ASAD ARIF, MEMBER OF JAMIL HOLDINGS, LLC, who acknowledged to and before me that he executed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER my hand and official seal of office, this the 22 day of SEPTEMBER, 2020.



My Commission Expires
July 1, 2022

Judy Behms
NOTARY PUBLIC

PERMITS/INSP PAYMENT RECPT#: 10704741
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/27/21 TIME: 09:19
CLERK: sqlll DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

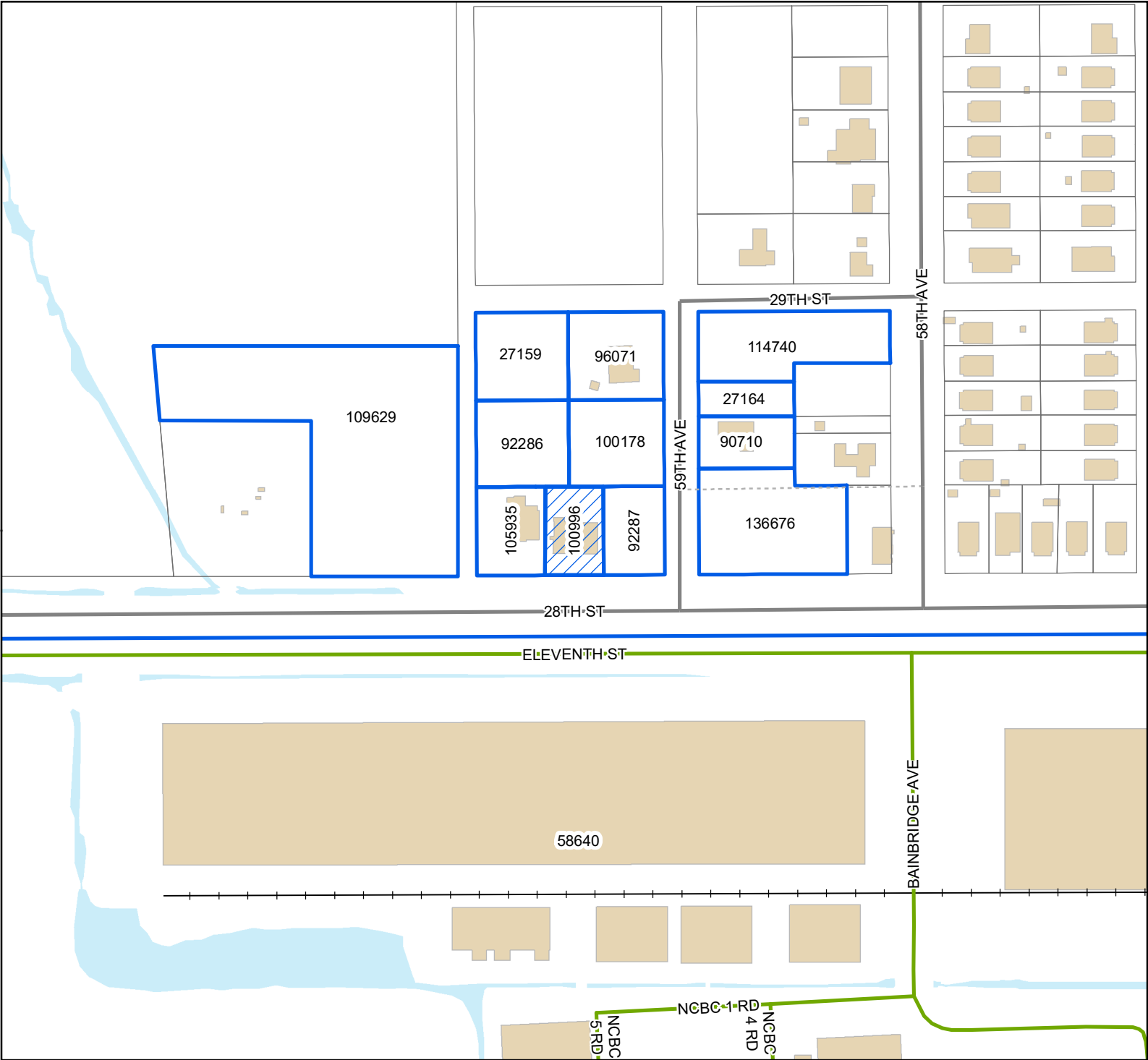
AMOUNT PAID: 75.00

PAID BY:

PAYMENT METH: CHECK
8794

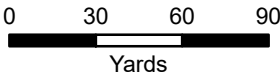
REFERENCE:

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



Legend

- Site
- Adjacent Properties
- Street
- Military Street
- Alley
- Railroad
- Buildings
- Water Features



1 inch = 200 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	100996	0710M-01-012.005	BARTHOLOMEW JOSEPH A & DEBORAH	19070 LANDON ROAD	GULFPORT	MS	39503
			Heinrich & Associates	1806 23rd Ave Suite B	GULFPORT	MS	39501
Adjacent Property Owners							
n	100178	0710M-01-012.004	BARTHOLOMEW JOSEPH A & DEBORAH	19070 LANDON ROAD	GULFPORT	MS	39503
n	92287	0710M-01-012.002	BARTHOLOMEW JOSEPH A & DEBORAH	19070 LANDON RD	GULFPORT	MS	39503
	105935	0710M-01-012.006	GRAND SOUTHERN VENTURES LLC	P O BOX 478	LOUISVILLE	MS	39339
	136676	0710M-01-013.008	IOWA PROPERTY INVESTMENTS LLC	1715 21ST AVE	GULFPORT	MS	39501
	96071	0710M-01-012.003	MASON ELIZABETH A	2821 59TH AVE	GULFPORT	MS	39501
	114740	0710M-01-013.007	MASON TERRELL	521 25 1/2 ST	GULFPORT	MS	39501
	92286	0710M-01-012.001	MAY HUBERT H JR	9300 COCONUT DR	OCEAN SPRINGS	MS	39564
	109629	0710M-01-053.003	MCGILL PROPERTIES INC	P O BOX 2163	GULFPORT	MS	39505
n	27164	0710M-01-014.000	MEDRANO ERNESTO	2822 59TH AVE	GULFPORT	MS	39501
	90710	0710M-01-013.000	MEDRANO ERNESTO & FLORES MARITZA	2822 59TH AVE	GULFPORT	MS	39501
	58640	0711F-01-001.000	U S GOVT	4802 JEFFERSON AVE	GULFPORT	MS	39501
	27159	0710M-01-012.000	WARD JOSEPH BENJAMIN	25429 PECAN RD	PASS CHRISTIAN	MS	39571

RE: Variance 2107ZB110, by agent Heinrich & Associates, tax parcel 0710M-01-012.005, Variance to back into the right-of-way, 5912 28th St, zoned B-2 (General business), Ward 1

To Applicants and Adjacent Property Owners:

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

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, July 15, 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

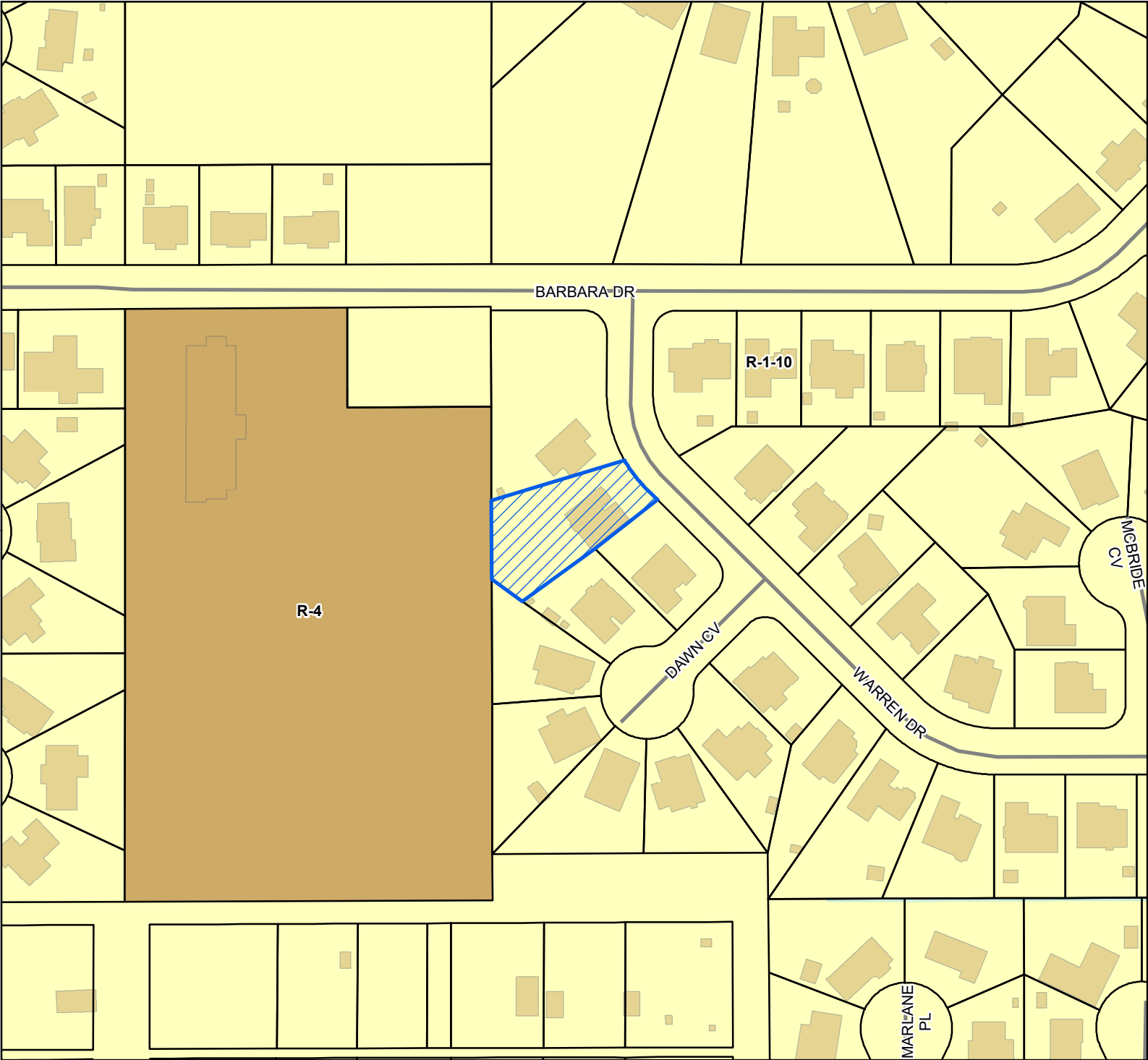
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2107ZB111:

Variance 2107ZB111, by agent Sanon Alphonso, tax parcel 0808F-01-001.113, Variance for fence height, 15105 Warren Dr, Zoned R-1-10 (Single-family), Ward 7



Site

Street

Parcels

Buildings

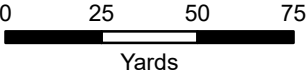
Water Features

Zoning

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

R-4 - General Residence (High Density)

Site Information
0808F-01-001.113
Zoning: R-1-10 (Single-family)
Size: 15,052 sq ft
Flood: X



1 inch = 150 feet



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

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	8	0	8	F

 -

0	1

 -

0	0	1

 .

1	1	3

For Staff Use Only

Case File #: 21072B111Date Received: 6/1/21

Receipt #: _____

Received By: CLZoning: R-1-10Ward: 7 Flood: XSize: 15052 ft²

(If necessary, use separate sheet of paper)

Address of Property Involved: 15105 WARREN DR GULFPORT, MS 39503Lot(s) 21, Block(s) _____, Subdivision NORTHWOOD HILLSGeneral Location: Orange Grove neighborhood, east of Hwy 49

GENERAL DESCRIPTION OF REQUEST:

Requesting 8' foot solid fence in lieu of 6' foot fence
in backyard.

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

DAISHA ROLLINS

Printed Name Of Owner

15105 WARREN DR

Mailing Address

GULFPORT MS 39503

City

State

Zip code

720-7256440

Home Phone

Work/Cell Phone

Email

DAISHA.LATRECE@OUTLOOK.COM

Signature Of Owner

AGENT

Sanon Alphonso

Printed Name Of Agent

15105 Warren Dr

Mailing Address

Gulfport MS 39503

City

State

Zip code

770-374-0204

Home Phone

Work/Cell Phone

Email

sanonmail07@gmail.com

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.

