

AGENDA
ZONING BOARD OF ADJUSTMENT AND APPEALS
CITY HALL COUNCIL CHAMBERS
THURSDAY, JANUARY 20, 2022 AT 3:00 PM

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

F1. Zoning Board Meeting - December 16, 2021

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

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

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

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

G3. Routine Agenda

1. Variance 2201ZB007:

Variance 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

2. Variance 2201ZB008:

Variance 2201ZB008 by owners Glenn E. and Susan M. Moran, tax parcel 0909O-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

3. Variance 2201ZB011:

Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

4. Variance 2201ZB012:

Variance 2201ZB012, by owner Geidy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

5. Variance 2201ZB018:

Variance 2201ZB018, by owner Frank J Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

6. Variance 2112ZB185:

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variances for accessory buildings quantity, size, and setback, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2.

H. Adjournment

MINUTES

ZONING BOARD OF ADJUSTMENT AND APPEALS MEETING

Thursday, December 16, 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 **3:03 pm**
- D. **Determination of a Quorum**: A Roll Call was conducted and a quorum was determined.

BOARD MEMBERS PRESENT:

LEE PALERMO
LESLIE NORTH
MARY ANN WIGINTON
MICHAEL DANIELS
ROBERT PHARR
NATHAN BODDIE

BOARD MEMBERS ABSENT:

JONATHAN MARSHALL

STAFF MEMBERS PRESENT

GREG HOLMES
NELISIA NEWELL
DEREK DUCKWORTH

COURT REPORTER:

NORMA SOROE

E. Confirmation of Agenda:

F. Approval of Minutes:

Motion by **Ms. North** and seconded by **Mrs. Wiginton** to approve Minutes of the **December 16, 2021**, Zoning Board meeting was carried unanimously.

G. Hearing of cases:

G1. The declaration of appeal process was read by the Chairman of the Zoning Board: Any person or any officer, department, or agency of the city aggrieved by any decision of the 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 Planning Division 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 transcript. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development – Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. The Chairman asked all individuals speaking at today's meeting to complete a speaker's card.

G3. Routine Agenda:

1. Variance 2112PC183:

Variance 2112PC183, by agent Kevin Taylor, tax parcels 0911E-01-050.000, 0911E-01-051.000, Request variance for setbacks, 629 and 617 2nd Street, Zoned R-1-7.5 (Single-family), Ward 2

Speaking for the Petition: Kevin Taylor

Speaking against the Petition: None

Motion: Ms. North – To approve the applicant request.

Second: Mr. Pharr

Lee Palermo	- Chairman -
Leslie North	- Yea
Mary Ann Wiginton	- Yea
Michael Daniels	- Yea
Robert Pharr	- Yea
Nathan Boddie	- Yea
Jonathan Marshall	- Absent

Action: Motion carried unanimously.

2. Variance 2112PC186:

Variance 2112PC186, by owner T&D Homes LLC, tax parcel 0911C-02-011.000, Variances for front & side setbacks, Searle Ave, Zoned R-1-7.5 (Single-family), Ward 2

Speaking for the Petition: Thomas McNair

Speaking against the Petition: None

Motion: Mr. Pharr – To approve the applicant request.

Second: Mrs. Wiginton

Lee Palermo	- Chairman -
Leslie North	- Yea
Mary Ann Wiginton	- Yea
Michael Daniels	- Yea
Robert Pharr	- Yea
Nathan Boddie	- Yea
Jonathan Marshall	- Absent

Action: Motion carried unanimously.

3. Variance 2112PC192:

Variance 2112PC192, by agent Watters Architecture, tax parcel 0910A-03-002.000, Request variance for setback, 18 Kimball Dr, Zoned R-1-7.5 (Single-family), Ward 4

Speaking for the Petition: Leah Watters

Speaking against the Petition: None

Motion: Mr. Boddie – To approve the applicant request with conditions.

Second: Mrs. Wiginton

Lee Palermo	- Chairman -
Leslie North	- Yea

Mary Ann Wiginton - Yea
Michael Daniels - Yea
Robert Pharr - Yea
Nathan Boddie - Yea
Jonathan Marshall - Absent

Action: Motion carried unanimously.

4. Variance 2112PC194:

Variance 2112PC194, by owner Brookestone Gulf Coast, LLC, tax parcel 1009N-01-002.043, Variance for side street setback, Lot 43 (Brookestone), Zoned R-2 (Single-family), Ward 5.

Speaking for the Petition: Robert Knesal

Speaking against the Petition: None

Motion: Mr. Boddie – To approve the applicant request.

Second: Mrs. Wiginton

Lee Palermo - **Chairman** -
Leslie North - Yea
Mary Ann Wiginton - Yea
Michael Daniels - Yea
Robert Pharr - Yea
Nathan Boddie - Yea
Jonathan Marshall - Absent

Action: Motion carried unanimously.

5. Variance 2112PC195:

Variance 2112ZB195, by owners Christopher & Kathryn Dennis Spear, tax parcel 1010N-01-086.000, Request variance for parking material, 2004 Saint James Blvd., Zoned B-1 (Neighborhood business), Ward 2

Speaking for the Petition: Kate Spear

Speaking against the Petition: None

Motion: Mr. Boddie – To approve the applicant request.

Second: Mrs. Wiginton

Lee Palermo - **Chairman** -
Leslie North - Yea
Mary Ann Wiginton - Yea
Michael Daniels - Nay
Robert Pharr - Yea
Nathan Boddie - Yea
Jonathan Marshall - Absent

Action: Motion carried unanimously.

6. Variance 2112PC197:

Variance 2112ZB197, by owners Guy and Doulentha Wells, tax parcel 0811H-05-101.000, Variance for parking reduction, backing into the right-of-way, area requirement, and parking material, 1400 20th St, Zoned R-2 (Single-family), Ward 3

Speaking for the Petition: Guy Wells, Boston Grace Jr.

Speaking against the Petition: None

Motion: Mr. Boddie – To approve the applicant request.

Second: Mr. Pharr

Lee Palermo	- Chairman -
Leslie North	- Yea
Mary Ann Wiginton	- Yea
Michael Daniels	- Yea
Robert Pharr	- Yea
Nathan Boddie	- Yea
Jonathan Marshall	- Absent

Action: Motion carried unanimously.

Adjournment:

Motion by **Mr. Pharr** to adjourn the meeting was seconded by **Mrs. Wiginton** and carried unanimously. The meeting adjourned at **3:33 pm** .

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: January 20, 2022

Re: Public Declaration of Appeal Process of Chairman

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Variance 2201ZB007:

Variance 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2201ZB007

Hearing Date: January 20, 2022

Current Zoning/Use: B-4/ Commercial Business

Legal: Variance 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

D.H.

Technical Report

VARIANCE

The applicant requests a variance in order to place multiple wall signs on the rear of the building. Specifically, the applicant requests: 1) wall/facia signs for the rear of the building where the sign is permitted for the business' frontage; this sign will still be limited to the 1:3 ratio permitted for the rear wall.

- (a) The applicant states that the "front faces interior, obstructing view from Highway 49 and rear of building is where the traffic can see the business." This special condition is specific to the land, structure or building as several other businesses in the same building and area have wall signs located on the rear wall of their business.
- (b) In the application, the applicant states that the building was pre-existing and not designed by the applicant. As such, the applicant was aware of the building's location, impediments, and ordinance regarding signs on the rear of buildings; therefore, the applicant created the hardships.
- (c) The applicant states that due to the building location patrons are unable to see the business' sign on the frontage of the building from Highway 49. Upon review, the building's frontage is obstructed from traffic view not allowing potential patrons to view the businesses located within the building. There is some consideration for hardship concerning the buildings location and frontage. However, ordinance change is necessary to accommodate for a wall sign on the rear wall of the business.
- (d) The applicant states the current sign ordinance does not allow signs on the rear of the building, and that other tenants have been allowed to place signs on the rear of the building. Through research of GIS resources and a site visit, other tenants have been allowed to place signs through approved variances on the rear of the same building in question. Although the ordinance does not allow for the wall/facia sign placement in this manner, through variance, like other businesses in the same location, these signs are permitted.
- (e) The customer will not receive any special privileges; again, there are several businesses in the area with signs located on the rear wall facing Highway 49.
- (f) This property is zoned B-4, a restaurant and wall/facia signs located in the rear of the establishment are permissible.

EXECUTIVE SUMMARY

Considering the request, the hardship has been created by the applicant. Furthermore, the location of the building's frontage is not ideal for potential patrons, and through variances, other businesses in the area have been allowed to have wall/facia signs on the rear wall of the building they occupy. The request will not create any impediments to the area, and is in harmony with other businesses who share the same location and are consistent with variances issued.

Any approval should consider these conditions:

1. Wall/facia signs for the rear of the building where the sign is permitted for the business' frontage; this sign will still be limited to the 1:3 ratio permitted for the rear wall.

DEPARTMENTAL CONDITIONS

Engineering:

No conditions. Memo dated 01/05/2022.

Technical Report

VARIANCE

Public Works: No conditions. Memo dated 01/05/2022.

Traffic and Safety: No conditions. Memo dated 01/04/2022.

Building Code Services: No conditions. Memo dated 01/05/2022.

GIS: No conditions. Memo dated 01/03/2022.

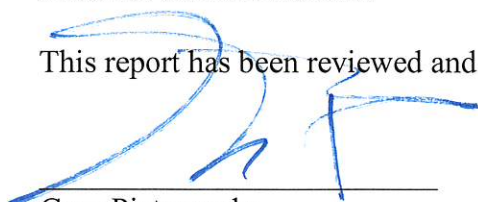
Police Department: No comment as of 01/07/2022.

Fire Department: No conditions. Memo dated 12/30/2021.

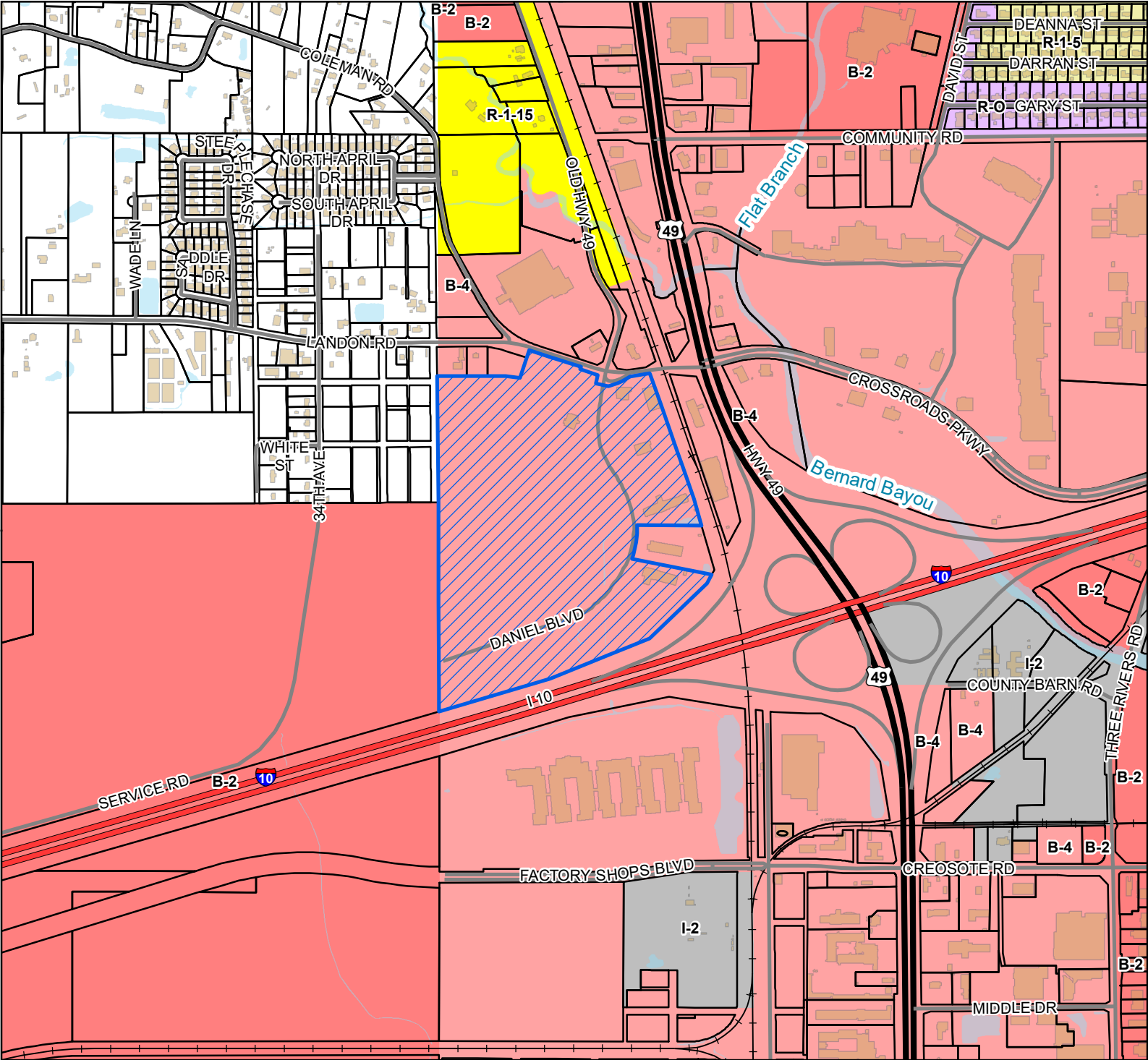
City Arborist: No conditions. Memo dated 12/29/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

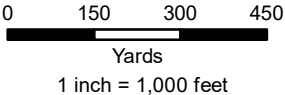


Greg Pietrangelo
Director of Urban Development Department



- Site
 - Interstate Highway
 - US or State Highway
 - Street
 - Railroad
 - Parcels
 - Buildings
 - Water Features
- Zoning**
- B-2 - General Business District
 - B-4 - Highway Business District
 - I-2 - Heavy Industry District
 - R-1-15 - Single Family Residence District (Low Density)
 - R-1-5 - Single Family Residence District (Medium Density)
 - R-O - Residence-Office

Site Information
 0809D-02-002.000
 Zoning: B-4 (Highway Business)
 Size: 84.2 acres
 Flood: X



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



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

For Staff Use Only

Case File #: 220/ZB007Date Received: 11-30-21

Receipt #: _____

Received By: N.N.Zoning: B-4Ward: 7 Flood: XSize: 84.2 acres

(If necessary, use separate sheet of paper)

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL # 0809D-02-002.000
 - -
 - -

Address of Property Involved: 15520 Daniel Blvd #A Gulfport MS 39503

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Install one set of each channel letters for "Hibachi Ninja" and
"Rollin' Creamery" for "Back of Building. See attached
drawing.