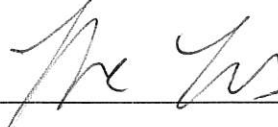


Designation of Agent

I, Daisha Rollins, being owner of the property 15105 Warren Dr, Gulfport, MS 39503
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Sanon Alphonso to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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


Signature

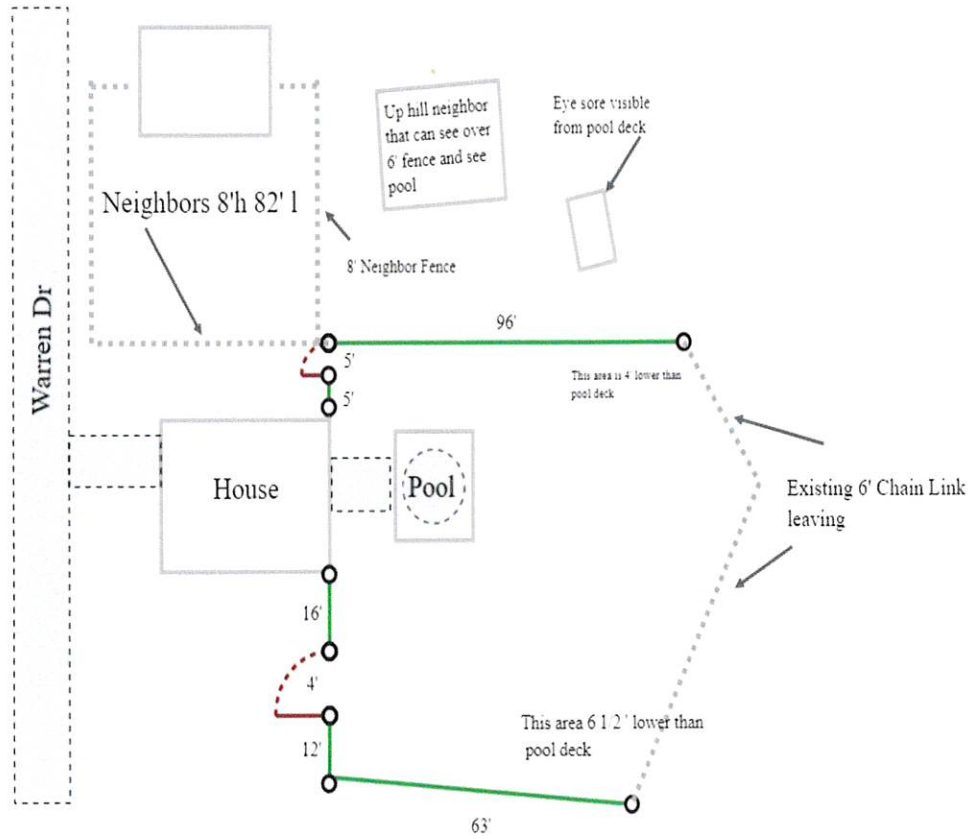
1 JUN 21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 1st day of June, 2021


Notary Public







Covenant Affidavit

I, Daisha Rollins, being owner or agent of the property 15105 Warren Dr Gulfport, MS
PRINT NAME PRIMARY ADDRESS OR PARCEL 39503

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

[Signature]
Signature

1 JUN 21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 1st day of June, 2021

[Signature]
Notary Public



Commission Expiration

Addition 1 Standards for a variance fence approval

1. The 8' Foot fence will provide additional safety around my home. The elevation of my yard is lower than my two neighbors to the north and south. I have an inground pool that is visible with a 6' Foot fence. The 8' Foot fence would provide safety & privacy.
2. The visual impact would be beneficial to all neighboring properties. There would be 42' of fencing within the line of sight of Warren Dr that would be 82' from the street.
3. The neighbors to my left are higher than me and have a direct line of sight into my backyard and pool. There would be a 96' fence put in place to replace the currently damaged 6' fence. This would allow added privacy and safety for both homes. The neighbors to my right would also benefit from 63' of fencing as the previous 6' fencing was completely destroyed by a storm prior to me purchasing the home.
4. W/A
5. The neighbors to my left have many visual and possibly hazardous nuisances in their backyard. The 8' fence would block these items.
6. There will be no impact to neighboring properties. The neighbor to my left will utilize this fence as ~~there~~ their back fence. The neighbor to my right will utilize this fence as their left fence. There are no obstructions.

1. THE ELEVATION OF MY HOUSE IS LOWER THAN MY TWO NEIGHBORS TO THE SOUTH. I HAVE AN IN GROUND POOL
 ↳ ALONG THE PROPERTY LINES — IT IS SIGNIFICANTLY LOWER THAN MY POOL DECK. WITH A 6' FOOT FENCE — THE NEIGHBORS CAN STILL SEE ME BY THE POOL.
2. WE JUST PURCHASED THE HOUSE & WOULD LIKE SOME PRIVACY
3. THE NEIGHBORS TO MY LEFT ARE HIGHER THAN ME & HAVE A DIRECT LINE OF SIGHT INTO MY BACK YARD & POOL.
 NEIGHBOR TO THE RIGHT OF US IS POSITIONED TO BE NOT SO INTRUSIVE, BUT THAT SIDE OF MY YARD IS ABOUT 6 1/2 FOOT LOWER THAN POOL DECK
4. I FEEL THAT ALL PROPERTIES SHOULD HAVE THE RIGHT TO A REASONABLE AMOUNT OF PRIVACY & THAT BY MAKING A SMALL CONCESSION WOULD ALLOW ME THAT RIGHT & WELL AS IMPROVE MY PROPERTY VALUE
5. I THINK NOT. IT'S IN MY BACK YARD & WAS AS THE NEIGHBORS. NOT VISIBLE FROM THE STREET. THE REAR OF THE PROPERTY IS WOODEN & I WOULD NOT BE PUTTING A FENCE THERE.
6. WITH PLANNING APPROVAL



hazardous
items

eye sore







UNOFFICIAL



John 1st Judicial District
Instrument 2021 6511 D -J1
Filed/Recorded 5/14/2021 11:41 A
Total Fees \$ 26.00
2 Pages Recorded

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

Grantors:
Timothy Pittman
Darren Cullen
12083 Coles Cove
Gulfport, MS 39503
(228) 342-1976

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

Grantee:
Daisha L. Rollins
15105 Warren Drive
Gulfport, MS 39503
(720) 725-6440

File No. Z219624N

UNOFFICIAL

INDEXING INSTRUCTIONS: Lot 21, Northwood Hills S/D, Ph. 7, Pt. 4, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, **Timothy Pittman and Darren Cullen**, do hereby sell, convey and warrant unto **Daisha L. Rollins**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot Twenty-One (21), Northwood Hills Subdivision, Phase Seven (7), Part Four (4), a subdivision according to a map or plat thereof which is on file of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 44, at Page 17, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to Timothy Pittman and Darren Cullen, by Warranty Deed recorded in Instrument No. 2007-6391-D-J1, Land Deed Records of Harrison County, Mississippi.

UNOFFICIAL

UNOFFICIAL

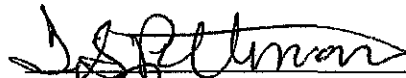
If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is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

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

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

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS OUR SIGNATURES, on this the 5th day of MAY, 2021.


Timothy Pittman


Darren Cullen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ACKNOWLEDGMENT
UNOFFICIAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Timothy Pittman and Darren Cullen**, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 5th day of MAY, 2021.

(AFFIX SEAL)

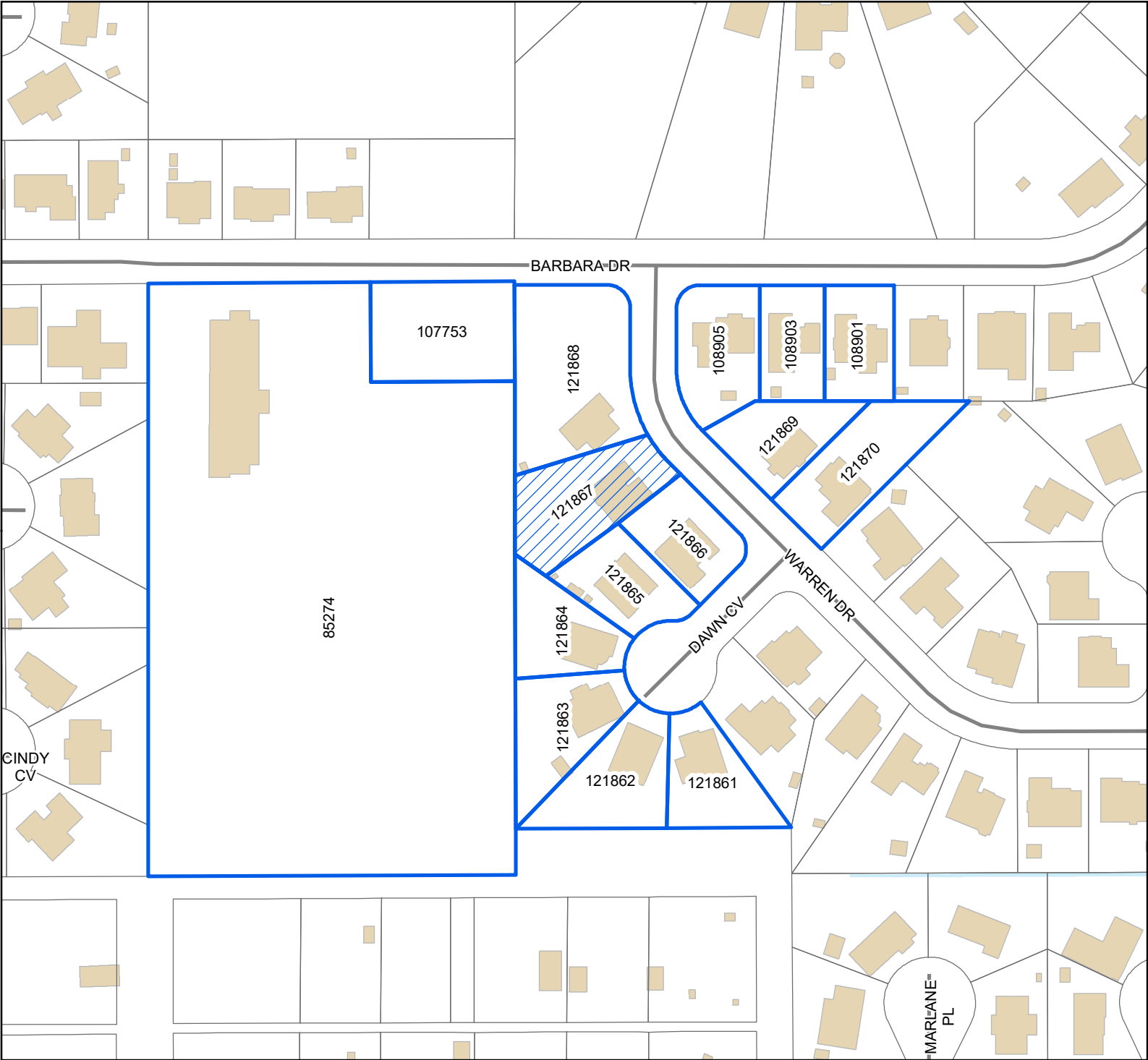


My commission expires

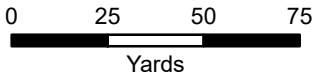

NOTARY PUBLIC

UNOFFICIAL

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			DASHIA ROLLINS (OWNER)	15105 WARREN DRIVE	GULFPORT	MS	39503
Y			SANON ALPHONSO (AGENT)	15105 WARREN DRIVE	GULFPORT	MS	39503
Adjacent Property Owners							
	121866	0808F-01-001.112	BUNN JASON RYAN	14663 DAWN COVE	GULFPORT	MS	39503
	85274	0808F-01-001.000	CARLOW MANOR INC	120 REYNOIR ST	BILOXI	MS	39533
	121867	0808F-01-001.113	CULLEN DARREN & PITTMAN TIMOTHY	15105 WARREN DRIVE	GULFPORT	MS	39507
	121864	0808F-01-001.110	GATLIN CRYSTAL M	14655 DAWN COVE	GULFPORT	MS	39503
	121863	0808F-01-001.109	HARLAN CALEB A & CARA J	14651 DAWN COVE	GULFPORT	MS	39503
	121865	0808F-01-001.111	HARPER VERNELL & FRANKIE M	14659 DAWN COVE	GULFPORT	MS	39503
	121861	0808F-01-001.107	KROHN SUSAN D -TRUSTEE-	PO BOX 27129	HOUSTON	TX	77227
	121870	0808F-01-001.116	NSOI MUNG JAULA	15096 WARREN DR	GULFPORT	MS	39503
	121869	0808F-01-001.115	RAINE LEKISHA L	15100 WARREN DR	GULFPORT	MS	39503
	121868	0808F-01-001.114	SMITH KAY & THOMAS JOSEPH	15109 WARREN DR	GULFPORT	MS	39503
	107753	0808F-01-001.003	STATE OF MISS 6/8/2020	P O BOX 136	JACKSON	MS	39205
	108901	0808F-01-001.015	TABOR BRUCE A & LINDA	15125 BARBARA DR	GULFPORT	MS	39503
	121862	0808F-01-001.108	WALDROP TIMOTHY L & JUDITH D	14650 DAWN COVE	GULFPORT	MS	39503
	108905	0808F-01-001.017	WILKINSON WILLIAM H IV & PATRICIA A	15139 BARBARA DR	GULFLPORT	MS	39503
	108903	0808F-01-001.016	WISSLER REBECCA E & NICHOLAS W	15131 BARBARA DR	GULFPORT	MS	39503