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

John Tampa / Anchor Retail

Printed Name Of Owner

1305 Mall of GA Blvd

Mailing Address

Buford GA 30519

City

State

Zip code

770 904 0765 678 296 8316

Home Phone

Work/Cell Phone

jtampa@ascent-hospitality.com

Email

Signature Of Owner

Gary Knoblock

Printed Name Of Agent

208 Hwy 90

Mailing Address

Waveland MS 39576

City

State

Zip code

228 216 0800

Home Phone

Work/Cell Phone

gary@lqsigns.com

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.

Questions for a Variance Application

1. Front faces interior obstructing view from Highway 49 and rear of building is where the traffic can see the business.
2. Building was pre-existing and not designed by applicant.
3. Current sign ordinance allows only signs in front of the building but other tenants in the past have been allowed to have signage in the rear using the variance process.
4. Current sign ordinance does not allow signs on the rear of building; however, surrounding buildings have allowed tenants' signs on rear of building appealing for oncoming traffic.
5. Customer will not receive any special privileges that others who follow the zoning ordinance cannot receive.
6. With planning approval, the tenant would be able to have clear signage that has been granted to others in the same building.



Designation of Agent

I, John Tampa, being owner of the property 15520 Daniel Blvd Gulfport
PRINT NAME Anchor Retail PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Gary Knoblock 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]
Signature

11-22-21
Date

GA Gwinnett
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22 day of November, 20 21

[Signature]
Notary Public



6/9/2025
Commission Expiration

FRONT



Formerly
Sweet Rolls



BACK



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SCANNED

Prepared by:
Harrison Co. School District
Jodi Trosclair
11072 Highway 49
Gulfport, MS 39503
(228) 539-7246



1st Judicial District
Instrument 2015 1072 D - J1
Filed/Recorded 2/25/2015 04:30 P
Total Fees \$ 23.00
15 Pages Recorded



1st Judicial District
Instrument 2015 630 D - J1
Filed/Recorded 2/2/2015 10:35 A
Total Fees \$ 22.00
14 Pages Recorded

Return to:
Harrison Co. School District
Jodi Trosclair
11072 Highway 49
Gulfport, MS 39503
(228) 539-7246

16th SECTION PUBLIC SCHOOL TRUST LANDS
COMMERCIAL LEASE AGREEMENT



STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS COMMERCIAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), made and entered into this the Anchor Development by and between the **Harrison County School District Board of Education**, (hereinafter "LESSOR"), whose address is 11072 Highway 49, Gulfport, Mississippi, telephone number (228) 539-7246 and, **Anchor Development, LLC, a Mississippi Limited Liability Company**, (hereinafter "LESSEE"), whose address is c/o John Tampa 320 Coulter Cove, New Albany, Mississippi 38652.

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the Harrison County School District Board of Education, as recorded in Minute Book____, Page____, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "Leased Premises") to-wit:

Section 16 - Township 7 South- Range 11 West

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for forty (40) years, beginning the August 5, 2014 and ending on the 4th day of August 2054 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be August 5th of each year. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to

APPROVED
BY HARRISON CO SCHOOL BOARD
DATE 10/20/14

renew this Lease Agreement for an additional or "secondary term" of twenty-five (25) years from **August 4, 2054**, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. LESSEE shall exercise said option to renew for the secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

2. **Annual Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of **SIX HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED SIXTY TWO AND 98/100 DOLLARS (\$621,762.98) (BASE YEAR)** per annum, on or before the anniversary of this lease each year. The rent shall be paid in quarterly installments, in which the first quarterly payment in the amount of **\$155,440.74** shall be due at the time of approval by the Harrison County School District Board of Education. Quarterly payments are due on August 5th, November 5th, February 5th, and May 5th each year. In the event of termination or cancellation any rental payment made shall be non-refundable. Rents shall be re-adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. Rent Adjustment. LESSOR shall, at the end of each year of the lease term, adjust the annual rent by the increase in the Consumer Price Index-All Urban Consumers ("CPI"), and thereafter notify LESSEE of the annual rent for the ensuing lease year.

- (a) LESSOR shall calculate the amount of the rent adjusted by the CPI and notify LESSEE, and the rent for the ensuing lease year shall be fixed as adjusted by the CPI. Said rental amount shall be calculated by using the Percent Average of the previous year, which is noted on the CPI chart as "percent change average". However, in no event shall the adjusted annual rent for any one (1) year period of the lease term be less than the rental amount for the previous lease year. In addition to the CPI percent change average, the annual rent shall increase a minimum of two percent (2%) and a maximum of five percent (5%).
- (b) If for any reason the rent adjustment calculation is not completed or LESSOR has not notified LESSEE of the rent adjustment for the ensuing lease before the Anniversary Date, LESSOR and LESSEE agree that the interim annual rent pending completion of the calculation of the rent adjustment shall be equal to the annual rent in effect as of the close of the

then ending lease year. LESSEE agrees to pay the interim annual rent by the annual rent due date. If the annual rent for the ensuing lease year increases as a result of the adjustment procedure set forth in Subpart (a) and (b) of Paragraph 3 of this Lease Agreement, then LESSEE shall pay to LESSOR such excess within ten (10) days of receiving notice of such increase.

- (c) This annual adjustment shall satisfy the rent adjustment required "not less than once every ten (10) years" under Miss. Code Ann. §29-3-69 (1972) as amended. The method of rental adjustment utilized herein is for the purpose of facilitating stable operation of the commercial operation on the Premises.

In the event the rent adjustment section of paragraph 3 of this Lease Agreement shall be declared inadequate for any reason by a court of competent jurisdiction, such declaration shall not affect or be construed to affect the validity of this Lease Agreement, and the Lease Agreement shall continue in full force and effect and be binding on the parties, subject only to the establishment of a rental adjustment section that, in the opinion of the appropriate court having jurisdiction, meets the requirements of Miss. Code Ann. §29-3-63 and §29-3-69 (1972) presently in effect.

4. **Taxes.** LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments, including drainage taxes, in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. **Default.** The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distraint from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing herein is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to

that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs.

6. **Remedies.** In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR -owned structures and improvements thereon to the said LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR- owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of LESSEE'S property within thirty (30) days of LESSOR'S repossession. LESSEE shall be subject to the accrual of rent during the said thirty (30) day period.

7. **Curing Default.** Notwithstanding any DEFAULT provisions of this Lease Agreement, any present or future holder of a mortgage or deed of trust securing money loaned on these facilities shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Sixty (60) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

8. **Assignment.** LESSEE shall have the full right and authority to lease, sell, assign, transfer, sublease and/or convey to others this Lease Agreement in whole and to encumber the same. However, any lease, assignment, transfer or conveyance shall be subject to the prior written consent of LESSOR which shall not be unreasonably withheld.

8a. LESSEE shall have the full right and authority to lease, sell, assign, transfer and/or convey to others this Lease Agreement in part at which time an appraisal must be conducted to determine the fair market rental value for each parcel and such rent payments shall be adjusted accordingly. Any appraisal, surveys, etc...shall be conducted at the expense of the Lessee payable at the time of request to divide the leased parcel.

9. **Regulatory Compliance.** LESSEE shall comply with all applicable laws, rules, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Agreement. Notwithstanding the requirements of this paragraph, LESSEE:

- (a) **LESSEE shall not use the Leased Premises for any of the following purposes: Any activity considered to be a nuisance. Any activity that is unlawful or immoral. Any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.**
- (b) Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environment laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous, and non-hazardous.
- (c) Shall give prompt written notice to LESSOR and the Secretary of State of:
 - (1) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;
 - (2) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.
 - (3) LESSEE'S discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

10. **Environmental Accidents.** LESSEE shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to LESSOR and the Secretary of State at the addresses provided in this instrument. LESSEE shall also furnish LESSOR and the Secretary of State a copy of all filings, including but not limited to, concerning environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by LESSEE. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon LESSOR, with those duties belonging exclusively to LESSEE.

11. **Breach of Lease Agreement.** If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after sixty (60) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to who notice shall be sent.

To LESSOR:
ATTN: 16th Section Manager
Harrison County School District
11072 Highway 49
Gulfport, MS 39503
(228) 539-6500

To SECRETARY OF STATE:
Mississippi Secretary of State's Office
Public Lands Division
Attn: 16th Section Lands
Post Office Box 136
Jackson, Mississippi 39205-0136
(601)-359-1350

To LESSEE:
Anchor Development, LLC
A Mississippi Limited Liability Company
c/o John Tampa
320 Coulter Cove
New Albany, MS 38652

13. **Insurance.** LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) (and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excess limit of liability of one million dollars (\$1,000,000.00)) for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance (or self-insurance for LESSEE'S members, if applicable) to LESSOR, shall keep this insurance (or self-insurance for LESSEE'S members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE'S members is managed by another company, if applicable). The amount of this instrument shall be adjusted for inflation every ten years on each tenth anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

14. **Indemnification.** LESSEE shall protect, indemnify, defend save, and hold harmless LESSOR, the State of Mississippi and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omissions of LESSEE in connection with its presence on or any use of the Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss or claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

15. **Mortgage Transactions.** The preceding restrictions on assignments of this lease shall not apply to and no prior approval of LESSOR shall be required for (i) a mortgage of the leasehold estate (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within 10 days thereafter, to provide LESSOR with a copy of the assignment. No mortgagee shall be deemed to have assumed and no mortgagee shall be personally obligated to perform any of LESSEE'S obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to LESSOR in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through

foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of LESSEE which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not prorated. Nothing contained in this lease or in any mortgage shall release LESSEE from the full and faithful performance of LESSEE'S obligations under this lease or from any liability for non-performance or constitute a waiver of any right of LESSOR against LESSEE. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of LESSEE; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this lease has been mortgaged or pledged as security.

16. **Waste.** LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and, shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above, and shall not, in any event, commit waste or allow waste to be committed.

17. **Quiet Possession.** LESSEE shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with the terms of this agreement.

18. **Bankruptcy or Judgments.** LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement.

LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

19. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

20. **Classification/Use.**

The lands herein have been classified as Commercial in accordance with §29-3-31 et seq Miss. Code Ann. (1972) as amended. LESSOR warrants that the Leased Premises shall be permitted to be used as a **COMMERCIAL LEASE** for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of LESSOR.

LESSEE shall not use the Leased Premises for any of the following purposes: Any activity considered to be a nuisance. Any activity that is unlawful or immoral; or any activity which at the discretion of the LESSOR and the Secretary of State is inappropriate upon Sixteenth Section Land.

21. **Successors.** To the extent assignment of this Lease Agreement is allowed by the above provisions this Lease Agreement shall be binding upon LESSEE'S successors and assigns.

22. **General Duties of LESSEE.** LESSEE agrees:

- (a) To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.
- (b) To allow inspection of the Leased Premises during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand.
- (d) To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.
- (e) To provide LESSOR, at each Anniversary Date, written certification by LESSEE or an officer of LESSEE of compliance with the provisions of this lease.
- (f) To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

23. **Reservations.**

LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said lease property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

Lessor reserves title to all timber. Lessee desires to develop the surface for commercial usage in a manner and for purposes inconsistent with timber and logging operations.

First Phase: Lessee will mark all timber to be removed as required by the plans and specifications of the project. These plans will be presented to Lessor and the Mississippi Forestry Commission to develop sale specification and bid documents.

Lessee will have the right to bid on the timber that is going to be removed.

After Project Development: If Lessee determines it necessary to remove timber, the Lessee shall mark and be offered the right and first option to purchase the timber at the value placed on the timber by the Mississippi Forestry Commission. In the event that Lessee refuses the offer to purchase the timber, then egress and ingress shall be provided by Lessee to harvest timber. If damages occur to property while a bid contractor is harvesting the timber then that contracted party shall pay all damages to Lessee.

24. **Rights-of-Way.** LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

25. **Recording.** LESSOR will deliver this Lease Agreement to the Chancery Clerk of Harrison County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of Twelve Dollars and no/00 (\$12.00) payable to such Chancery Clerk as recording fees for the first fifteen pages of the document and an addition one dollar (\$1.00) per page for additional pages.

26. **Immunity.** No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

27. **Interpretation.** The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

28. **Governing Law.** This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this

Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Harrison County, Mississippi.

29. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the Harrison County School District Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

30. **Supervisory Right.** Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

29. **Additional Provisions.** This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."

30. **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B." If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 20th day of OCT., 2014.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

Harrison County School District

BY: Henry Arledge

Henry Arledge, Superintendent of Education

BY: David Ladner

David Ladner, School Board President

LESSEE: Anchor Development, LLC

A Mississippi Liability Company

By: John Tampa

John Tampa, Manager

Harrison County Board of Supervisors

BY: Connie Rakeo

President, Board of Supervisors

APPROVED

SECRETARY OF STATE

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.

Secretary of State

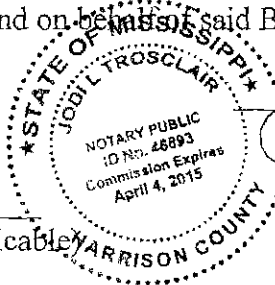
STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for said county and state, on this the 20 day of October, 2014, within my jurisdiction, the within named, Henry Arledge, Harrison County School District, Superintendent of Education and David Ladner, School Board President, of the Harrison County School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of Harrison County School District, Mississippi, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

My Commission Expires:

4/4/2015

(Affix official seal, if applicable)



Jodi L. Trosclair
(Notary Public)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me the undersigned authority in and for the said county and state, on this the 12th day of January, 2015, within my jurisdiction, the within named Connie Rocked, who acknowledged to me that she is the President of the Board of Supervisors of Harrison County, Mississippi, and that in said representative capacity she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

My Commission Expires:

6-24-17

(Affix official seal, if applicable)



Angela Thrash
(Notary Public)

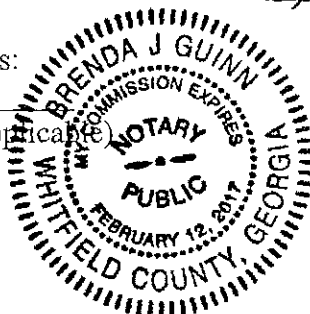
STATE OF GEORGIA
COUNTY OF WHITFIELD

Personally came and appeared before me the undersigned authority in and for said county and state, on this the 28 day of OCTOBER, 2014, within my jurisdiction, the within named John Tampa who acknowledged to me that he is the Manager of Anchor Development, LLC, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

02-12-17

(Affix official seal, if applicable)



Brenda J. Guinn
(Notary Public)

LESSOR'S ADDRESS

Harrison County School District
11072 Highway 49
Gulfport, MS 39503
(228)-539-6500

LESSEE'S ADDRESS

Anchor Development, LLC
A Mississippi Limited Liability Company
c/o John Tampa
320 Coulter Cove
New Albany, MS 38652

INSTRUMENT PREPARED BY:

Harrison County School District
11072 Highway 49
Gulfport, MS 39503
(228)-539-6500

INDEXING INSTRUCTIONS:

S ½ of the NW ¼, also located in the N ½ of the SW ¼, also located in the SW ¼ of the SW ¼: Section 16, Township 7 South, Range 11 West

EXHIBIT "A"
DESCRIPTION OF PROPERTY
LEGAL DESCRIPTION OVERALL PARCEL

A parcel of land located in the S 1/2 of the NW 1/4, also located in the N 1/2 of the SW 1/4, also located in the SW 1/4 of the SW 1/4: Section 16, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point of Beginning, Commence at a concrete monument located at the southwest corner of the SW 1/4 of the NW 1/4 of said Section 16, said concrete monument also being the northwest corner of the NW 1/4 of the SW 1/4 of said Section 16: thence N 00 degrees 16 minutes 01 sections W 930.60 feet along the west line of the SW 1/4 of the NW 1/4 of said Section 16; thence N 89 Degrees 39 minutes, 53 seconds E 214.78 feet; thence S 00 degrees 02 minutes 32 seconds W 1.00 feet; thence N 89 degrees 46 minutes 32 seconds E 287.45 feet; thence S 76 degrees 34 minutes 28 seconds E 102.48 feet; thence N 17 Degrees 18 Minutes 32 seconds E 210.00 feet to the southerly margin of Landon Road; thence easterly along said southerly margin of Landon Road the following seven courses, S72 degrees 33 minutes 18 seconds E 145.03 feet, S 72 degrees 00 minutes 24 seconds E 251.18 feet, S72 degrees 06 minutes 52 seconds E 131.79 feet, S76 degrees 38 minutes 09 seconds E 59.19 feet, S 82 degrees 51 minutes 07seconds E 85.00 feet, N 88 degrees 19 minutes, 20 seconds E 114.08 feet, N 82 degrees 25 minutes 57 seconds E 110.00 feet to the westerly right-of-way of the Kansas City Southern Railway Company (former Mid-South Rail Corporation, also formerly Illinois Central Gulf Railroad, Also formerly Gulf & Ship Island Railroad); thence southerly along said westerly right-of-way of the Kansas City Southern Railway Company the following tow courses, S 19 degrees 29 minutes 43 seconds E 987.25 feet, S 16 degrees 43 minutes 50 seconds E 498.95 feet to a concrete monument located on the northwest right-of-way of Interstate 10; thence southwesterly along said northwest right-of-way of Interstate 10 the following three courses, S 28 degrees 03 minutes 44 seconds W 128.66 feet, S 46 degrees 19 minutes 59 seconds W 559.28 feet, S 67 degrees 23 minutes 47 seconds W 732.73 feet; thence southwesterly 889.43 feet along a non-tangent curve of the northerly right-of-way of Interstate 10, said curve being concave to the north, having a central angle of 00 degrees 45 minutes 31 seconds with a radius of 87,170.22 feet, also having a chord bearing and distance of S 73 degrees 12 minutes 58 seconds W 889.42 feet to a point located on the west line of the SW 1/4 of the SW 1/4 of said Section 16; thence N 00 degrees 17 minutes 41 seconds W 185.56 feet along said west line of the SW 1/4 of the NW 1/4 of the northwest corner of said SW 1/4 of the SW 1/4 of said Section 16, said corner also being the southwest corner of the NW 1/4 of the SW 1/4 of said Section 16; thence 00 degrees 17 minutes 41 seconds W 1320.41 feet along the west line of said NW 1/4 of the SW 1/4 to the said Point of Beginning. Tract contains +/- 88.615 acres.

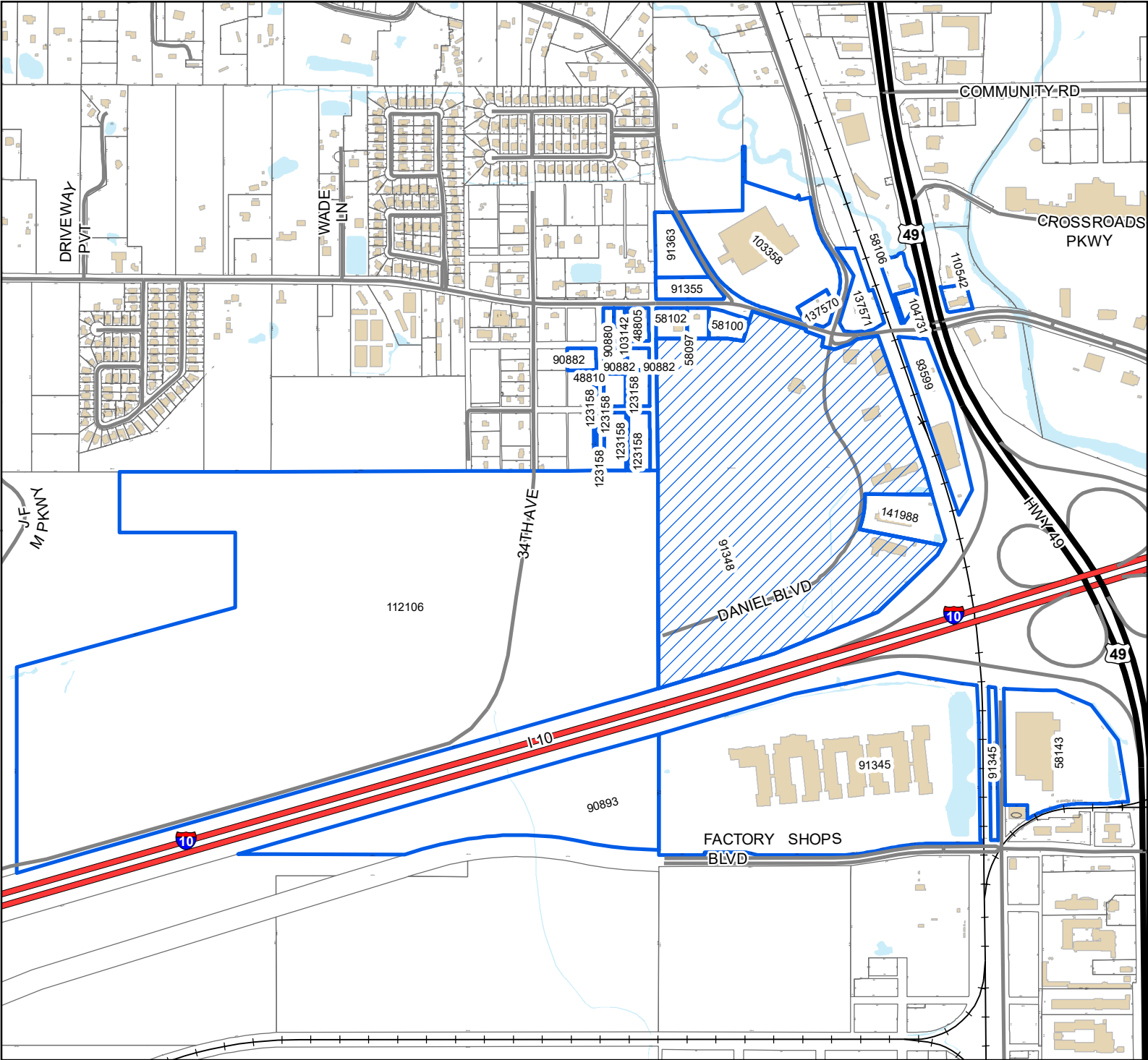
END OF "EXHIBIT A"

EXHIBIT "B"

NONE

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End of Lease document page 15 of 15.



Legend

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

0 150 300 450
Yards

1 inch = 960 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
			JOHN TAMPA - ANCHOR RETAIL (OWNER)	1305 MALL OF GEORGIA BLVD	BUFORD	GA	30519
			GARY KNOBLOCK (AGENT)	208 HWY 90	WAVELAND	MS	39576
N			Adjacent Property Owners				
N	91348	0809D-02-002.000	ANCHOR DEVELOPMENT LLC -LESSEE-	C/O JOHN TAMPA 1305 MALL OF GEO	BUFORD	GA	30519
N	141988	0809D-02-002.001	ANCHOR DEVELOPMENT LLC -LESSEE-	C/O HARRISON COUNTY SCHOOL DIST	BUFORD	GA	30519
	58097	0809D-02-008.000	COMMUNITY BAPTIST CHURCH -LESSEE-	9332 OLD LORRAINE RD	GULFPORT	MS	39503
N	58102	0809D-02-009.000	COMMUNITY BAPTIST CHURCH -LESSEE-	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	90882	0709A-02-005.000	DOYLE GARY P & DANIEL S	601 NURSERY AVE	METAIRIE	LA	70005
	112106	0709H-01-004.000	GREATER GULFPORT PROPERTIES LLC	P O BOX 1176	GULFPORT	MS	39502
	123158	0709A-02-007.002	GREATER GULFPORT PROPERTIES LLC	P O DRAWER 460	GULFPORT	MS	39502
	91345	0809E-02-004.000	GULFPORT FACTORY SHOPS LTD P-LESSEE	SIMON PROPERTIES GROUP PO BOX 6	INDIANAPOLIS	IN	46206
	58143	0809E-02-001.000	HOME DEPOT USA INC -LESSEE-	C/O P O BOX 105842 ACCT OFFICE	ATLANTA	GA	30348
	91363	0809D-03-009.000	LLG ENTERPRISES LLC -LESSEE-	C/O JIM LOWRY 1620 23RD AVE	GULFPORT	MS	39501
N	91355	0809D-03-011.000	LLG ENTERPRISES LLC -LESSEE-	C/O JIM LOWRY 1620 23RD AVE	GULFPORT	MS	39501
	48810	0709A-02-006.000	MCLEOD FAYE W ETAL	2316 UNIVERSITY BLVD #100	TUSCALOOSA	AL	35401
	110542	0809D-01-003.001	PANTRY INC THE -LESSEE-	P O BOX 1410	SANFORD	NC	27330
	48805	0709A-02-001.000	PETERMAN REGINALD A -TRUSTEE-	12259 PRUDIE ST	GULFPORT	MS	39503
	103142	0709A-02-002.001	RAYE BRADLEY S -ESTATE-	2059 MAUVILLA CV	BILOXI	MS	39531
N	90880	0709A-02-002.000	RAYE BRADLEY S -ESTATE-	2059 MAUVILLA CV	BILOXI	MS	39531
	103358	0809D-03-012.002	SAM'S EAST INC -LESSEE-	P O BOX 8050	BENTONVILLE	AR	72712
N	137570	0809D-03-012.003	SAM'S EAST INC -LESSEE-	P O BOX 8050	BENTONVILLE	AR	72716
	137571	0809D-03-012.004	SAM'S EAST INC -LESSEE-	2304 19TH ST SUITE 203	GULFPORT	MS	39501
	58144	0809F-03-004.000	SAVARESE JEFF & DEBRA -LESSEE-	723 BRIARWOOD DR	LONG BEACH	MS	39560
N	58146	0809F-03-006.000	SAVARESE JEFF & DEBRA -LESSEE-	723 BRIARWOOD DR	LONG BEACH	MS	39560
	93599	0809D-02-010.000	SRMG -LESSEE-	P O BOX 3344	RIDGELAND	MS	39158
	90893	0709H-02-001.000	TURKEY CREEK LIMITED PARTNERSHIP	P O BOX 1370	GRETN	LA	70054
	104731	0809D-03-002.001	VICK TESTAMENTARY TRUST -LESSEE-	2060 BEACH BLVD #507	BILOXI	MS	39531
N	58106	0809D-03-002.000	VICK TESTAMENTARY TRUST -LESSEE-	2060 BEACH BLVD #507	BILOXI	MS	39531

RE: Variance 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), 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, January 20, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, January 20, 2022**. 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.