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



1 inch = 150 feet



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RE: Variance 2107ZB111, by agent Sanon Alphonso, tax parcel 0808F-01-001.113, Variance for fence height, 15105 Warren Dr, Zoned R-1-10 (Single-family), Ward 7

To Applicants and Adjacent Property Owners:

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

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, July 15, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

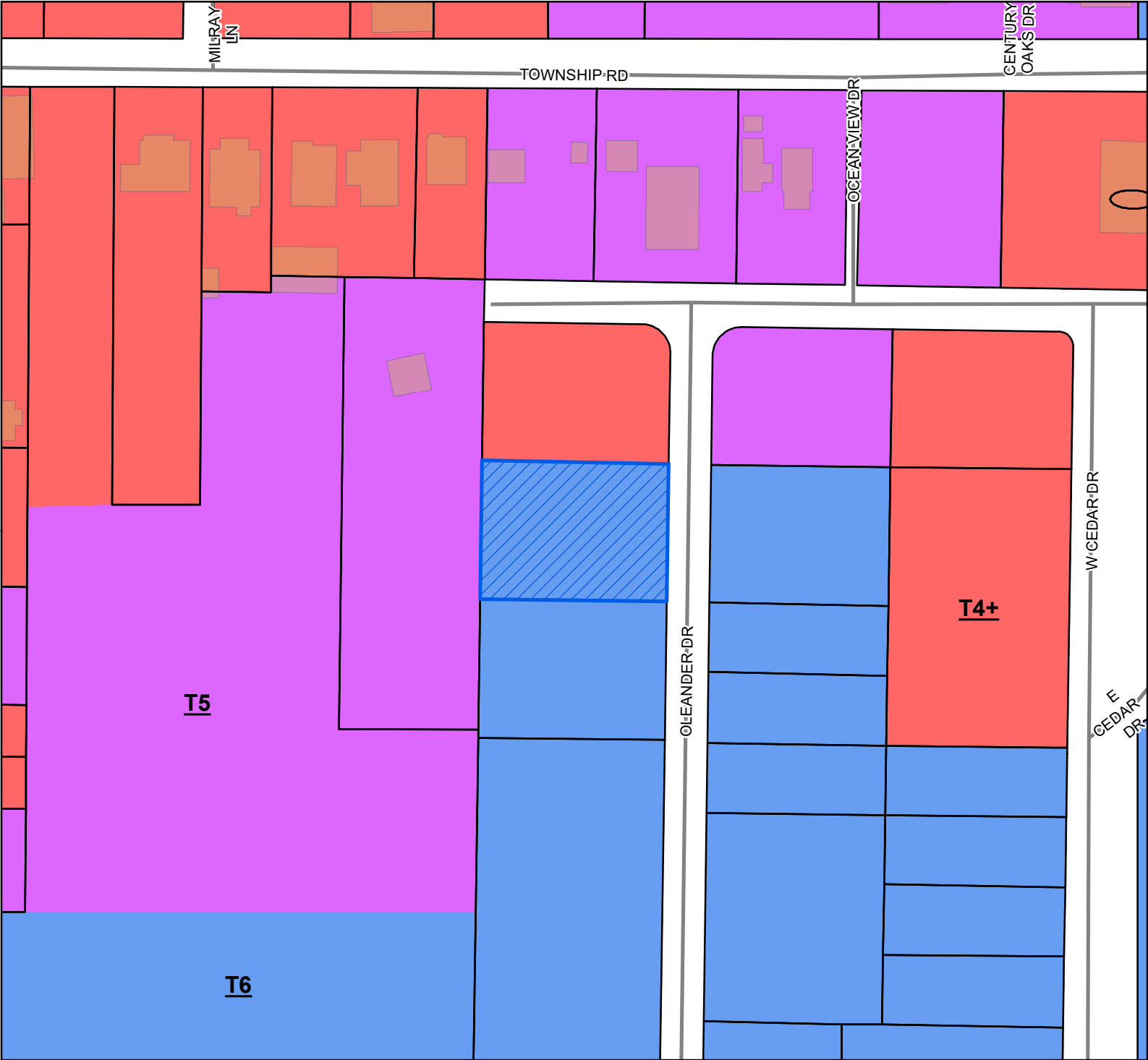
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

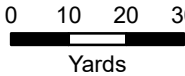
Re: Variance 2107ZB112:

Variance 2107ZB112, by agent Greg Smith, tax parcel 1011D-01-026.000, Variance for lot width, area, 157 Oleander Dr, Zoned T5 (Urban Center Zone), Ward 2.



- Site
- Street
- Parcels
- Buildings
- Smart Code**
 - T6
 - T5
 - T4+

Site Information
1011D-01-026.000
Zoning: T6 (General business)
Size: 13,494 square feet
Flood: AE, 0.2% Annual



1 inch = 100 feet



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\$ 75.00



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

For Staff Use Only

Case File #: 21072B112Date Received: 6/1/21

Receipt #: _____

Received By: MW

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 1011P - 01 - 026 . 000

					-					-					.				
					-					-					.				
					-					-					.				

Address of Property Involved: 157 Oleander DriveLot(s) 53 & 54, Block(s) _____, Subdivision Lakeland Subd.General Location: North of U.S. Hwy 90, West of Cowan Rd, South of Township Rd

GENERAL DESCRIPTION OF REQUEST:

A VARIANCE FROM THE 60' MINIMUM STREET FRONTAGE AND 7500
MINIMUM SQUARE FOOTAGE REQUIREMENT FOR EACH OF THESE
LOTS TO BUILD SINGLE FAMILY HOMES. Lot 53-49.79 width
EACH LOT- 6746.54 SF OWNERSHIP AND CERTIFICATION: Lot 54- 49.79, width

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

Matthew Allen & Hillary Allen

Printed Name Of Owner

10812 Shaw Ct.

Mailing Address

ParkerCO80134

City

State

Zip code

720-883-7828720-788-6272

Home Phone

Work/Cell Phone

hillary.l.allen@gmail.com

Email

M. Allen Hillary Allen

Signature Of Owner

Greg Smith

Printed Name Of Agent

P.O. Box 7704

Mailing Address

GulfportMS39506

City

State

Zip code

228-263-3456

Home Phone

Work/Cell Phone

gt.smith1225@gmail.com

Email

Greg Smith

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.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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 authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Matthew E Allen

ADDRESS (STREET, CITY, STATE, ZIP CODE) 10812 Shaw Ct. Parker, CO 80134

PHONE # (H) _____ (WK/CELL) 720-788-6272

TAX PARCEL NUMBER(S) OWNED 1011 D-01-026.000

SIGNATURE: M. Allen

NAME OF OWNER (PRINT) Hillary L. Allen

ADDRESS (STREET, CITY, STATE, ZIP CODE) 10812 Shaw Ct. Parker, CO 80134

PHONE # (H) _____ (WK/CELL) 720-883-7828

TAX PARCEL NUMBER(S) OWNED 1011 D-01-026.000

SIGN: Hillary L Allen

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

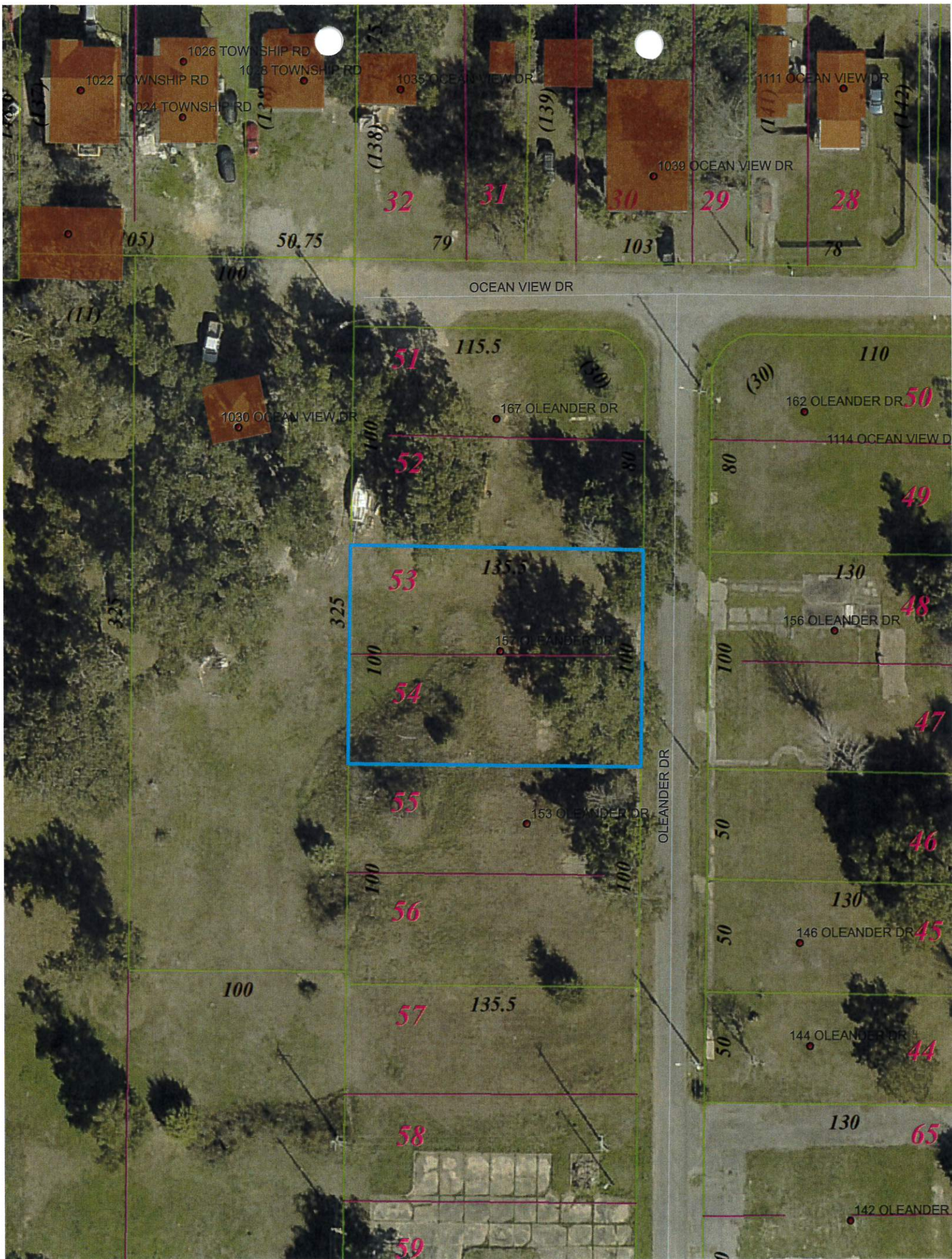
PHONE # (H) _____ (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____



F

1. I am requesting a variance for this property because it will be consistent with this neighborhood. Other homes are built and being built on this size lot in the area. *These sized lots allow for more affordable homes.*
2. Lakeland Subdivision was platted with these lots over fifty years ago and it would be a better use of the available land for homes on this size lot.
3. By granting the variance, it would ~~be~~ increase property values and taxes. *Smaller lots would allow for more affordable homes.*
4. This size lot allows for the development of homes that are more reasonably priced.
5. I do not believe that I will receive any special benefits that others in this area have not received.
6. These variances are permitted with planning and zoning approval by the City of Gulfport.



Covenant Affidavit

I, Greg Smith, being owner or agent of the property 157 Oleander
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Greg Smith
Signature

6-1-2021
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 1st day of June, 20 21

Matilda Welch
Notary Public



May 28, 2021

To Whom it May Concern,

We, the undersigned owners of:

157 Oleander Drive Gulfport, MS,
Tax Parcel# 1011D-01-026.000
Lots 53 & 54

do authorize Greg Smith to act as our agent in subdividing the
aforementioned property.



Matthew E. Allen



Hillary L. Allen

Notary Form

State of: Colorado

County of: Douglas

On 05 / 28 / 2021 before me, Krencida Johnston
(notary)

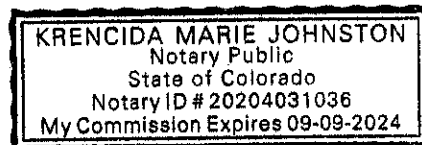
Personally appeared, Matthew Allen and Hillary Allen
(signers)

☒ Personally known to me

OR

☐ Proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and has hereby
acknowledged to me that he/she/they have executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal



Krencida Johnston
Notary Signature

Krencida Johnston
Print Name



SCANNED



John R. Simpson 1st Judicial District
Instrument 2021 5797 D - J1
Filed/Recorded 4/30/2021 08:05 A
Total Fees \$ 26.00
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:
Harrison County, Mississippi

Lots 53 and 54, Lakeland Subdivision; First Judicial District of

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,

**DENNIS DEXTER AS CO-TRUSTEE AND MAURICE MILLEUR
AS CO-TRUSTEE FOR AND ON BEHALF OF THE
DEXTER-MILLEUR REVOCABLE LIVING TRUST
DATED MAY 18, 2010
609 SW ARBORETUM CIR.
PORTLAND, OR 97221
(503) 477-8242**

do hereby sell, convey and warrant unto:

**MATTHEW E. AND HILLARY L. ALLEN
10812 SHAW CT.
PARKER, CO 80134
(720) 788-6272)**

As Joint Tenants with full rights of survivorship, the following described real property situated and located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

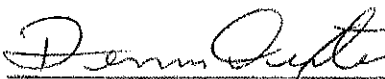
(See Exhibit A attached)

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 2021 are prorated between the Grantor and the Grantees with the Grantees paying same when due.

WITNESS THE SIGNATURES of the Grantor, this the 12th day of April, 2021.

**DEXTER-MILLEUR REVOCABLE LIVING TRUST
DATED MAY 18, 2010**

BY: 
DENNIS DEXTER, CO-TRUSTEE

BY: 
MAURICE MILLEUR, CO-TRUSTEE

STATE OF Oregon

COUNTY OF Multnomah

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, within my jurisdiction, the within named DENNIS DEXTER, who acknowledged to me that he is Co-Trustee, and that for and on behalf of said Trust, and act and deed, he executed the above and foregoing instrument, after having been duly authorized by said company so to do.

SWORN TO AND SUBSCRIBED BEFORE ME this, the 23rd day of April, 2021.

Marie C. Gallaway
NOTARY PUBLIC

My Commission Expires:

July 02, 2023



STATE OF Oregon

COUNTY OF Multnomah

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State, within my jurisdiction, the within named Maurice Milleur, who acknowledged to me that he is Co-Trustee, and that for and on behalf of said Trust, and act and deed, he executed the above and foregoing instrument, after having been duly authorized by said company so to do.

SWORN TO AND SUBSCRIBED BEFORE ME this, the 23rd day of April, 2021.

Marie C. Gallaway
NOTARY PUBLIC

My Commission Expires:

July 02, 2023



EXHIBIT "A"

Lots Fifty-three (53) and Fifty-four (54), of Lakeland 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.

The above-described property is not now nor has it ever been a part of the homestead of the grantors herein.

PERMITS/INSP PAYMENT RECPT#: 10709525
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 06/01/21 TIME: 15:27
CLERK: bchapman DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
4910

REFERENCE:

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



ELEVATION BASIS:

ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY ON-LINE POSITIONING USER SERVICE (OPUS) SOLUTIONS REPORTS, (GEOID16 NAVD83) HAVING AN ESTIMATED VERTICAL PRECISION = 0.033M (0.11' +/-)

VERTICAL TIES WERE MADE TO CITY OF GULFPORT BENCHMARK #S-082-07, 0.2' +/- SHOULD BE ADDED TO ELEVATIONS SHOWN HEREON TO CORRESPOND WITH CURRENT CITY OF GULFPORT BENCHMARK DATA.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- WOODEN MONUMENT FOUND
- POWER POLE
- SEWER MANHOLE

SURVEY 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 2204702000, DATED JUNE 16, 2009.
3. BEARINGS SHOWN HEREON ARE DERIVED BY TRUE GRID NORTH BY G.P.S. OBSERVATION, V.L.S. NETWORK, NAD 83 (GCRS 83) (EPSG:2202.0000).
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.
5. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

BENCHMARK:
P.K. HAIL SET
W/METAL TAG
ELEV. = 10.8'

NOTE:
REDUCTION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET. ULTRA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.



THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GENE PAUL STENUM, P.L.S. #2752 DATE OF FIELD SURVEY

A SURVEY OF LOTS 53 AND 54, LAKELAND SUBDIVISION, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

SCALE: 1" = 20'	APPROVED: GPS	PARTY CHIEF: RPW	DRAWN BY: MCG
DATE: APRIL 25, 2021			REVISED:
FOR: GREG SMITH 3923 WASHINGTON AVE. GULFPORT, MS. 39506 STENUM SURVEYING, LLC. 24008 SUCCESS ROAD SAUCIER, MISSISSIPPI 39574			
PHONE: (228) 263-3456			DRAWING NUMBER: 19153 LOT 53 AND 54.dwg

OCEAN VIEW DRIVE

OLEANDER DRIVE

LOT 53
8,747 SQ.FT.
VACANT

LOT 54
6,747 SQ.FT.
VACANT

LAKELAND SUBDIVISION
PLAT BOOK 16, PAGE 29
(MAY 1974)

RE-PLAT LAKELAND
SUBDIVISION
PLAT BOOK 15, PAGE 42
(APRIL 1, 1963)

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.

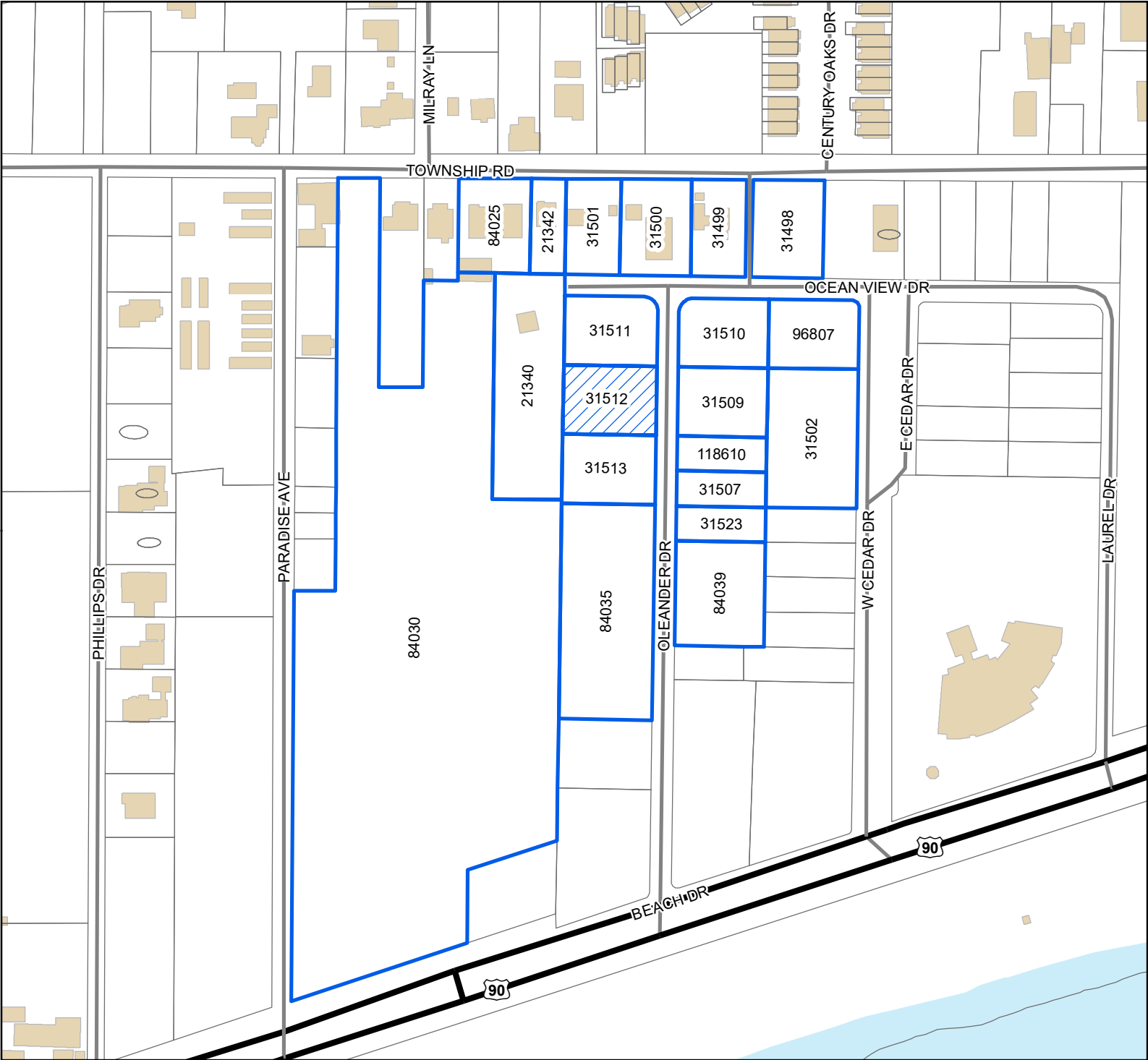
DEED DESCRIPTION: INSTRUMENT # 2011-0001311-D-J1

LOTS FIFTY-THREE (53) AND FIFTY-FOUR (54), OF LAKELAND 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 OF COUNTY, MISSISSIPPI.

EXPLANATION OF FLOOD ZONES

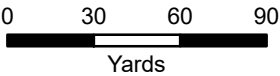
(OBTAINED FROM F.I.R.M. DESCRIBED HEREON)

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.
LMWA	Limit of Moderate Wave Action (LMWA)-This is a line within the SFHA designated Zone AE on a DFIRM that marks the inland limit of the area inundated by the 1-percent-annual-chance, 1.5-foot breaking waves. The LMWA is provided on the DFIRM, for informational purposes, because these moderate waves can cause damage to structures; the damage would not be as severe as the damage caused by the 1-percent-annual-chance, 3-foot breaking waves.