12.11

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 P.M., Thursday, January 20, 2022, 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 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

Variance 2201ZB008, by owners Glenn E. and Susan M. Moran, tax parcel 0909C-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Variance 2201ZB012, by owner Geldy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Variance 2201ZB018, by owner Frank J. Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

This the 29th day of December 2021
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Variance 2201ZB008:

Variance 2201ZB008 by owners Glenn E. and Susan M. Moran, tax parcel 0909O-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2201ZB008

Hearing Date: January 20, 2022

Current Zoning/Use: R-UE / Residential

Legal: Variance 2201ZB008 by owners Glenn E. and Susan M. Moran, tax parcel 0909O-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests two variances. (1) Variance to allow an additional accessory structure where only one accessory structure is allowed. (2) Height variance to allow a 17-foot high accessory structure where 14 feet is the maximum height as stated in Sec. IV Supplementary regulations.

The applicant would like to construct a 13' x 28' covered deck located at 31 53rd Street zoned R-UE (Residential Urban Estates). In review of the site plan submitted by the applicant, all required side and rear yard setbacks are met in regards to this particular zoning district. In addition, the applicant meets the required size limit regulations set forth by the supplementary regulations. The covered deck will be 364 square feet and the city ordinance allows a minimum size of 600 square feet for lot sizes less than an acre.

- (a) The applicant notes that special condition and circumstances of the property is the fact that the property is the lowest point on their block and is conducive to flooding. This prompted the pool and deck to be installed at a higher elevation. Because of this, the applicant feels it makes it impossible to add an addition to the house, therefore, so it created the necessity for a second accessory structure. In an effort to match the roof pitch of the house along with the elevation of the pool, it necessitates the seventeen-foot structure. On December 17, 2021 a site visit was conducted by the staff and found that the elevation of the rear yard appear to be higher than neighboring properties.
- (b) In the application, the applicant cites they have spent a considerable amount of money on landscapers, French drains and sump pumps over the years to help alleviate the flooding and drainage issues with no avail, therefore the applicant feels that the need for the variance was caused by the land itself and not of actions of their own.
- (c) These variances are requested to allow an additional accessory structure and to allow a 17-foot high accessory building to match the elevation of the existing pool and roof pitch of the existing single-family home.
- (d) The applicant states that there are surrounding properties that have multiple accessory structures. Upon the staff site visit, it was found that several properties indeed have multiple accessory structures on the property. (See attached aerial map).
- (e) In review of the application submitted by the applicant as well as conducting of site a visit shows that there are several neighboring properties that consists of at least one additional accessory structure.
- (f) This property is zoned R-UE (Residential Urban Estates), and a second accessory building is a permitted uses through Zoning Board of Adjustment and Appeals approval.

EXECUTIVE SUMMARY

Upon the staff site visit, it was found that several properties have multiple accessory structures within the immediate surrounding area.

Any approval should consider these conditions:

1. Approval grants a variance to allow an additional accessory structure where only one is allowed.
2. Approval grants a variance to allow a 17- foot high accessory structure where 14 feet is the limit.

Technical Report

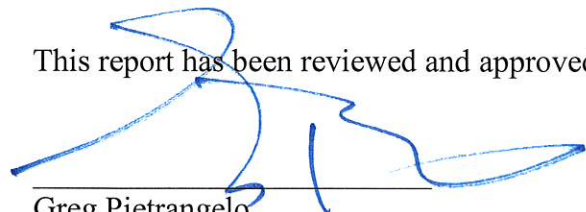
VARIANCE

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 1/5/2022.
<u>Public Works:</u>	No conditions. Memo dated 1/5/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 1/4/2022.
<u>Building Code Services:</u>	Must meet all building codes and all other city ordinance. Memo dated 1/5/2022.
<u>GIS:</u>	No conditions. Memo dated 1/3/2022.
<u>Police Department:</u>	No comment as of 1/5/2022.
<u>Fire Department:</u>	No conditions. Memo dated 12/30/2021.
<u>City Arborist:</u>	No conditions. Memo dated 12/29/2021.

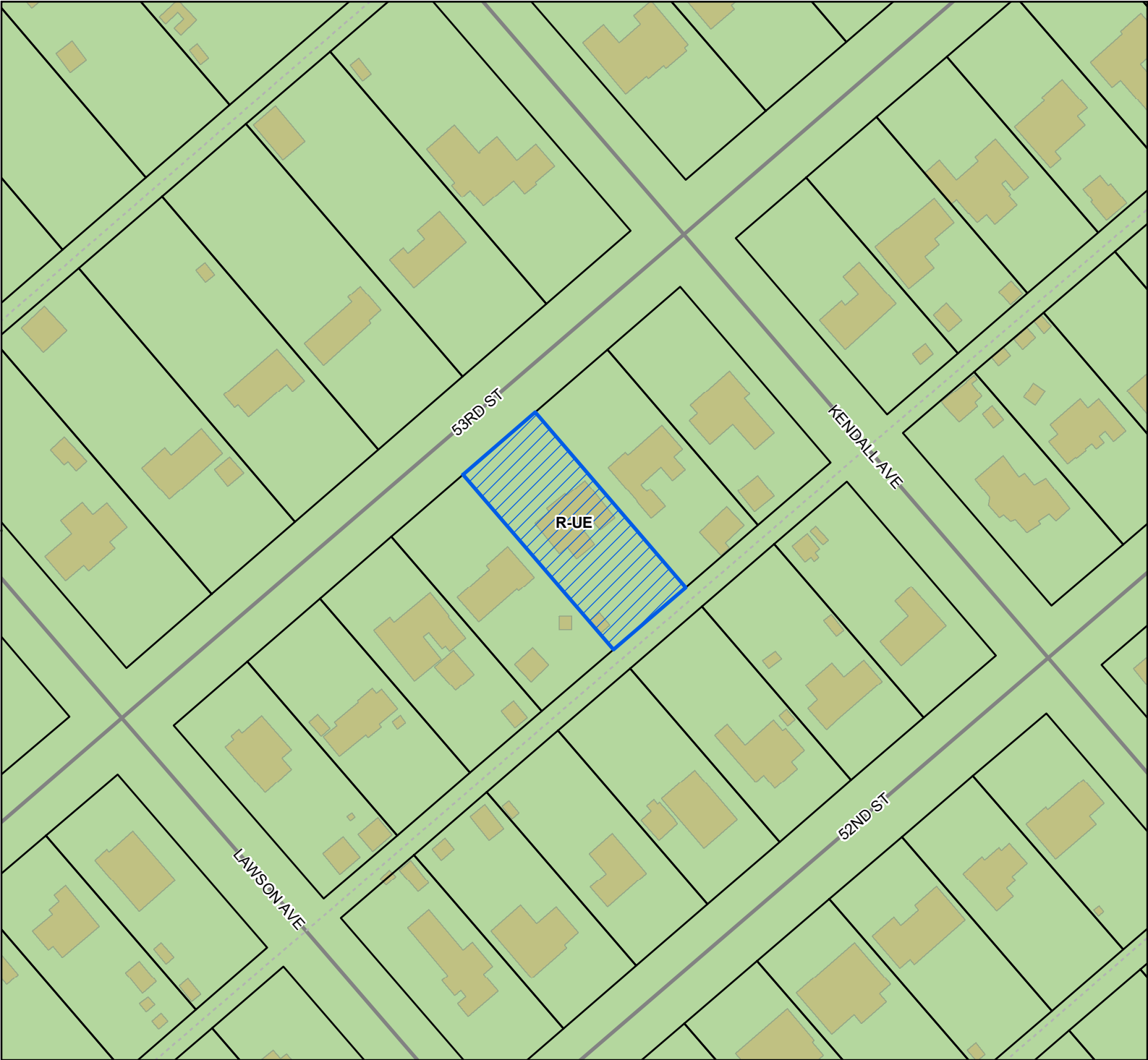
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department





 Site

 Street

 Alley

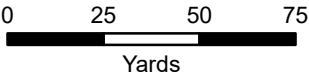
 Parcels

 Buildings

Zoning

 R-UE - Residential Urban Estate

Site Information
09090-04-037.000
Zoning: R-UE
(Urban Residence Estates)
Size: 25,591 sq ft.
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 #: 22012B008Date Received: 12-02-21

Receipt #: _____

Received By: N.W.Zoning: R-UEWard: 4 Flood: XSize: 25,591 sq ft

(If necessary, use separate sheet of paper)

TAX PARCEL # 09090-04-037.000

Address of Property Involved: 31 53rd Street, Gulfport, MS 39507Lot(s) 3, Block(s) 12, Subdivision Gulfport Bayou ViewGeneral Location: Between Kendall Ave + Lawson Ave - Bay View**GENERAL DESCRIPTION OF REQUEST:**

To construct a covered deck with fireplace
next to our pool. The structure will be 17'
It is one ^{Additional} structure - (the utility shed is #1)

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

Glenn E. Moran + Susan M. Moran

Printed Name Of Owner

31 53rd Street

Mailing Address

Gulfport MS 39507

City

State

Zip code

310-948-2052

Home Phone

Work/Cell Phone

smmoran57@gmail.com

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.

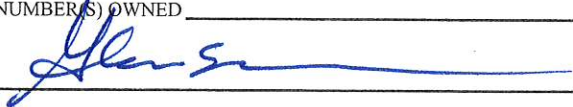
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) Glenn E. Moran

ADDRESS (STREET, CITY, STATE, ZIP CODE) 31-53rd St. Gpt. MS 39507

PHONE # (H) N/A (WK/CELL) 310-488-2954

TAX PARCEL NUMBER(S) OWNED _____

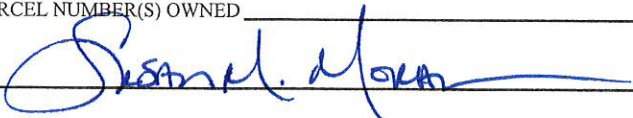
SIGNATURE: 

NAME OF OWNER (PRINT) Susan M. Moran

ADDRESS (STREET, CITY, STATE, ZIP CODE) 31-53rd St. Gpt. MS 39507

PHONE # (H) N/A (WK/CELL) 310-948-2052

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: _____



Covenant Affidavit

I, SUSAN M. MORAN, being owner or agent of the property 31-53rd St. Gpt. MS
PRINT NAME PRIMARY ADDRESS OR PARCEL 39507

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

Susan M. Moran 12-2-21
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2nd day of December, 2021

Cynthia M. Hamner

Notary Public



July 8, 2024

Commission Expiration

In an effort to enhance the appearance, value and enjoyment of our property we are requesting a variance of the structure height and the limit of one accessory structure ordinance related to our property. In answer to the six questions regarding our request please see below.

1. The special condition and circumstances of our property is the fact that our property is the lowest point on our block therefore it is conducive to flooding. This prompted the previous owners to install the pool and deck at a higher elevation. Because of this higher elevation it makes it impossible to add an addition to the house which is what we would have liked to do - just walk out the back door to a covered patio/deck next to the pool. Unfortunately we are unable to do this and it has created the necessity for a second accessory structure, the first structure being our utility shed that houses our lawn and pool equipment. In an effort to match the roof pitch of our house along with the elevation of the pool it necessitates the seventeen foot structure. With the required fourteen foot ordinance it lowers our view point from the house and although it is not physically attached to the house we want it to look like the house. By lowering the pitch it cheapens the look and takes away from the design and appeal of the property.
2. We did not cause the need for the variance. We purchased the property with the existing pool and deck. We were unaware of the drainage and flooding at the time of the purchase. The sellers did not feel any moral or ethical need to share this information. We have spent a considerable amount of money on landscapers, french drains and sump pumps over the years as well as repeated requests for help from the city for sufficient drainage in the alley to help alleviate the flooding but twenty-eight years later here we are. Now we are just trying to work around the elevated pool & deck & the yard issues to add something that we and those that own the house after us can enjoy and benefit from.
3. As explained earlier we cannot build an addition to our house as we would like to do because of the low yard and elevated pool. Instead we want to construct a covered deck to enjoy and enhance our pool experience we want to cover our deck with an aesthetically appealing structure. In addition, I have had an experience with skin cancer and the cover over the deck next to the pool will help me enjoy the comfort of shade while watching my grandchildren play in the pool without worry. I think that our situation is not so unique and that the elevation hardships have been experienced by other property owners thus the multitude of additional structures on properties throughout the city.
4. We are replacing the old deck and building a new deck with a roof - just a covered patio with a fireplace which will increase the value of our property and improve the appearance. It is necessary to retain the utility shed for secure storage. The neighborhood is filled with structures around their pools which enhance the value & enjoyment.
5. No to the special benefits because again our neighborhood contains numerous properties that have two or more structures. Over the years we have seen many property improvements permitted. Obviously, our improvements will be consistent with what has been permitted in the past. We understand that the ordinance we are asking a variance for is fairly new and we have to believe was put in place for some reason other than a covered deck problem. We are improving our property contributing to the market value of our property which in turn will contribute to the marketability of the whole neighborhood.
6. We are simply asking to add a very nice, well constructed covered structure with no walls in order to safely enjoy our pool and enhance the value of our property - which should be the right of any homeowner.

We appreciate your consideration of our request,

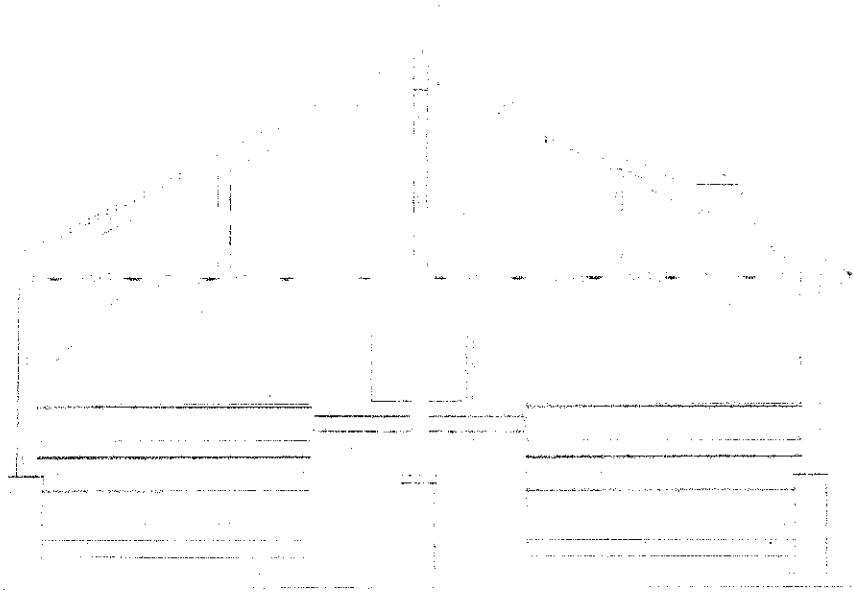
Glenn & Susie Moran

MORAN Outdoor Pavilion

31 53RD STREET
GULFPORT, MS 39530

2. HOSPITALITY BUILDING
3. TUNNICK CENTER BUILDING
4. STATIONERY BUILDING
5. ACCESSORY BUILDING
6. HALLWAY BUILDING

1. SITE PLAN
2. FLOOR PLAN
3. ELEVATION
4. SECTION
5. DETAIL



1 FRONT ELEVATION

PRELIMINARY NOT FOR CONSTRUCTION

P.D.M.

PROJECT

1/1/1988

53RD STREET

101.39 ±

Driveway

121.69

EXISTING HOUSE

EXISTING POOL

PROPOSED
GAZEBO

28.39

EXISTING
POOL
SLOPE

28.43 30.54

515' 10" ±

101.39 ±

ALLEY

SHEET NO.	1
DATE	10-10-2021
REVISION DATE	
DRAWN BY:	
CHECK BY:	
DEP	
SHE	

53RD STREET

101.39[±]

Driveway

121.69

EXISTING HOUSE

EXISTING POOL

PROPOSED
GAZEBO

45' 10 1/2" ±

28.39

string
of
wall

28.43 30.59

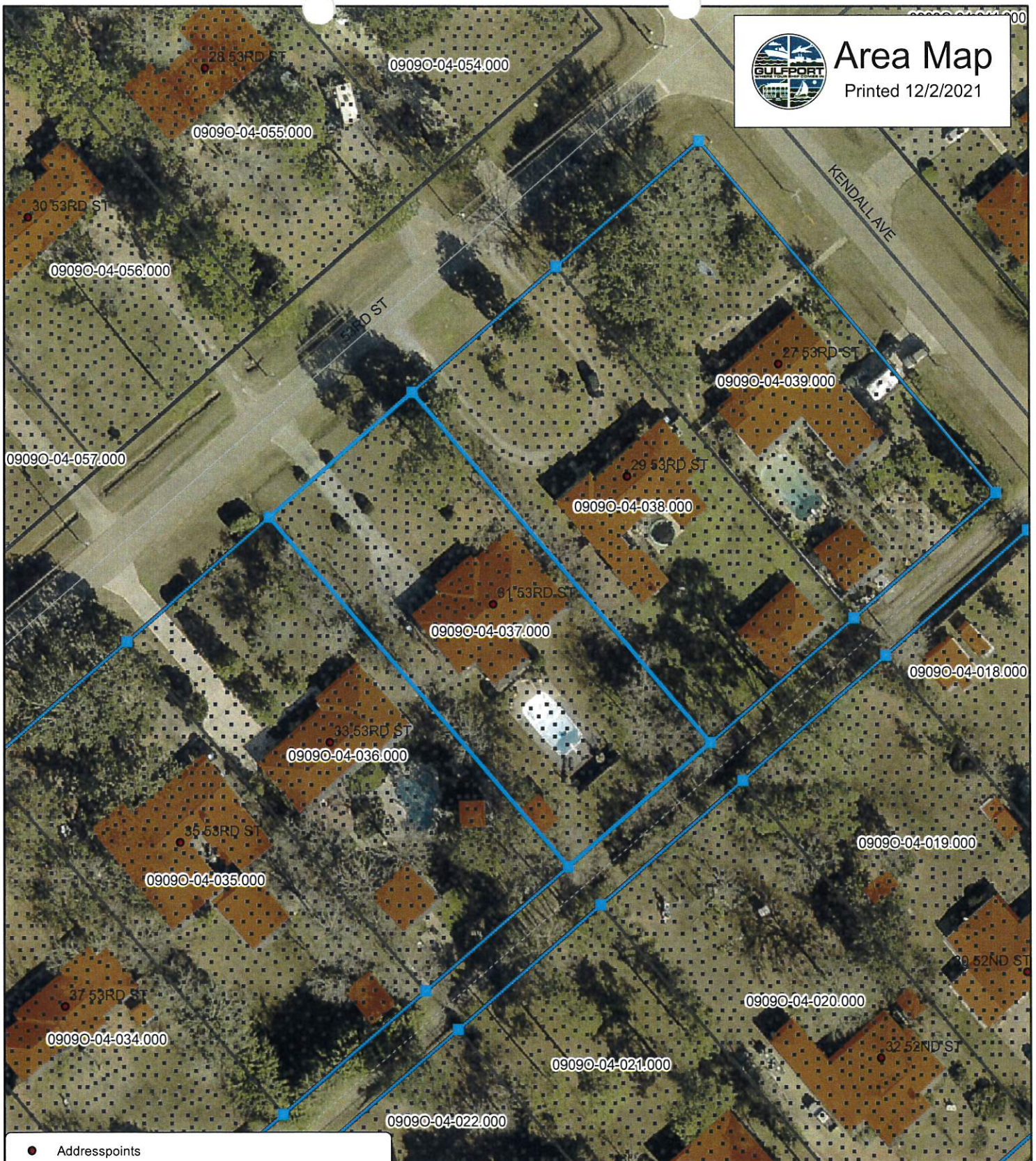
101.392[±]

248.9[±]



Area Map

Printed 12/2/2021



Addresspoints

sde.DBO.BayouViewOverlay

Representation: sde.DBO.BayouViewOverlay_Rep

Original Bayou View

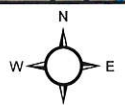
Collector

Minor/Residential

Alley

WaterFeatures

Parcels



1 inch = 70 feet

DATA DISCLAIMER:

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ENTER

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WE, RICHMOND C. RANDALL and wife, CHERIE S. RANDALL, do hereby sell, convey and warrant unto GLENN E. MORAN and wife, SUSAN M. MORAN, as joint tenants with full rights of survivorship and not as tenants in common, that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, State of Mississippi, described as follows, to-wit:

Lot Three (3), Block Twelve (12), Gulfport Bayou View Subdivision, Gulfport, First Judicial District, Harrison County, Mississippi, as per 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.

This conveyance is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

Taxes for the year 1993 have been prorated and assumed by the Grantees.

WITNESS OUR SIGNATURES, this the 25 day of June, 1993.

Richmond C. Randall
RICHMOND C. RANDALL

Cherie S. Randall
CHERIE S. RANDALL

STATE OF MISSISSIPPI
COUNTY OF Harrison

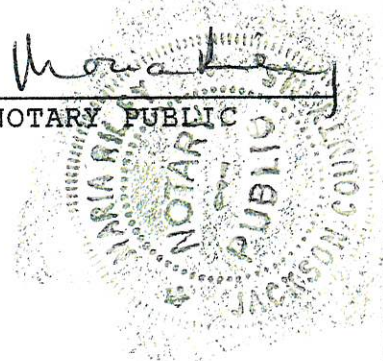
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named RICHMOND C. RANDALL and CHERIE S. RANDALL, who acknowledged that they signed and delivered the foregoing Warranty Deed on the day and year therein written as their own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 25th day of June, 1993.

MY COMMISSION EXPIRES:

4-21-96

Notary Public
NOTARY PUBLIC



GRANTOR'S ADDRESS: 14 E 52nd Street, Gulfport, MS 39507
 GRANTOR'S TELEPHONE: 601-864-6096

GRANTEE'S ADDRESS: 3153rd St. Gulfport, MS 39507
 GRANTEE'S TELEPHONE: N/A

STATEMENT OF FEES

First Page 500
 Add. Page at \$1.00 7
 Abstracting/Section at \$1.00 \$1.00
 Marginal Entry at .50 5
 Other 5
 Total Fees \$7.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 4 o'clock
 and 02 minutes P. M. on 2 day of July, A.D. 19 93
 and recorded July 6, 19 93 in Records of Deeds Book 1246 Pages 81-82

G.N. CREEL, Chancery Clerk

By Elizabeth M. Caraman, D.C.

3888

SURVEYOR'S INSPECTION REPORT AND CERTIFICATE

INSTRUCTIONS — Registered Land Surveyor will complete this report and attach copy of Survey or Plat. The Plat must show all reference points mentioned in the description, the boundary lines and all courses and distances; the location of the improvements on the land and distances from lot lines; a complete legal description of the property, including the commencement point and the point of beginning, the road by which subject property has access should be designated as being a public road and any encroachments, party walls, easements and etc. should be shown. The Plat must be dated, sealed and signed by Registered Land Surveyor.

To: MISSISSIPPI VALLEY TITLE INSURANCE COMPANY

THIS IS TO CERTIFY, that I have made an accurate survey of the premises standing in the name of

situated in _____

known as Street Numbers _____

and shown on the accompanying survey entitled: _____

being further described as follows, to-wit: _____

DESCRIPTION: Lot Three (3), Block Twelve (12), GULFPORT BAYOU VIEW SUBDIVISION, Gulfport, First Judicial District, Harrison County, Mississippi, as per 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.

I made careful inspection of said premises and of the improvements located thereon at the time of making such survey, and from such inspection I found _____

_____ to be in possession of said premises as ☐ tenant ☐ owner.

I ALSO CERTIFY THAT ALL OF THE AFFIRMATIVE CERTIFICATIONS ON THE REVERSE SIDE HEREOF ARE CORRECT EXCEPT AS FOLLOWS:

⑤ Corner of Chainlink Fence encroaching 2.5' onto Alley Right-of-Way.

Witness my signature this the _____

day of _____

19 93



By _____

Registered Land Surveyor

(601) 864-2645

Telephone Number

SURVEYED FOR: Champions Realty

DESCRIPTION: Lot Three (3), Block Twelve (12), GULFPORT BAYOU VIEW SUBDIVISION, Gulfport, First Judicial District, Harrison County, Mississippi, as per 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.

IR. = Iron Rod IP. = Iron Pipe

CERTIFICATE: THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNY L. ALSTON
REGISTERED LAND SURVEYOR INC.
4602 KENDALL AVE.
GULFPORT, MS 39507
(601) 864-2645
NO. LS-2529
STATE OF MISSISSIPPI

DATE OF FIELD SURVEY: 06/09/93

Reference materials: D.B. 1097, pg. 138

All bearings on this plat were based on the record bearing of the South margin of 53rd Street.

The above described property lies in firm zone C, community panel 285253-0001-C of the F.E.M.A. flood zone maps revised July 4, 1988.

N 50°02'54" E
102.99
IP. FND
102.99

STATE OF MISSISSIPPI

1 A.P.S.

250.30

05 39°52'33" E

LOT 2

95.88

120.4

48.1

18.4

12

18.5

20.35

18

19.7

17.4

6

24.5

6.5

3.5

19.5

37.6

23.07

10.6

18

12

N 50°00'00" E 102.98 A.P.S.