Legend

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



1 inch = 200 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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	31512	1011D-01-026.000	Matthew & Hillary Allen	10812 Shaw Ct	Parker	CO	80134
			Greg Smith	PO Box 7704	GULFPORT	MS	39506
			Adjacent Property Owners				
	84039	1011D-01-034.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
	118610	1011D-01-038.001	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
n	31507	1011D-01-036.000	BURKE KAY FRANCES	1163 NURSERY AVE	METAIRIE	LA	70005
	31510	1011D-01-039.000	CHIVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
	84030	1011D-01-023.000	DHAC REAL ESTATE LLC	853 E VALLEY BLVD	SAN GABRIEL	CA	91776
	31513	1011D-01-027.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
n	21340	1011D-01-024.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
	31511	1011D-01-025.000	MOZINGO JOHN C III & MARY EVELYN	167 OLEANDER DR	GULFPORT	MS	39507
	31509	1011D-01-038.000	NELSON LINDA G	2501 GULF AVE #19	GULFPORT	MS	39501
	31523	1011D-01-035.000	PERKINS WILLIAM W & BETTY-TRUSTEES-	415 NATCHEZ RD	BROOKHAVEN	MS	39601
	31502	1011D-01-040.000	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
	96807	1011D-01-040.001	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	84025	1011D-01-012.000	SMITH ROBERT E JR	142 BENACHI AVE	BILOXI	MS	39530
	21342	1011D-01-011.000	SMITH ROBERT E JR	PO BOX 444	BILOXI	MS	39533
	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
	84035	1011D-01-028.000	TANNER RICHARD M	3631 PERRYMAN RD	OCEAN SPRINGS	MS	39564
	31501	1011D-01-010.000	TILLINGHAST RENA OLIVIA	20589 SCARBOROUGH RD	SAUCIER	MS	39574
	31498	1011D-01-007.000	WARREN BENJAMIN MICHAEL	150 GREEN BAY CIRCLE	DAPHNE	AL	36526

RE: Variance 2107ZB112, by agent Greg Smith, tax parcel 1011D-01-026.000, Variance for lot width, area, 157 Oleander Dr, Zoned T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

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

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, July 15, 2021**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

MEMORANDUM

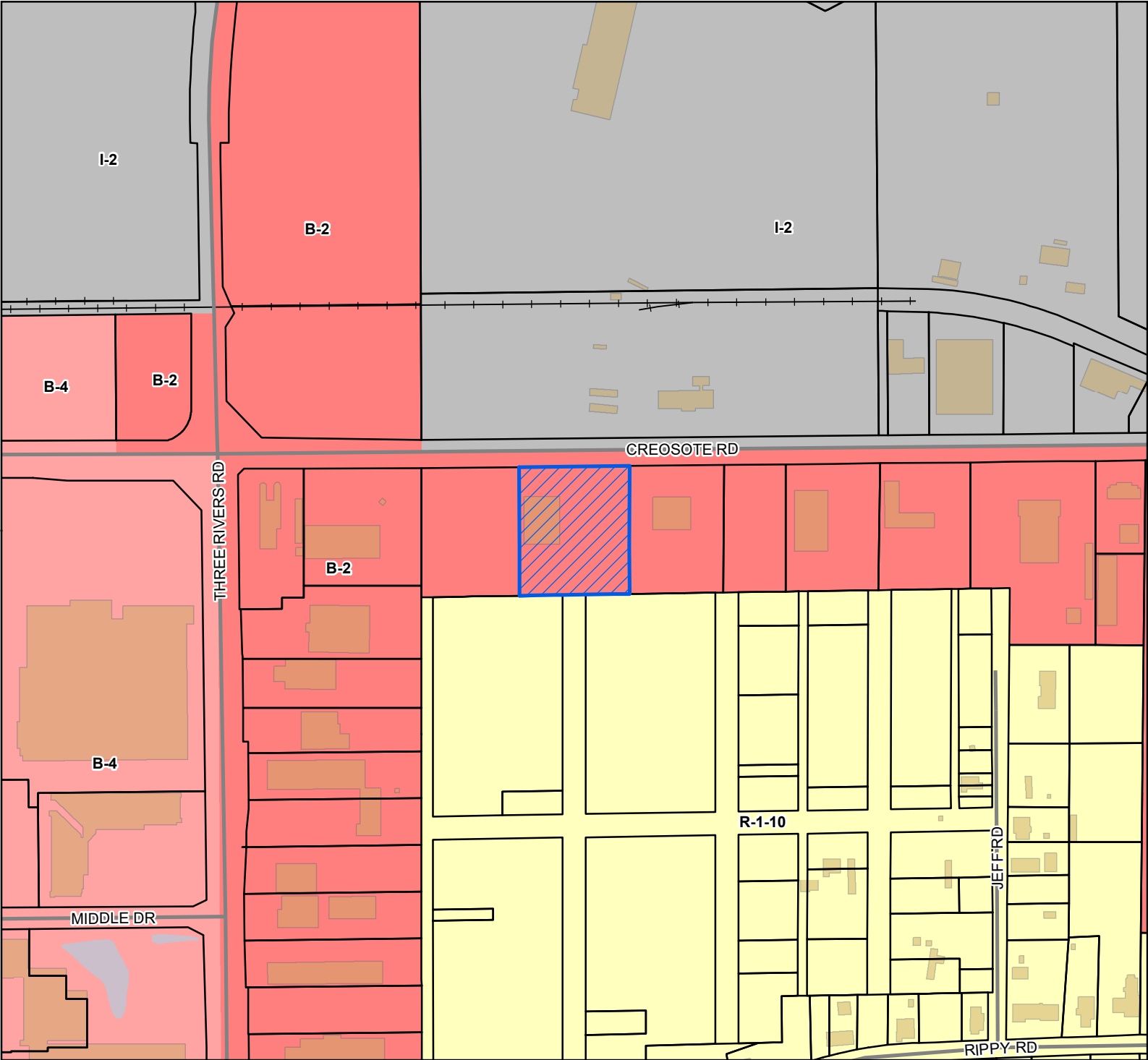
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Special Exception 2107SE114:

Special Exception 2107SE114, by owner Lil' Tot's Day care and Creative Learning Center, LLC, tax parcel 0809J-01-042.001, Requests day care use, 14491 Creosote Rd, Zoned B-2 (General business), Ward 3



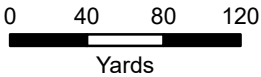
Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information
0809J-01-042.001
Zoning: B-2 (General business)
Size: 1.5 acres
Flood: 0.2%



1 inch = 300 feet



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

*75.00



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

For Staff Use Only

Case File #: 21075E114Date Received: 6/2/21

Receipt #: _____

Received By: mwZoning: B-2Ward: 3 Flood: 0.2%Size: 1.5 acres

(If necessary, use separate sheet of paper)

TAX PARCEL # 0809J-01-042.001
000000-0000-0000.0000
000000-0000-0000.0000

Address of Property Involved: 14491 Creosote Rd

Lot(s) 237 X 279
239 X 278, Block(s) _____, Subdivision Gulfport

General Location: The building is located on Creosote Rd near Three Rivers Rd

GENERAL DESCRIPTION OF REQUEST:

Requesting special exception for a childcare center.

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

(A.C. 6/23/21)

AGENT

Lil Tot's DayCare and Creative Learning Center, LLC
 Printed Name Of Owner

16860 Ty Ridge Rd
 Mailing Address

Gulfport MS 39503
 City State Zip code

(228) 234-4840
 Home Phone Work/Cell Phone

boss lady 4406 @ yahoo.com
 Email

Adrian S. Crossley
 Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

2 51	Sheet	Date	Revision	Project	Sheet Title	 ROBERT J. KNEISAL, P.E. 07 BAYOU CIRC. 238-084-0224 HOUSTON, TEXAS 77057-1000	 TOM HENRY 10233 07/2007
	Drawn Checked Job No. File No.	Date Revision Project Sheet Title	Date Revision Project Sheet Title				
A PROPOSED DEVELOPMENT FOR KID ACADEMY II		CREOSOTE ROAD - GULFPORT, MS.					

1449 Creosote Rd, Gulfport, MS 39503**List Number: 368530****List or Lease Price: \$695,000****Apx H/C SqFt: 7,526**

Information is deemed to be reliable, but is not guaranteed. © 2021 [MLS](#) and [FBS](#). Prepared by Adrian Crosby on Monday, February 08, 2021 5:20 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Lil' Tots Daycare & Creative Learning Center

DBA Lil Tots Academy

Lil' Tots Academy is a 20 plus year childcare business created by myself, Adrian Crosby.

It was conceptualized in the hopes of bringing fair, affordable, safe quality service to children between the ages 6weeks through 12 years. Lil Tots Academy is meant to bring about togetherness and meet the needs of the community, as well as being lucrative for parents and caregivers.

Moving forward in 2021 Lil Tots Academy is looking to house 150 students with 20 caregivers. Caregivers who provide an array of teaching. Our vision is to continue to build a most standard childcare center, where parents can unreservedly leave their children in our hands and be totally satisfied.

Lil Tots Academy

Ingress and Egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

The owner grants to parents, employees, customers and guest the right to the ingress and egress to the premises and all portions of the property and the building of which the premises are a part, with no interruptions. Parents and guest shall have full and unimpaired access to the premises during the business hours Monday – Friday 6:30am to 6:00pm.

The fire department has complete accessibility. Safety measures are in place and there are no safety hazards permitting ingress and egress.

Off street parking and loading areas where required, with particular attention to those items listed in the above bullet statement and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.

This property does allow for loading and unloading goods. This area is a separate corridor from which the customers and guest use to enter and exit the premises. This designated area is located on the east side of the building.

Refuse and service areas, with particular reference to the two items in the above.

Lil Tots Academy will be using an eight yard commercial FEL tilt dumpster for trash service; provided by Waste Management. The dumpster is covered and will be kept toward the back of the building. Waste Management will service the dumpster weekly.

Lil Tots Academy

Utilities, with reference to the location, availability, and compatibility.

This property currently has existing utility connections.

Lil Tots Academy

Screening and buffering with reference to type, dimensions and character.

This property currently has an existing fence surrounding the back playground area. The fence will be kept clean and maintained.

Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.

The signage that will be located on the front part of the property does not cast off any glare or propose a problem with traffic. This sign will be noticed by those passing too and fro. This particular sign harmonizes with the signs in the area because they're all similar.

Lil Tots Academy

Required yards and other open space.

The existing building will not be receiving footprint adjustments.

Lil Tots Academy

General compatibility with adjacent properties and other property in the district.

All the businesses in the area generate a hub bub of communication which is compatible to Lil Tots Academy for its staff and working parents.

Over view of why the special exception will be in harmony with the general purpose and intent of the Zoning Ordinance.

The benefits of our childcare facility and its purpose is to provide affordable childcare service with convenience to all families. Our goal is to impact our students' lives educationally, emotionally and socially so they are provided with a strong foundation.

We look forward to working as a cohesive unit in helping each child reach goals that are set for them throughout their time at Lil Tots Academy. We strive not only to provide a challenging academic program but a secure, personal environment of care to each individual student. We hope that we can exceed all our families' expectations.

We want to provide easy access to our facility, to be accessible to our parents and guest, to make it as convenient as possible to visit our center. Location is important especially to local businesses and schools directly in our area.

Lil Tots Academy is dedicated to creating a safe and nurturing environment where learning meets caring with each child. We want our facility to be the forefront of this movement.

Lil Tots Academy

Transportation and access

Location allows for all vehicles especially larger vehicles to easily exit the roadway onto the parking lot.

Lil Tots Academy

Water supply and waste disposal

There is a water supply system and waste disposal currently in existence.

Lil Tots Academy

Fire, Police protection and other public facilities.

There is access to law enforcement and the fire department but no increased need. Current fire and alarm system will be monitored, inspected, and maintained by All Safe Technologies.

Lil Tots Academy

Not causing undue traffic congestion or creating a traffic hazard, and as being in harmony with the orderly and appropriate development of the district in which the use is located.

Easy access and maneuverability do not impede or cause congestion to access the building, creating a spacious harmonious work environment.

Prepared By & Return To:
Hugh D. Keating, Esq. MSB#3536
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
#1561.0126

Index In: NW1/4 of NW1/4 of
S22-T7S-R11W.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION 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 as Grantor:

Palm South, LLC
a Mississippi limited liability company
P. O. Box 3927
Gulfport, MS 39505
Ph: 228-432-5757

does hereby sell, convey and warrant unto the following Grantee:

Lil' Tot's Day Care and Creative Learning Center, LLC
a Mississippi limited liability company
14491 Creosote Road
Gulfport, MS 39503
Ph: 228-264-4840

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

See Exhibit "A" Attached Hereto

This conveyance is subject to any and all recorded rights-of-way, restrictions, reservations, covenants and easements.

Taxes on the subject property are pro-rated as of the date of this instrument and are assumed by the Grantee for the remainder of the year 2021.

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

Witness our signatures, this the 21st day of May, 2021.

PALM SOUTH, LLC
a Mississippi limited liability company

By: _____

Daniel D. Mensarling, Managing Member

By: _____

Robert J. Knesal, Co-Managing Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 21st day of May, 2021, within my jurisdiction, the within named Robert J. Knesal, who acknowledged that he is **Managing Member of Palm South, LLC, a Mississippi limited liability company** and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument on the day and in the year therein mentioned after having been duly authorized so to do by said corporation.

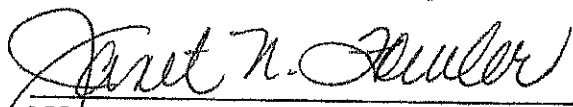
My commission expires:
9/20/2023



Janet N. Fowler
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 21st day of May, 2021, within my jurisdiction, the within named Daniel D. Hensarling, who acknowledged that he is **Co-Managing Member of Palm South, LLC, a Mississippi limited liability company** and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing instrument on the day and in the year therein mentioned after having been duly authorized so to do by said corporation.


NOTARY PUBLIC

My commission expires:
9/20/2023



EXHIBIT "A"

A parcel of land located in the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 22, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, more particularly described as follows: Commencing at the Northwest corner of said Section 22, run thence South 00 degrees 04 minutes East a distance of 6.9 feet to the South margin of Creosote Road, run thence North 88 degrees 44 minutes 48 seconds East along said South margin a distance of 212.60 feet to the POINT OF BEGINNING; thence continue North 88 degrees 44 minutes 48 Seconds East along said South margin a distance of 237.64 feet, run thence South 00 degrees 10 minutes 41 seconds East a distance of 323.46 feet, run thence South 88 degrees 48 minutes 19 seconds West a distance of 238.75 feet, run thence North 00 degrees 01 minutes 13 seconds West a distance of 323.24 feet to the POINT OF BEGINNING.

RE: Special Exception 2107SE114, by owner Lil' Tot's Day care and Creative Learning Center, LLC, tax parcel 0809J-01-042.001, Requests day care use, 14491 Creosote Rd, Zoned B-2 (General business), Ward 3

To Applicants and Adjacent Property Owners:

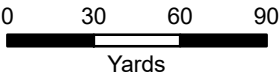
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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			ADRIAN CROSBY (OWNER)	16860 TY RIDGE RD	GULFPORT	MS	39503
			Adjacent Property Owners				
	58402	0809J-01-042.000	DISTRIBUTORS INVESTMENT COMPANY	60 S FRONT ST STE 201	MEMPHIS	TN	38103
	87554	0809J-01-078.000	GULFPORT PALACE LLC	P O BOX 190429	DALLAS	TX	75219
	87533	0809J-01-072.000	GULFPORT PALACE LLC	P O BOX 1900429	DALLAS	TX	75219
	137714	0809G-02-003.001	H & D HOLDINGS LLC	PO BOX 2759	GULFPORT	MS	39505
	103369	0809J-01-042.002	MITCHELL FAMILY LLC	P O BOX 6815	GULFPORT	MS	39506
	103368	0809J-01-042.001	PALM SOUTH INC	12498 COUNTY FARM RD	GULFPORT	MS	39503



- Site
- Adjacent Properties
- Street
- Railroad
- Buildings



1 inch = 200 feet



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

MEMORANDUM

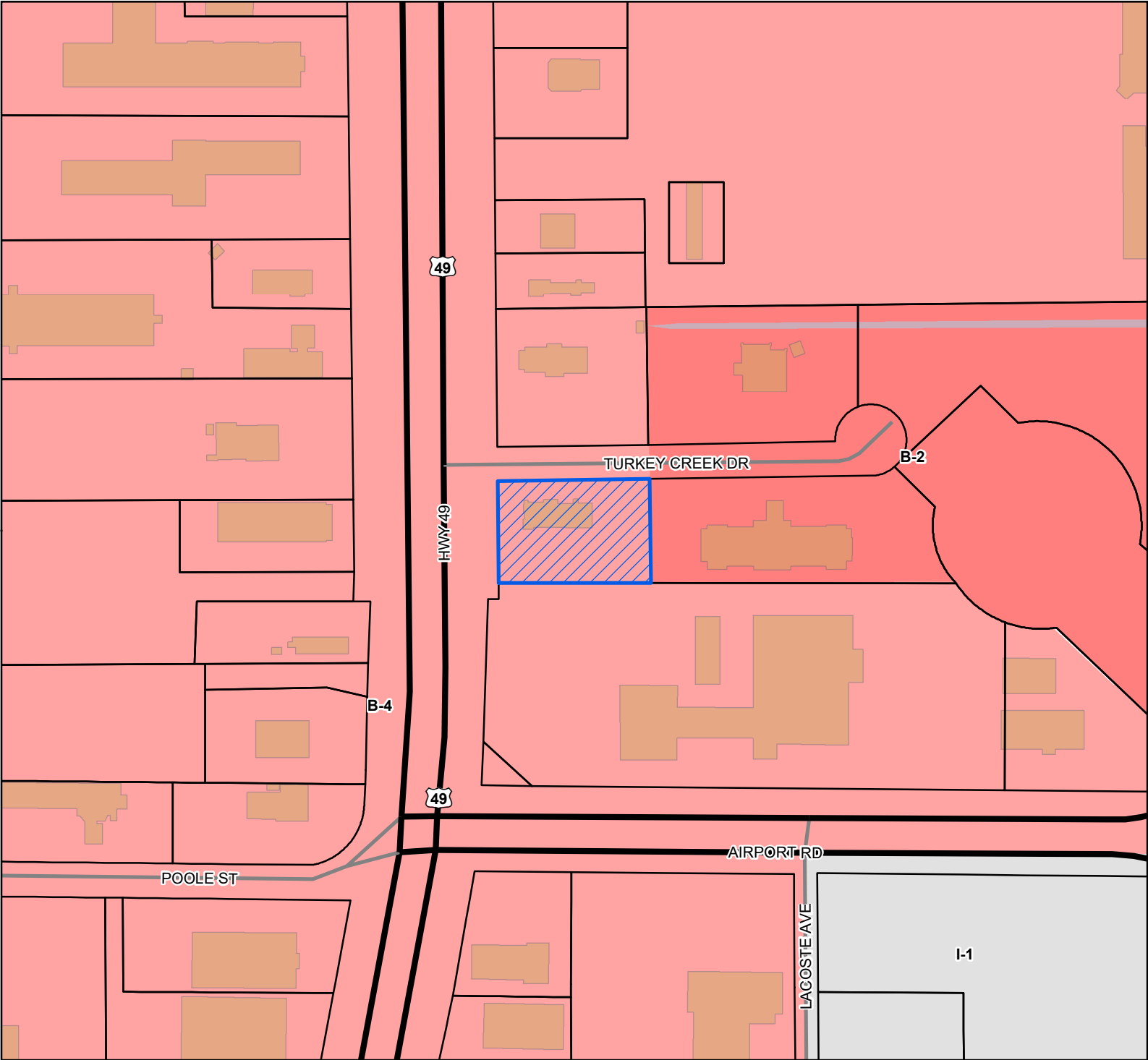
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 15, 2021

Re: Variance 2107ZB115:

Variance 2107ZB115, by agent Metro Sutdio, tax parcel 0809K-01-006.004, Variance for sign setback, 9310 Hwy 49, Zoned B-4 (Highway business), Ward 3



Site

US or State Highway

Street

Parcels

Buildings

Water Features

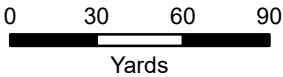
Zoning

B-2 - General Business District

B-4 - Highway Business District

I-1 - Light Industry District

Site Information
0809K-01-006.004
Zoning: B-4 (Highway business)
Size: 32,551 square feet
Flood: X



1 inch = 200 feet



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

APPLICATION FOR VARIANCE

Property Information

For Staff Use Only

Case File #: 21072B115Date Received: 6/4/21

Receipt #: _____

Received By: mwZoning: B-4

Ward: _____ Flood: _____

Size: _____

TAX PARCEL #

0	8	0	9	2

 -

0	1

 -

0	0	6

 .

0	0	4

(If necessary, use separate sheet of paper)

Address of Property Involved: 9310 Hwy 49, Gulfport, MS 39503

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

THE REQUEST IS TO REPLACE THE BRANDING/SIGN ON AN
EXISTING SIGNAGE POST / INFRASTRUCTURE WHICH IS PARTIALLY
WITHIN THE SITE SETBACK. 3ft. where 10ft is required

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

BAM DE LLC - Darrell Bourg
Printed Name Of Owner

1 Galleria Blvd Suite 1518
Mailing Address

metairie LA 70001
City State Zip code

504 609-2549 504 232 6624
Home Phone Work/Cell Phone

DBourg@BAM GP.com
Email

Stran@BAM GP.com
Email

[Signature]
Signature Of Owner

AGENT

METRO STUDIO - BRANDON STEVENS
Printed Name Of Agent

6501 Spanish Fort Blvd
Mailing Address

NEW ORLEANS LA 70124
City State Zip code

504 283 3685
Home Phone Work/Cell Phone

bstevens@metrostudio.net
Email

[Signature]
Signature Of Agent

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.



Covenant Affidavit

I, Darrell Bourcy, being owner or agent of the property 9310 Hwy 49
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Darrell Bourcy 6/3/21
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of June, 2021

[Signature]
Notary Public

 JESSICA SNYDER
Notary Public
Notary ID No. 141232
Orleans Parish, Louisiana

Life
Commission Expiration



Designation of Agent

I, Darrell Bourg, being owner of the property 9310 US Hwy 49, Gulfport ms 39503
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Darrell Bourg to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Darrell Bourg
Signature

5/28/21
Date

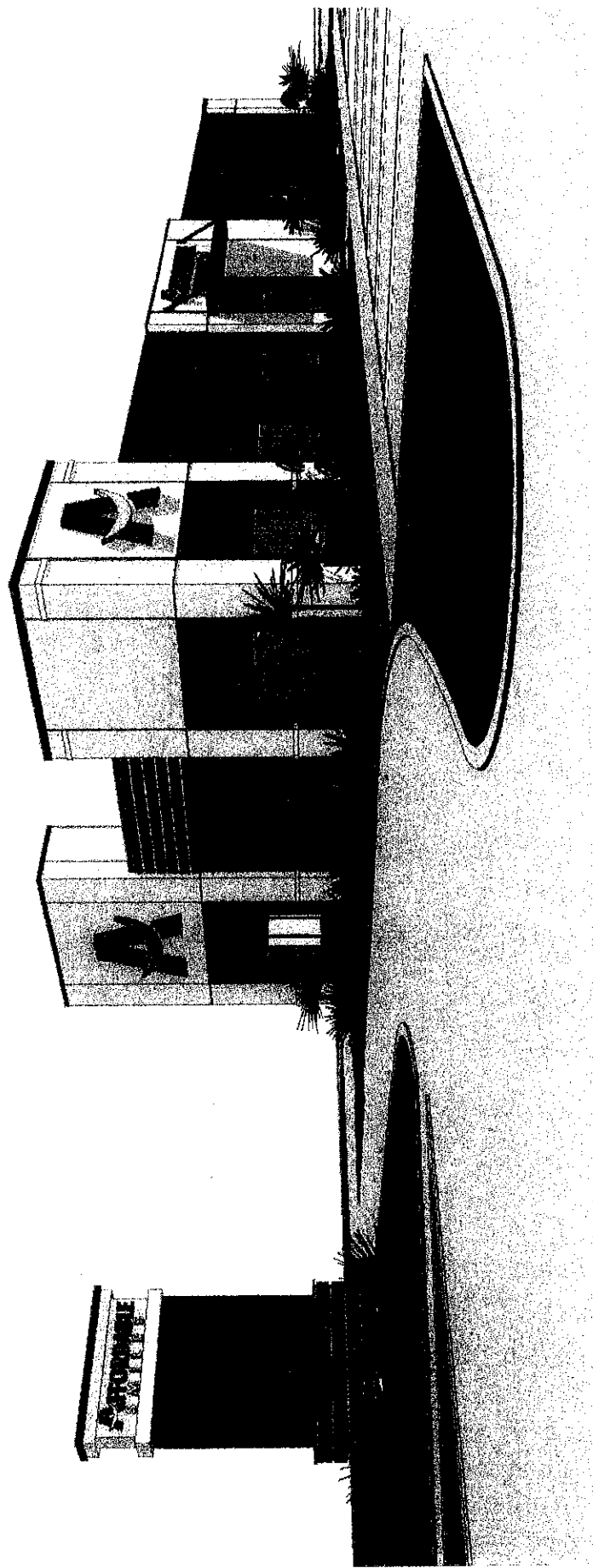
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 28 day of May, 2021