53RD STREET
80' R/W

LOT 3

CONCRETE DRIVE

PORCH

CARPORT

1 STORY WOOD HOUSE ON SLAB

WOOD FENCE

POOL
DECK

IP. FND
MV
103.10

N 50°12'10" E

250.27 A.P.S.

N 39°54'05" W

10.3

3.06

2.81

14.2

24.14

102.86

S 50°10'11" W

102.86

25.4

12

BLK 12

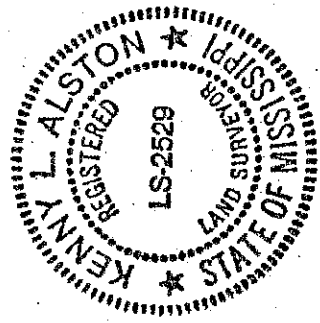
25' ALLEY

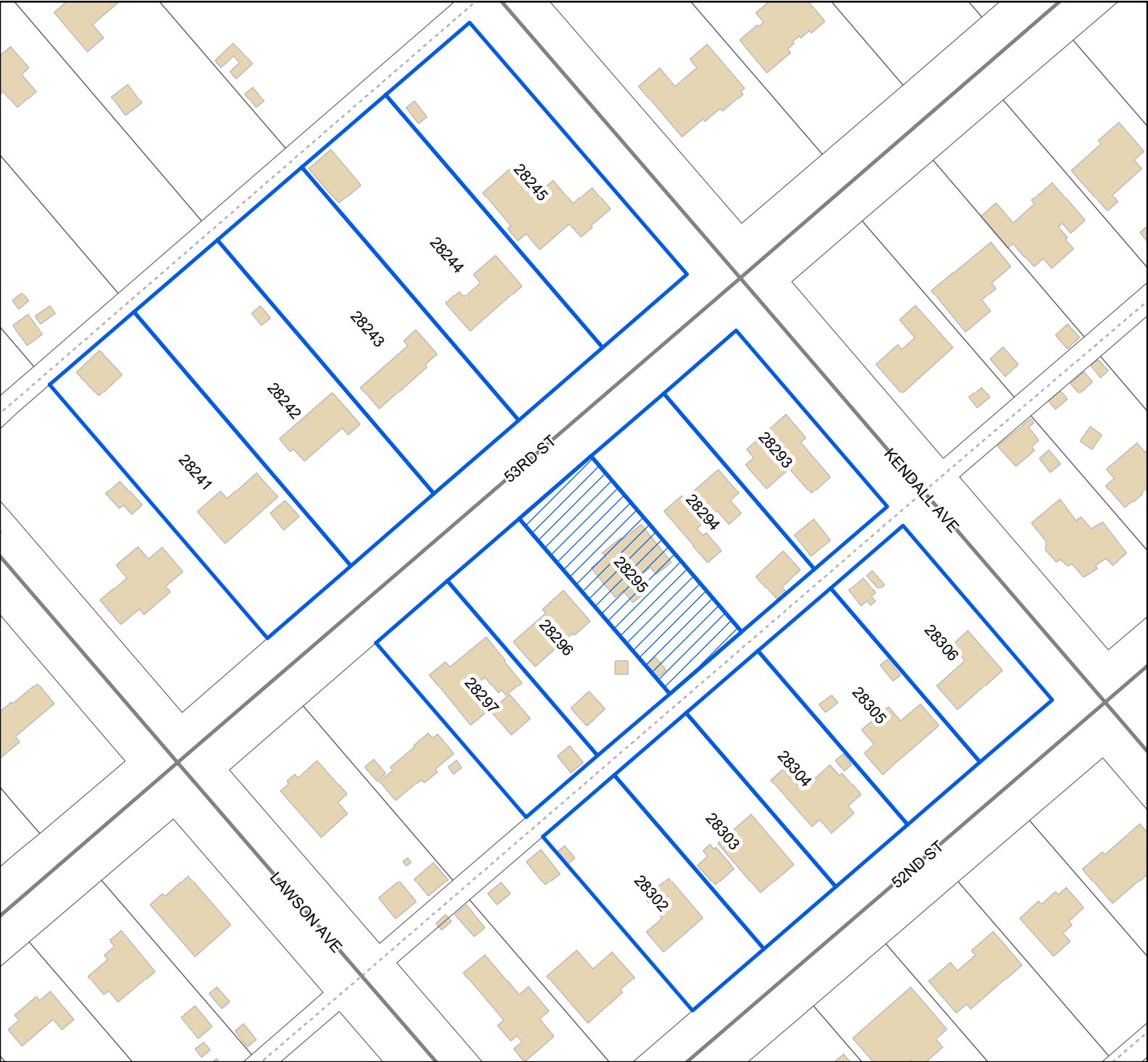
CHAINLINK FENCE

ENCROACHING

POST

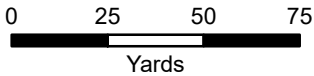
I' = 30'
CLASS B
DMG. #93-612





Legend

- Site
- Adjacent Properties
- Street
- Alley
- Buildings



1 inch = 150 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	28295	0909O-04-037.001	GLENN & SUSAN MORAN (OWNER)	31 53RD ST	GULFPORT	MS	39507
	28295	0909O-04-037.000	MORAN GLENN E & SUSAN M	31 53RD ST	GULFPORT	MS	39507
N			Adjacent Property Owners				
	28306	0909O-04-018.000	HEINRICH ROBERT B & ELISABETH J	28 52ND ST	GULFPORT	MS	39507
	28294	0909O-04-038.000	HENGEN JOSEPH & AMY	29 53RD ST	GULFPORT	MS	39507
	28302	0909O-04-022.000	HOLLAND SCOTT A	36 52ND ST	GULFPORT	MS	39507
	28244	0909O-04-055.000	JAMES BILLY C JR & BETTY C	28 53RD ST	GULFPORT	MS	39501
	28296	0909O-04-036.000	JONES PEGGY S	33 53RD ST	GULFPORT	MS	39507
	28293	0909O-04-039.000	JONES SANDRA J AND JAMES BYRON W	27 53RD ST	GULFPORT	MS	39507
	28303	0909O-04-021.000	KANE SIDDAL LILLIAN MAIZE	37-56TH ST	GULFPORT	MS	39507
	28305	0909O-04-019.000	MCGUIRE SHIRLEY D -TRUSTEE-	30 52ND ST	GULFPORT	MS	39507
	28241	0909O-04-058.000	MORALES IGNACIO LOPEZ &	34 53RD ST	GULFPORT	MS	39507
	28297	0909O-04-035.000	PALAZZO GEORGE EUGENE II & MARY L	35 53RD ST	GULFPORT	MS	39507
	28304	0909O-04-020.000	PITTMAN WILLIAM C & NANCY C	32 52ND ST	GULFPORT	MS	39501
	28245	0909O-04-054.000	RAMSAY GREGORY A & TRACY J	26 53RD ST	GULFPORT	MS	39507
	28243	0909O-04-056.000	READMAN PEYTON D	30 53RD ST	GULFPORT	MS	39507
	28242	0909O-04-057.000	WARFIELD LISA -TRUSTEE-	32 53RD ST	GULFPORT	MS	39507

RE: Variance 2201ZB008 by owners Glenn E. and Susan M. Moran, tax parcel 0909O-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

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, January 20, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, January 20, 2022**. 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.

12.11

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 P.M., Thursday, January 20, 2022, 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 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

Variance 2201ZB008, by owners Glenn E. and Susan M. Moran, tax parcel 0909C-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Variance 2201ZB012, by owner Geldy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Variance 2201ZB018, by owner Frank J. Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

This the 29th day of December 2021
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Variance 2201ZB011:

Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2201ZB011

Hearing Date: January 20, 2022

Current Zoning/Use: T4L / Vacant commercial building

Legal: Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance in order to alleviate the property from the city's parking standards. While the property has room to upgrade, the applicant has requested to continue to use the property as it currently exists. Specifically, they request the following variances: 1) a variance of 2 parking spaces to allow 3 parking spaces where 5 are required for the use proposed; 2) a variance to back into the right-of-way for commercial parking where turn around on site is required.

- (a) The applicant notes that the property and building are special because it is "ideal for a small business/office space." This statement is not unique to the land nor the building; the property can be upgraded to meet city standards.
- (b) In the application, there are no statements to separate the applicant from the special conditions of the site as required by ordinance.
- (c) These variances could be alleviated by less stringent parking regulations through an ordinance change. The site also has room to be upgraded for the ordinance requirements.
- (d) The applicant discusses this being a business district; on the contrary, this is a mixed-use district. Few commercial businesses are allowed in this district, and when allowed, they are expected to have a soft and blended impact. Instead, this is a metal building adjacent to residential structures (see attached photo).
- (e) Even though the area is a mixed-use district, the T4L district has one other commercial use that meets its parking requirements. The other properties are residential and meet their parking on site. Allowing these variances would be granting special privileges to this particular property.
- (f) This property is zoned T4+, and an office is a permitted use.

EXECUTIVE SUMMARY

Considering the site, its ability to meet parking on site, and not meeting all 6 criteria for variance this request should not be approved.

Any approval should consider these conditions:

- 1. Approval grants a variance of 2 parking spaces to allow 3 parking spaces where 5 are required for the use proposed.
- 2. Approval grants a variance to back into the right-of-way for commercial parking where turn around on site is required.
- 3. Use alleyway in lieu of backing into 15th Street.
- 4. Provide site plan at the time of permitting.

DEPARTMENTAL CONDITIONS

Engineering:

Conditions dated 1/5/2022:

- 1. Use alleyway in lieu of backing into 15th Street
- 2. Provide site plan at the time of permitting

Public Works:

Conditions dated 1/5/2022:

- 1. Use alleyway in lieu of backing into 15th Street
- 2. Provide site plan at the time of permitting

Technical Report

VARIANCE

Traffic and Safety: No conditions. Memo dated 1/04/2022.

Building Code Services: No conditions. Memo dated 1/05/2022.

GIS: No conditions. Memo dated 1/03/2022.

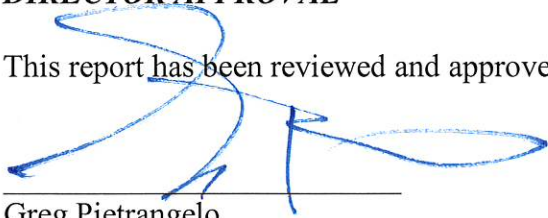
Police Department: No comment as of 1/10/2022.

Fire Department: No conditions. Memo dated 12/30/2021.

City Arborist: No conditions. Memo dated 12/29/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department





3101 15th St

Intersection Photo



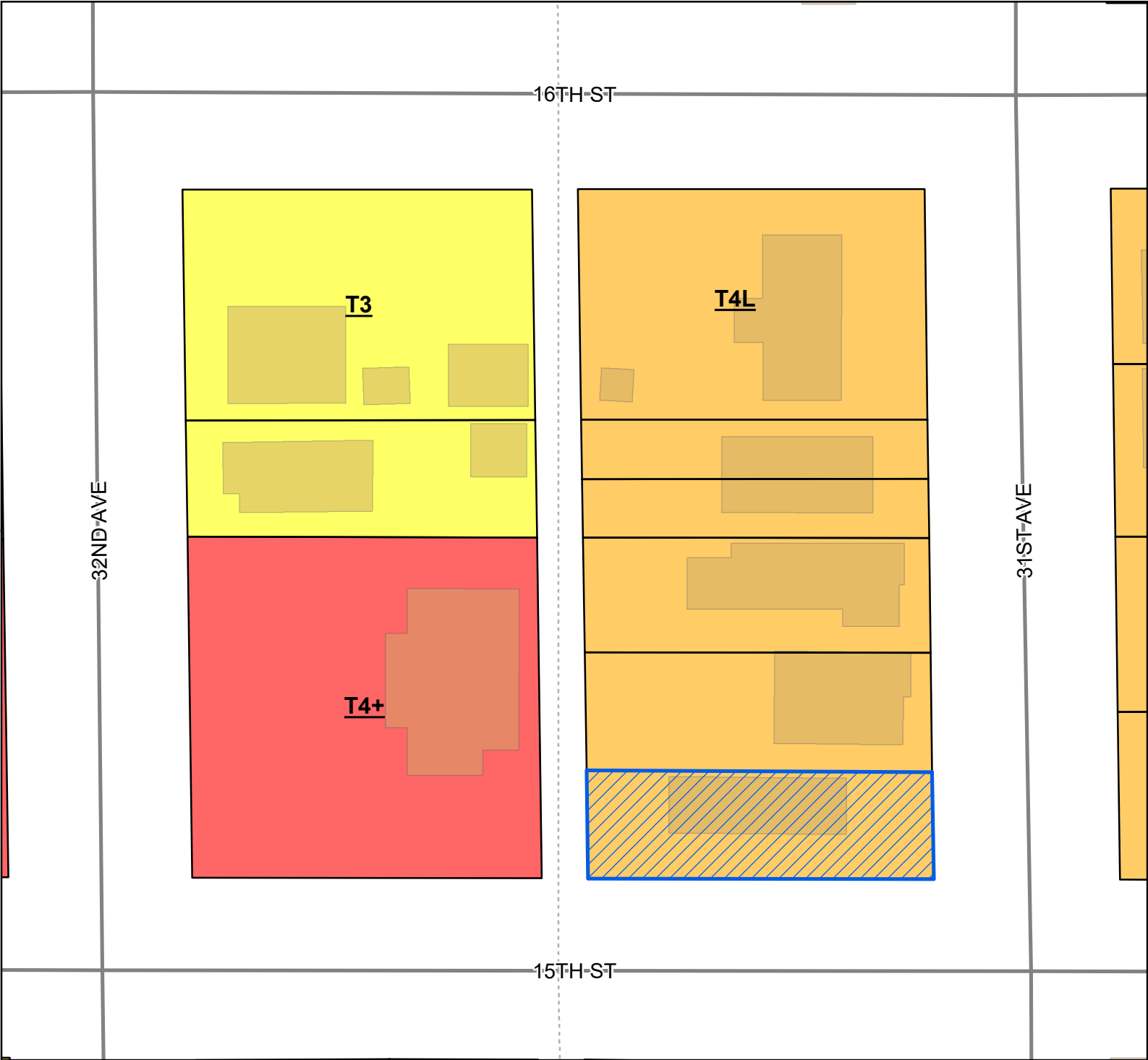
Image capture: Mar 2021 © 2022 Google

Gulfport, Mississippi

Google

Street View - Mar 2021





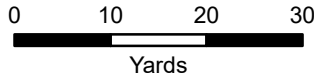
- Site
- Street
- Alley
- Parcels
- Buildings

Smart Code

- T4+
- T4L
- T3

Site Information

0811E-03-092.001
Zoning: T4L (General Urban Zone "Limited")
Size: 7,500 square feet
Flood: X



1 inch = 60 feet



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

For Staff Use Only

Case File #: 2201 ZB011Date Received: 12/6/21

Receipt #: _____

Received By: D²Zoning: T4LWard: 2 Flood: XSize: .16 Acres

(If necessary, use separate sheet of paper)

TAX PARCEL #	0	8	1	1	E	-	0	3	-	0	9	2	●	0	0	1
						-			-				●			
						-			-				●			

Address of Property Involved: 3100 15th street Gulfport, MS, 39501

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: Northwest corner of 31st ave and 15th st.**GENERAL DESCRIPTION OF REQUEST:**requesting 3 parking spots instead of 5 and one parking spot has only 20 feet and roadway to back out of instead of 25 feet

It is an office with 2 employees and no retail traffic. Servicemaster is the new tenant

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**

David Wolf Real Estate Trust

 Printed Name Of Owner
4012 Adams Ave

Mailing Address

Gulfport MS 39507

City State Zip code

228-452-9021 228-760-0588

Home Phone Work/Cell Phone

dwolf@earthcareus.com

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.



John 1st Judicial District
Instrument 2016 2635 D -J1
Filed/Recorded 4/28/2016 01:00 P
Total Fees \$ 23.00
3 Pages Recorded

Index: Lots 11 & 12
Blk 165, Original Gulfport

Prepared by and return to:
Michael J. Wolf
MS Bar No. 99406
Page, Kruger & Holland, P.A.
P.O. Box 1163
Jackson, MS 39215-1163
(601) 420-0333

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM 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, WOLF INDUSTRIES, INC., A Mississippi Corporation, does hereby grant, bargain, convey and quit claim, unto DAVID WOLF REAL ESTATE TRUST, DAVID WOLF, TRUSTEE, the following described property, together with improvements, hereditaments and appurtenances

thereunto situated and located in the First Judicial District of the County of Harrison,
State of Mississippi, and more particularly described as follows, to-wit:

**Lots 11 and 12, of Block 165 Original Gulfport, a subdivision
according to a map or plat thereof which is on file and of record in the
Office of the Chancery Clerk of Harrison County, Mississippi.**

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

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

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 16th day of
April, 2016.