Jessica Snyder
Notary Public

Life
Commission Expiration

 JESSICA SNYDER
Notary Public
Notary ID No. 141232
Orleans Parish, Louisiana



AFFORDABLE SMILES

9340 U.S. HIGHWAY 49
GULF PORT, MS 39503

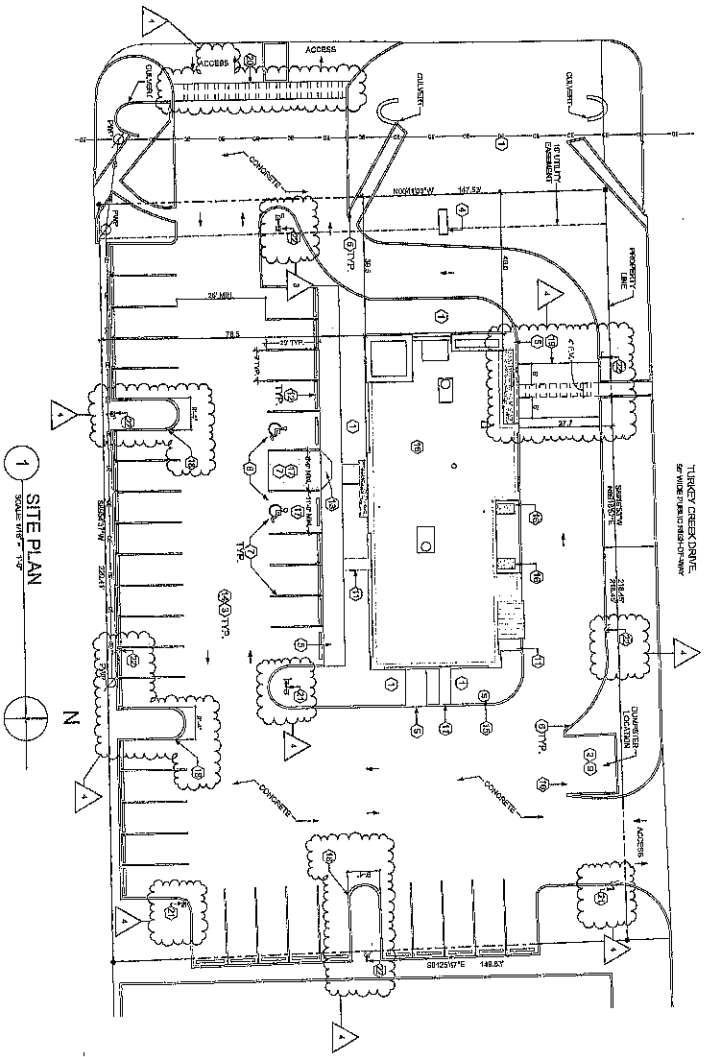
ISSUED FOR SIGN PERMITS

04.12.2021

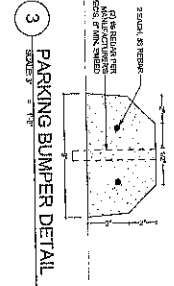
METROSTUDIO
NEW ORLEANS
architecture planning interiors

8501 SPANISH FORT BLVD. NO. A
504.283.3885 // METROSTUDIO.NET

BY AWARD: 5/01



1 SITE PLAN
SCALE: 1/8" = 1'-0"



3 PARKING BUMPER DETAIL
SCALE: 1/4" = 1'-0"

LICENSED	
PROJECT NO.	1000000000
PROJECT NAME	1000000000
PROJECT ADDRESS	1000000000
PROJECT CITY	1000000000
PROJECT STATE	1000000000
PROJECT ZIP	1000000000

CONSTRUCTION TO BE COMPLETED BY THE DATE OF THE PERMIT EXPIRATION DATE. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

1. SITE PLAN NOTES:
- 1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 5. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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 - 15. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 16. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 17. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 18. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 19. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 20. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 21. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 22. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 23. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 24. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 25. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

AFFORDABLE SMILES
5000 N. Highway 44
Gulfport, Mississippi 39503

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PROJECT NO. 1000000000
PROJECT NAME 1000000000
PROJECT ADDRESS 1000000000
PROJECT CITY 1000000000
PROJECT STATE 1000000000
PROJECT ZIP 1000000000

NO.	DESCRIPTION	DATE
1	1000000000	1000000000
2	1000000000	1000000000
3	1000000000	1000000000
4	1000000000	1000000000

BRANDON STEVENS
ARCHITECT
1000000000
1000000000
1000000000

SITE PLAN

A-001

METROSTUDIO
NEW ORLEANS
architecture planning interiors

To: City of Gulfport Urban Development, Planning Division
From: Brandon Stevens RA, NCARB MetroStudio LLC
RE: Request for Variance, 9310 U.S. HWY 49 Gulfport MS 39503
Date: 05.14.21

To Whom It May Concern:

The following letter, attached exhibits, and application are hereby submitted to the Planning Division of the City of Gulfport for the request of a variance for the property and existing improvements located at 9310 U.S. HWY 49 Gulfport MS 39503.

In an effort to alleviate hardships and special circumstances peculiar to the subject property this application seeks a variance from the following:

- A waiver from the requirements of Section 9-91 (K) to allow for the retention of an existing sign, sign foundation and electrical infrastructure currently located 7' within the required 10' signage setback along the Highway 49 frontage of the property.

The following questions and responses are provided in fulfillment of the requirements of "Section E" of the submission requirements for the application for a zoning variance to which this document is attached.

1. *Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)*

- The subject property presents a completely built condition including the building, parking, driveways, drainage features, landscape areas, signage and all electrical, plumbing, and mechanical infrastructure serving the same. The configuration and construction of these improvements represents the existing built conditions and configuration that predate the ordinance and the applicant's acquisition of the property. The existing freestanding sign extends into the setback approximately 7'. Available photographic evidence shows the existing sign in its current location dating back to 2007 when the building usage was a KFC/Long John Silver's combination restaurant (See attached Exhibits A, B, C, and D). The existing building location, driveways, parking layout, curb cuts, drainage features and utility service locations presents unique existing conditions that are particular to the site and most likely predate the current ordinance. These existing conditions do not provide alternatives for signage location as relocation of the existing sign would impact the existing driveways and features of the site.

2. *Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)*

- The existing building, driveways, parking areas, curb cuts, site infrastructure, signage, and landscaped areas are all unique features of the site that were compliant with all regulations and ordinance that were in effect during the time of its original construction. The conditions

and circumstances of the property and its improvements are not a result of the applicant's actions and predate the applicant's acquisition of the property. The applicant is currently in the process of completing a renovation of the existing building. This work is limited to interior build-out and a façade restoration to repair water damage to the building. The limited scope of improvements do not affect the parking, driveways, and curb cut locations. As the existing configuration of the building, parking, driveways, curb cuts and signage all represent existing conditions of a continuously occupied building the request for this variance is clearly not a result of any action of the applicant and are strictly the result of changes to the ordinance that occurred after the building, sign, and all site improvements were created resulting in the current non-conforming condition.

3. *Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)*

- The existing building, driveways, parking areas, curb cuts, site infrastructure, signage, and landscaped areas are all unique features of the site that were compliant with all regulations and ordinance that were in effect during the time of its original construction. The location and configuration of these existing built elements limit the alternatives for the location of the "as of right" freestanding sign. Modification of these features would clearly create a hardship to the applicant in that it would necessitate a complete reconfiguration of the existing driveways, curb cuts and parking areas in a manner that would address the requirements of Section 9-91 (K). Given the configuration of the existing driveways, building and improvements the options for sign relocation are extremely limited and nonviable. Additionally, as the renovation of this existing sign reuses the existing structural supports, foundation and electrical infrastructure the denial of this variance would result in unnecessary hardships and denial of rights commonly enjoyed at adjacent properties in the same district. The attached exhibits E-P illustrate that the prevailing condition along HWY 49 is one where signs are not only allowed to be retained and modified but are allowed to be retained and modified despite their failure to comply with the setback requirements of Section 9-91 (K).

4. *Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)*

- The literal interpretation of the provisions of the zoning ordinance would clearly deny the applicant of rights and privileges commonly enjoyed by properties within the same zoning district. The attached photographic evidence presented in Exhibits E-P unambiguously illustrates the fact that existing signs, not in compliance with the setback requirements of Section 9-91 along HWY 49 are routinely allowed to be retained and modified to suit the needs and branding of the owners/tenants.

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- Adjacent properties within this district have been allowed to retain and modify non-conforming signage consistent with use and ownership changes. The attached exhibits illustrate this common condition at the following property examples: Cricket Wireless (formerly Waffle House), Aztecas (formerly Los Tres Amigos), Taco Bell (formerly Zaxby's), Luxury Inn (formerly Holiday Inn), Quality Inn (formerly Hampton Inn), Lumber Liquidators/Wells Fargo (one sign, formerly Office Max/Michael's), and Econolodge (formerly Comfort Inn). All of these cited examples clearly illustrate the fact that the signs at adjacent properties were allowed to be retained and modified despite nonconformance with the requirements of Section 9-91 (K). The applicants request to modify the sign from its current design (Little Panda) to the new graphics (Affordable Smiles) is wholly consistent with the rights and privileges afforded to adjacent properties within the same district. Denial of this variance would clearly restrict the rights of the applicant to use the property consistent with the neighboring conditions. The denial of this variance will also result in economic impacts not incurred at adjacent properties as modifications to the existing parking, driveways as well as the construction of new foundations, support structures and electrical infrastructure would be necessitated by the denial. Exhibits E-P clearly illustrate that existing signs at adjacent properties were allowed to remain "in situ" despite modifications and improvements, and in no case was the construction of a new relocated sign required as a condition of the change in ownership or use.

5. *Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)*

- The granting of this variance shall not confer on the applicant any special privilege not commonly enjoyed by similar properties in the same district. The existing location of the freestanding sign at the subject property is comparable to the locations of signs on other adjacent properties (see attached Exhibits E-P). The existing sign setback is consistent with sign setbacks currently visible at adjacent locations along HWY 49. Review of adjacent conditions clearly indicates that the prevailing signage condition at adjacent properties in the district also do not comply with the requirements of Section 9-91 (K). Additionally, the provided exhibits clearly illustrate the fact that adjacent properties were not only allowed to retain the existing sign, they were allowed to modify the signs to include new graphics, digital displays and other improvements and modifications (see attached Exhibits E-P). The requested variance will afford the applicant the same rights and privileges clearly evidenced at adjacent properties in the same district. Denial of this variance would clearly deprive the applicant the rights and privileges commonly enjoyed by adjacent properties within the same district and restrict the applicant from using the property in a manner consistent with the rights and privileges afforded similar properties within the same district.

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6. State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.

- As per the Architects interpretation of the ordinance a freestanding sign is permissible by right.

We appreciate your thoughtful consideration in this matter. Should you have any questions or require additional information please do not hesitate to contact this office.

Regards,



Brandon Stevens, RA, NCARB
For MetroStudio LLC



EXHIBIT A. EXISTING SIGN LOCATION AT 9310 HWY 49, DECEMBER 2007



EXHIBIT B. EXISTING SIGN LOCATION AT 9310 Hwy 49, MAY 2017



EXHIBIT C. EXISTING SIGN LOCATION 9310 Hwy 49, AUGUST 2019



EXHIBIT D. EXISTING SIGN LOCATION SEPTEMBER 2020 NOTE ADJACENT CURB AT DRIVEWAY



EXHIBIT E. Hwy 49 - Comfort Inn 2007



EXHIBIT F. Hwy 49 - Econolodge 2019 - replaced two logo signs, added digital display



EXHIBIT G. Hwy 49 - Hampton Inn 2007



EXHIBIT H. Hwy 49 - Quality Inn 2007, existing sign retained and modified



EXHIBIT I. Hwy 49 Holiday Inn 2018



EXHIBIT J. Hwy 49 Luxury Inn 2019 Existing sign retained and modified



EXHIBIT K. Hwy 49 - Los Tres Amigos, Zaxby's 2007



EXHIBIT L. Hwy 49 - Azteca's, Taco Bell 2019 - each replaced logo signs



EXHIBIT M. Hwy 49 - Office Max, Michaels 2007



EXHIBIT N. Hwy 49 - Lumber Liquidators 2019 - replaced two logo signs



EXHIBIT O. Hwy 49 - Waffle House 2007



EXHIBIT P. Hwy 49 - Cricket Wireless 2019 - replaced logo sign

PERMITS/INSP PAYMENT RECPT#: 10717129
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 06/04/21 TIME: 09:44
CLERK: sg111 DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
1902

REFERENCE:

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



John 1st Judicial District
Instrument 2020 14817 D - J1
Filed/Recorded 11/18/2020 09:55 A
Total Fees \$ 26.00
4 Pages Recorded

PREPARED BY:
TRUE TITLE OF METAIRIE, LLC
Blair Bright, Esq. Bar No 102402
110 Veterans Blvd, Ste 525
Metairie, LA 70005
504-309-1030

RETURN TO:

TRUE TITLE, INC.
901 DERBIGNY ST.
Gretna, LA. 70053
504-368-1118

For Tax Purposes, the mailing address is:
BAM RE, LLC
1 Galleria Blvd., Suite 1518
Metairie, LA 70001
504-232-6624

Indexing Instructions: Section 21, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi

WARRANTY DEED

FOR A VALID, VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I,

LITTLE PANDA CORPORATION
4812 Folse Dr.
Metairie, LA 70006
775-229-1315

(hereinafter referred to Grantors) do hereby sell, convey, warrant and deliver unto:

BAM RE, LLC
1 Galleria Blvd., Suite 1518
Metairie, LA 70001
504-232-6624

(hereinafter referred to Grantee), the following described real property, lying and situated in Harrison County, Mississippi, to-wit:

A parcel of land lying and being situated in Section 21, Township 7 South, Range 11 West, First Judicial District, Harrison County, MS as follows to wit:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 21; thence run South 0 degrees 02 minutes 04 seconds East along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21, for a distance of 614.11 feet to a point; thence run South 89 degrees 18 minutes 57 seconds West, for a distance of 1790.88 to a point on the East margin of U. S. Highway 49; thence run South 0 degrees 41 minutes 03 seconds East, along said East margin, for a distance of 250.00 feet to the POINT OF BEGINNING; thence run North 89 degrees 18 minutes 57 seconds East, for a distance of 218.45 feet to a point; thence run South 01 degrees 25 minutes 47 seconds East, for a distance of 149.83 feet to a point; thence run South 89 degrees 54 minutes 37 seconds West, for a distance of 220.41 feet to a point on said East margin of U. S. Highway 49; thence run North 0 degrees 41 minutes 03 seconds West, along said East margin, for a distance of 147.53 feet to the POINT OF BEGINNING, containing 32,622 square feet, or 0.75 acre, approximately.

EASEMENT PARCEL

A parcel of land situated in Section 21, Township 7 South, Range 11 West, First Judicial District Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 21; thence run South 0 degrees 02 minutes 04 seconds East, along the East line of the Southeast Quarter of the Northeast Quarter of said Section 21, for a distance of 614.11 feet to a point; thence run South 89 degrees 18 minutes 57 seconds West, for a distance of 1790.88 feet to a point on the East margin of U. S. Highway 49; thence run South 0 degrees 41 minutes 03 seconds East, along said East margin, for a distance of 200.00 feet to the POINT OF BEGINNING; thence run North 89 degrees 18 minutes 57 seconds East, for a distance of 217.80 feet to a point; thence run South 01 degrees 25 minutes 47 seconds East, for a distance of 50.00 feet to a point; thence run South 89 degrees 18 minutes 57 seconds West, for a distance of 218.45 feet to a point on said East margin of U. S. Highway 49; thence run North 0 degrees 41 minutes 03 seconds West, along said East margin, for a distance of 50.00 feet to the POINT OF BEGINNING, containing 10,906 square feet, or 0.25 acre, approximately.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in anywise appertaining.

This conveyance is made subject to:

Any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

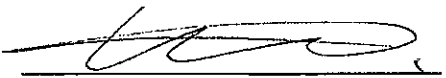
The Grantors herein certify that the property hereinabove conveyed forms no part of the homestead of said Grantors. Grantor does covenant with the Grantee that it is lawfully seized and possessed of said land in fee simple and has a good right to convey it, and the same is unencumbered. And Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons.

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 Grantees herein.

{Acknowledgment to Follow}

WITNESS OUR SIGNATURES, this 4th day of November 2020

LITTLE PANDA CORPORATION


By: Gong Yao Wang, President


By: Shuai Wang, Director

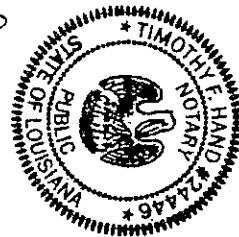
**STATE OF LOUISIANA
PARISH OF JEFFERSON**

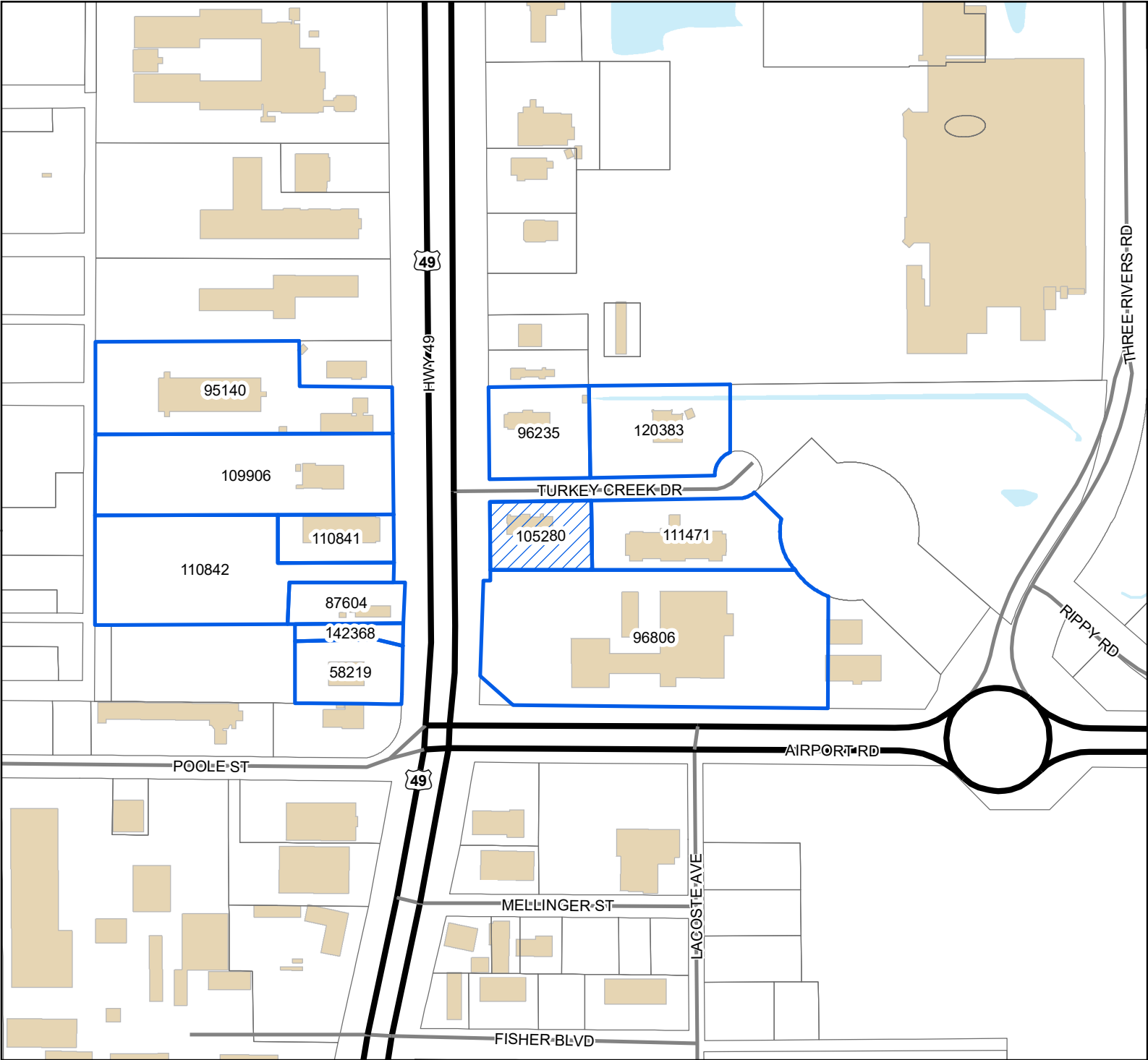
Personally appeared before me, the undersigned authority in and for the said Parish and State, on this 4th day of November, 2020, within my jurisdiction, the within named Gong Yao Wang and Shuai Wang, who acknowledged to me that they are the President and Director, respectively, of Little Panda Corporation, a Louisiana corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, they have executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

WITNESS my hand and official seal on this the 4th day of November 2020



TIMOTHY F. HAND
NOTARY PUBLIC
La. Bar Roll No. 24446
Commission Expires at Death





Legend

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

0 40 80 120
Yards

1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	105280	0809K-01-006.004	BAM RE LLC	1 GALLERIA BLVD STE 1518	METAIRIE	LA	70001
			Metro Studio	6501 Spanish Fort Blvd	New Orleans	LA	70124
n			Adjacent Property Owners				
	96806	0809K-01-006.003	BIG O PROPERTIES LLC	9274 HWY 49 N	GULFPORT	MS	39503
	111471	0809K-01-006.005	DEESHA LLC	134 BRIDGEWATER CROSSING	RIDGELAND	MS	39157
	142368	0809K-02-009.003	DESIGN INVESTMENT GROUP LLC	P O BOX 2353	GULFPORT	MS	39505
	110841	0809K-02-008.005	FINKLESTEIN MAX SIDNEY & MILDRED	6280 LAKEVIEW RD	LENOIR CITY	TN	37772
	87604	0809K-02-008.000	JAC COM LLC	5012 LAWSON AVE	GULFPORT	MS	39507
	120383	0809K-01-006.010	KHANI MICHAEL	1732 SUNSET VIEW DR	TROBUCO CANYON	CA	92679
	109906	0809K-02-008.003	QUALITY RESTAURANT CONCEPTS LLC	601 VESTAVIA PKWY SUITE 100	BIRMINGHAM	AL	35216
	95140	0809K-02-008.001	R & P ENTERPRISES LLC	2007 BAYOU LA PORTE DR	BILOXI	MS	39531
	110842	0809K-02-008.004	SAWYER FAMILY LP	P O DRAWER 490	GULFPORT	MS	39501
	96235	0809K-01-006.002	SEA HORSE HOLDINGS LLC ATTN: C SCOTT B/	2117 VETERANS BLVD STE 422	METAIRIE	LA	70002
	58219	0809K-02-009.000	SUMMER PROPERTIES LLC C/O REGISTERED	2331 RIVER FOREST DR	MOBILE T	AL	36602

RE: Variance 2107ZB115, by agent Metro Sutdio, tax parcel 0809K-01-006.004, Variance for sign setback, 9310 Hwy 49, Zoned B-4 (Highway business), Ward 3

To Applicants and Adjacent Property Owners:

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

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, July 15, 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.