**WOLF INDUSTRIES, INC., A
Mississippi Corporation**


BY: DAVID WOLF, President

3

STATE OF MISSISSIPPI
COUNTY OF Rankin

PERSONALLY appeared before me, the undersigned authority in and for this jurisdiction, the within named **DAVID WOLF**, who acknowledged to me that he is the **PRESIDENT** of **WOLF INDUSTRIES, INC.**, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said company, having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL, this the 16th day of April, 2016.

Rene Guilloffe
NOTARY PUBLIC

(SEAL)
NOTARY PUBLIC
COMMISSION EXPIRES:
ID # 113722
RENE GUILLOTTE
Sept. 13, 2019
RANKIN COUNTY

ADDRESS OF GRANTOR:

1120 Broad Avenue
Gulfport, MS 39501
228 863-3331

ADDRESS OF GRANTEE:

23499 Stablewood Cir.
Pass Christian, MS 39571-6805
228 760-0588



Covenant Affidavit

I, DAVID WOZK, being owner or agent of the property 3100 15TH St, Gulfport
PRINT NAME PRIMARY ADDRESS OR PARCEL
MS 39501

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

12/1/21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 1ST day of December, 20 21

Brenda S Chapman
Notary Public



3-22-2025
Commission Expiration



Covenant Affidavit

I, DAVID WOLF, being owner or agent of the property 3100 15th St Gulfport MS
PRINT NAME PRIMARY ADDRESS OR PARCEL 39501

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

12-6-21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 6th day of December, 2021

Brenda S. Chapman

Notary Public



3-22-2025

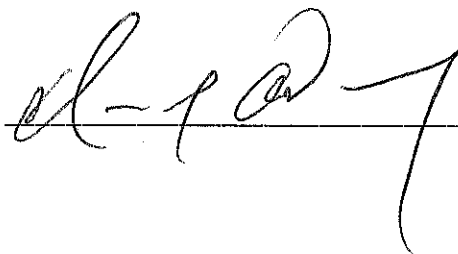
Commission Expiration

Affidavit

This request is for 3100 15TH Street, Gulfport, Mississippi does not violate any restrictions or protective covenants

DAVID J. WOLF

Printed Name of Owner

 Signature of Owner 12/1/24

Response to part F for application for variance, City of Gulfport

1. This property is special and is in need of a variance because it is ideal for a small business/office space in an area other business of similar types. Additional street parking is available.
2. These special conditions are not the result from the actions of the applicant.
3. An unnecessary hardship is created by the physical character of the property if additional parking is not included on the property, we will never be able to use this property for any business. It is possible to park on the street but it is traditionally not done at this location.
4. This is a business district and the request for just one less parking spot. Instead of 5 we are requesting 4 regular parking spots and 1 handicapped parking spot. The literal interpretation of the provisions of the zoning orders does not allow for street parking of which there is ample.
5. The granting of this variance will not confer any special privilege is denied by this variance.
6. The proposed use is permissible by the special exception to number of parking spots and the length of space to back up out of one space from 25 to 20 feet.

0811E-03-092.004



0811E-03-092.000

1507 31ST AVE

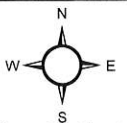
31ST AVE

A hand-drawn site plan of a property. The plan is rectangular with dimensions 36 (width) and 67.5 (length) written at the top. The left side is labeled '45' and '518'. The right side is labeled '40.5' and '25'. The plan is divided into several sections. The top-left section is labeled '13' and 'MC'. The top-middle section is labeled '9' and '9'. The top-right section is labeled '4' and '10'. The bottom-left section is labeled '13' and 'MC'. The bottom-middle section is labeled '9' and '9'. The bottom-right section is labeled '4' and '10'. A red dot is located at the bottom center, labeled '3100 15TH ST'. A label '0811E-03-092.001' is located in the bottom-right section. A label '150' is written at the bottom center.

15TH ST

3 regular parking spots
1 handicapped spot

0811L-04-007.000



1 inch = 30 feet

-  Addresspoints
-  Minor Arterial
-  Minor/Residential
-  Alley
-  WaterFeatures
-  Parcels

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Area Map

Printed 11/19/2021



1 inch = 33 feet

 Parcels **Harrison_HughRes_2020.sid**

RGB

 Red: Band_1

 Green: Band_2

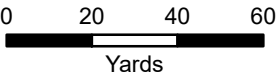
 Blue: Band_3

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Legend

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



1 inch = 135 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	101832	0811E-03-092.001	DAVID WOLF REAL ESTATE TRUST (OWNER)	4012 ADAMS AVE	GULFPORT	MS	39507
N	20236	0811L-04-005.000	WOLF DAVID -TRUSTEE-	4012 ADAMS AVE	GULFPORT	MS	39507
N	101832	0811E-03-092.001	WOLF DAVID REAL ESTATE TRUST	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
N	20210	0811L-04-007.000	WOLF DAVID REAL ESTATE TRUST	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
N			Adjacent Property Owners				
	20164	0811E-03-087.000	AUSTIN JARRED	1507 32ND AVE	GULFPORT	MS	39501
	20162	0811E-03-089.000	CALHOUN CLINTON	1518 32ND AVE	GULFPORT	MS	39501
	20154	0811E-03-093.000	CAMERON MARVIS J	1525 31ST AVE	GULFPORT	MS	39501
	25640	0811E-03-104.000	CURRIE EDWARD H JR	1533 30TH AVE	GULFPORT	MS	39501
N	25643	0811E-03-101.000	DAVID WOLF REAL ESTATE TRUST	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
N	20235	0811L-04-004.000	DAVID WOLF REAL ESTATE TRUST	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
	20161	0811E-03-090.000	DRAPER MARIA E	4500 LOVELAND ST	METAIRIE	LA	70006
	89889	0811L-04-010.000	EBHJ PROPERTIES LLC	6401 SHORE DR	OCEAN SPRINGS	MS	39564
	88392	0811E-03-092.000	HINTON EVELYN W PAYNE STATEN	1507 31ST AVE	GULFPORT	MS	39501
	20160	0811E-03-091.000	IRONS ROY L	P O BOX 3119	GULFPORT	MS	39505
	25651	0811E-03-094.000	JACKSON JANICE MARIE	1508 31ST AVE	GULFPORT	MS	39501
	20195	0811L-04-027.000	KOPTYRA MICHAEL J & OLGA V	P O BOX 3733	GULFPORT	MS	39505
	20237	0811L-04-006.000	LOCK KEVIN H	3019 15TH ST	GULFPORT	MS	39501
	20228	0811L-04-023.000	LOUPE RONALD J	512 NORTH PIERCE AVE	METAIRIE	LA	70003
	88394	0811E-03-097.000	MIZELL LINDA BROWN	2000 GLEN CV DR	GAUTIER	MS	39553
	25649	0811E-03-096.000	MUNOZ MARVIN RAUL E & MENDEZ GLORIA	1504 31ST ST	GULFPORT	MS	39501
	25650	0811E-03-095.000	NOTO F C JR	1506 31ST AVE	GULFPORT	MS	39501
N	25646	0811E-03-098.000	NOTO FRANK C JR	1506 31ST AVE	GULFPORT	MS	39501
N	25645	0811E-03-099.000	NOTO FRANK C JR	1506 31ST AVE	GULFPORT	MS	39501
	25644	0811E-03-100.000	NOTO MYRNA S	1507 DIANA DR	GULFPORT	MS	39501
N	25642	0811E-03-102.000	NOTO STEVEN TODD	1506 31ST AVE	GULFPORT	MS	39501
	126184	0811E-03-092.004	PARKS HOLDINGS 1 LLC	27389 EAST LAKE CYPRESS DR	PERKINSTON	MS	39573
N	106080	0811E-03-092.003	PARKS HOLDINGS 1 LLC	27389 EAST LAKE CYPRESS DRIVE	PERKINSTON	MS	39573
	20196	0811L-04-028.000	PITTS WALTER J	1419 32ND AVE	GULFPORT	MS	39501
	20197	0811L-04-029.000	PUFFER LAURA C	1415 32ND AVE	GULFPORT	MS	39501
	20211	0811L-04-008.000	QUISENBERRY KENNETH & LISA	256 MORNINGSIDE AVE	DAYTONA BEACH	FL	32118
	20232	0811L-04-001.000	RENAUDIN FAMILY PROPERTIES LLC	711 OXLEY STREET	KENNER	LA	70065
	106079	0811E-03-092.002	RUSHING NED & FRANKIE	1715 HWY 16W	CARTHAGE	MS	39051
	20165	0811E-03-086.000	SAMPLES MARGIE I	1501 32ND AVE	GULFPORT	MS	39501
	20229	0811L-04-024.000	SIMPSON AGNES MARIE GUNDLING	420 COUNTRY CLUB BLVD	SLIDELL	LA	70458

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	20231	0811L-04-026.000	SIMPSON AUGUSTUS A JR	420 COUNTRY CLUB BLVD	SLIDELL	LA	70458
	20212	0811L-04-009.000	SMITH BUILDING CONSULTANTS LLC	808 E OLD PASS RD	LONG BEACH	MS	39560
	20230	0811L-04-025.000	TAPPAN SHANNON PAUL ETAL	3115- 15TH STREET	GULFPORT	MS	39501
	20227	0811L-04-022.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571

RE: Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), 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, January 20, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <https://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, January 20, 2022**. 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.

D. 11

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 P.M., Thursday, January 20, 2022, 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 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

Variance 2201ZB008, by owners Glenn E. and Susan M. Moran, tax parcel 0909C-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

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Variance 2201ZB012, by owner Geldy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Variance 2201ZB018, by owner Frank J. Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

This the 29th day of December 2021
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Variance 2201ZB012:

Variance 2201ZB012, by owner Geidy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2201ZB012

Hearing Date: January 20, 2022

Current Zoning/Use: T4+ / Single-family home

Legal: Variance 2201ZB012, by owner Geidy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance to allow additional parking. More specifically the variance is to allow a detached open parking area in the front yard when it is required to be located beyond the front façade of the principal structure.

- (a) The applicant notes that having four vehicles and an excavator to work is a need for the extra space. While this justification does not pertain to the hardship of the land or structure, it is important to note that HybridCode was intended to create a harmonious framework of transit and parking. In addition, the applicant is in violation of the City's ordinance for outdoor storage of certain vehicles or equipment.
- (b) In the application, the applicant cites that if needed they can present papers of the vehicles as reason for the additional front yard parking. This provides verification that the applicant is the cause of special conditions.
- (c) Unnecessary hardship is stated by the applicant that the "the excavator is very heavy and when it rains, it becomes muddy along with the two 4x4 cars." Upon staff review of the aerial imagery, there is parking that accommodates the required two vehicles. The physical character of the land does not justify the need for the additional front yard parking. An ordinance change is needed, as it would be more appropriate in this circumstance.
- (d) According to the applicant, this option is better for the property and the vehicles so they do not cause problems for the neighbors or the environment. Staff review of the area found the surrounding neighborhood does not have more than one hard surface parking area.
- (e) Granting this variance would set precedence in the neighborhood by creating more non-conforming front yard parking and would grant the applicant special privileges.
- (f) This property is zoned T4+, and a single-family home is allowed by right.

EXECUTIVE SUMMARY

No legitimate hardships were provided by the applicant in the written request. City ordinance requires 6 hardship conditions to be met in order to justify a variance. Approval of this variance would cause the HybridCode zones to lose its purpose of creating a coordinated aesthetics of parking beyond the front façade. In addition, see attached photos of present parking conditions. If approved, the variance would create a parking lot in the front façade,

Any approval should consider these conditions:

1. Approval grants a variance to allow front yard parking where parking is required beyond the front façade.
2. Driveway curb cut to match existing curb cuts along Curcor Drive

DEPARTMENTAL CONDITIONS

Engineering:

Driveway curb cut to match existing curb cuts along Curcor Drive. Memo dated 1/5/2022.

Public Works:

Mirror existing curb cut and driveway on Curcor Drive. Memo dated 1/5/2022.

Technical Report

VARIANCE

Traffic and Safety: No conditions. Memo dated 1/4/2022.

Building Code Services: No conditions. Memo dated 1/5/2022.

GIS: No conditions. Memo dated 1/3/2022.

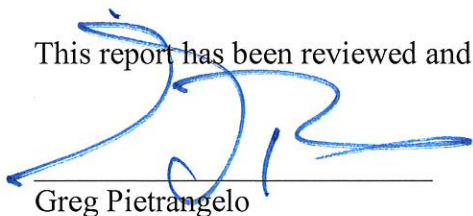
Police Department: No comment as of 1/6/2022.

Fire Department: No conditions. Memo dated 12/30/2021.

City Arborist: No conditions. Memo dated 12/29/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



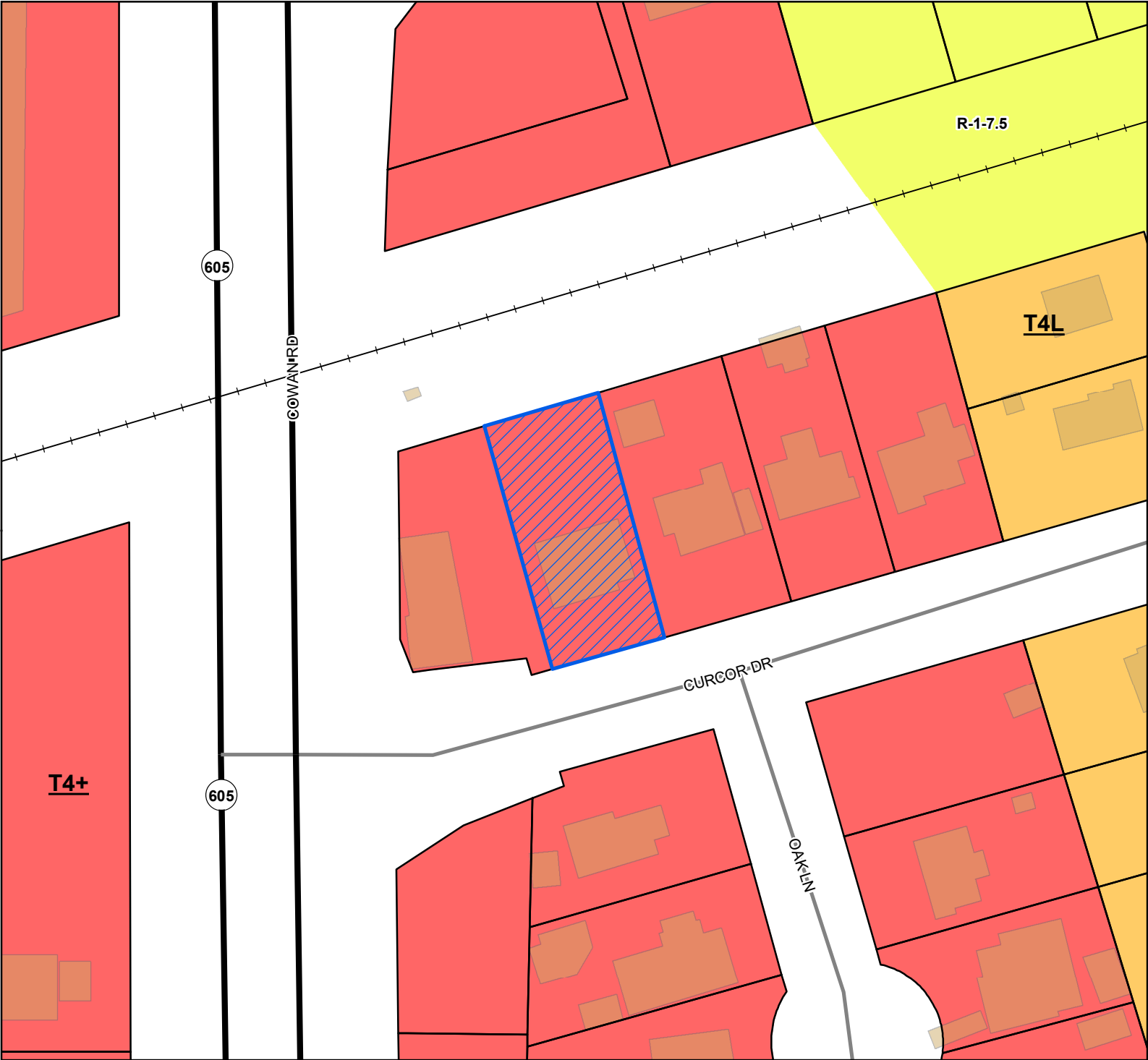
Jan 3, 2022 at 11:04



Jan 3, 2022 at 11:04



Jan 3, 2022 at 11:05



Site

US or State Highway

Street

Railroad

Parcels

Buildings

Smart Code

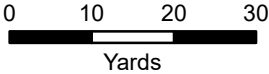
T4+

T4L

Zoning

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

Site Information
1010N-04-010.002
Zoning: T4+
(Geberal Urban Zone "Plus")
Size: 7,544 sq ft.
Flood: X



1 inch = 70 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 #: 22012B012Date Received: 12-07-21

Receipt #: _____

Received By: CLZoning: T4+Ward: 2 Flood: XSize: 7,544 sq ft

(If necessary, use separate sheet of paper)

TAX PARCEL # 1010N-04-010-002

Address of Property Involved: 1805 Curcor dr Gulfport MS 39507

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: Extend parking**GENERAL DESCRIPTION OF REQUEST:**

I want to extend the parking lot in the front of the house, with another entrance for a vehicle from where the porch begins, to the edge of the street being able to put concrete in the city area in that area cut

OWNERSHIP AND CERTIFICATION:

so the vehicle enter without problem

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

Geidy M. Raudales

Printed Name Of Owner

1805 Curcor dr

Mailing Address

Gulfport MS 39507

City

State

Zip code

228-284-7432

Home Phone

Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

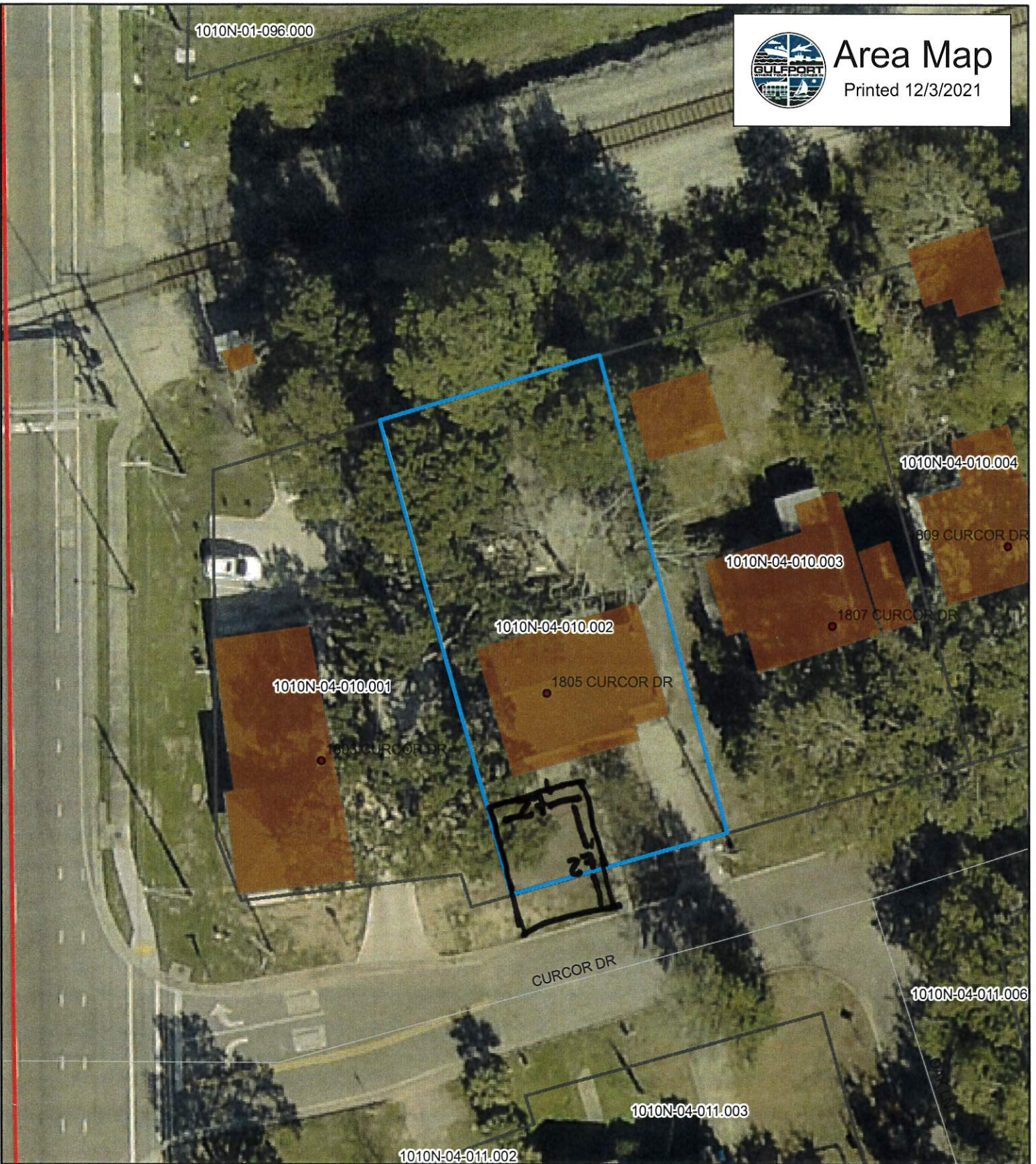
Email

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.



Area Map

Printed 12/3/2021

- Addresspoints
- Principal Arterial
- Minor/Residential
- WaterFeatures
- Parcels



1 inch = 33 feet

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Covenant Affidavit

I, Geidy Raudales, being owner or agent of the property 1805 Curcor dr Gulfport MS 39507
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.

[Signature]
Signature

12-7-2021
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of December, 2021

K. Kl
Notary Public



1-21-22
Commission Expiration

ANSWER

1- i need to extend i park because i have 4 vehicles and an excavator to work and i don't have space it's nothing special i just need to enlarge it

2- if i have to present the papers of the vehicles to verify the reason why i need to extend the parking lot,there is no problem.i presented them

3- the only thing i can verify is that the excavator is very heavy and when it rains it becomes a lot of mud,the other thing i have 2 a 4x4 car is very heavy too and when it rains and i introduce it to the area where there is no concrete it makes a lot of mud,reason why i want to extend the concrete

4- I do not know how to answer this question,the only thing I can inform you is that I think that for me it would be a better option within the property and for the care of my vehicles so as not to cause problems for the neighbors or the environment.

5- I am not expecting any benefit for extending the parking lot,the only thing I need is to protect my vehicles so that my property is better ,that is the only thing I can tell you. i will not receive any benefits from the government or from any private person

6- This answer depends on what you decide. I consider that it may be allowed because it is within the land of my house,but the decision is made by you, thank you.



John Paul Barber 1st Judicial District
Instrument 2021 8346 D - J1
Filed/Recorded 6/16/2021 09:55 A
Total Fees \$ 36.00
2 Pages Recorded

PREPARED BY:

John Paul Barber
MS Bar No. 1983
2598 Pass Road, Suite A
Biloxi, MS 39531
Telephone (228) 447-3522

RETURN TO:

John Paul Barber
2598 Pass Road, Suite A
Biloxi, MS 39531
Telephone (228) 447-3522

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, We,

Geidy Meliza Raudales Castro, and
Osmin Alejandro Barahona Raudales
1805 Curcor Drive
Gulfport, MS 39507
(228) 284-7432

do hereby convey and warrant unto:

Geidy Meliza Raudales Castro
1805 Curcor Drive
Gulfport, MS 39507
(228) 284-7432

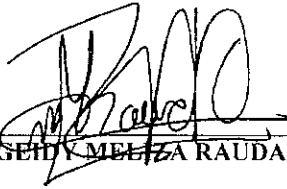
all, the following described land and property situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Lot 3, Block 1, Cowan Road Homes Subdivision, as per map or plat thereof recorded in Plat Book 18 at Page 1 of records of the Chancery Clerk of Harrison County, Mississippi.

This conveyance is made subject to any and all reservations, restrictions, restrictive covenants, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

INDEXING INSTRUCTIONS: Lot 3, Block 1, Cowan Road Homes S/D, First Judicial District, Harrison Co., MS

Together with all and singular rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

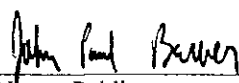

GEIDY MELIZA RAUDALES CASTRO

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, on this 7th day of June 2021, the undersigned authority in and for the aforesaid County and State the within named GEIDY MELIZA RAUDALES CASTRO, who acknowledged that she signed, executed and delivered the above and foregoing instrument of writing on the date first above written.

My Commission Expires:
2/3/23




Notary Public

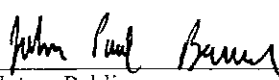

OSMIN ALEJANDRO BARAHONA RAUDALES

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, on this 7th day of June 2021, the undersigned authority in and for the aforesaid County and State the within named OSMIN ALEJANDRO BARAHONA RAUDALES, who acknowledged that he signed, executed and delivered the above and foregoing instrument of writing on the date first above written.

My Commission Expires:
2/3/23

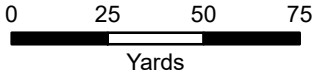



Notary Public

DISCLAIMER: Preparation of this deed constitutes no certification as to the marketability of the title described hereinabove. No title examination or title opinion was requested by the parties, and no title examination or title opinion was rendered by the preparer of this deed in regard to the property described herein.



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



1 inch = 150 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
		1010N-04-010.002	GEIDY M. RAUDALES (OWNER)	1805 CURCOR DR	GULFPORT	MS	39507
N			Adjacent Property Owners				
	93873	1010N-04-010.001	1803 LLC	P O BOX 7586	GULFPORT	MS	39506
N	93903	1010N-04-011.002	1803 LLC	P O BOX 7586	GULFPORT	MS	39506
	93905	1010N-04-011.004	BLETHEN SHANNAN R & MICHELLE L	493 OAK LANE	GULFPORT	MS	39507
N	93874	1010N-04-010.002	CASTRO GEIDY MELIZA RAUDALES	1805 CURCOR DR	GULFPORT	MS	39507
	93883	1010N-04-011.010	CHATHAM PROPERTIES LLC	2003 BENT OAKS BLVD	BILOXI	MS	39531
	25445	1010N-01-096.000	DALEY ROBERT M & JEREMIA R	P O BOX 4273	GULFPORT	MS	39502
	93904	1010N-04-011.003	HAPPY VACATIONS LLC	P O BOX 406	BILOXI	MS	39533
	25446	1010N-01-095.000	HENDERSON RONALD D & NAKISHA W	11601 CARLENE DR	GULFPORT	MS	39503
	93880	1010N-04-011.007	JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507
	93875	1010N-04-010.003	KING LEAH R & JOSEPH M	1807 CURCOR DRIVE	GULFPORT	MS	39507
	93877	1010N-04-010.005	LADNER WALLACE S II	P O BOX 6496	GULFPORT	MS	39506
	25443	1010N-01-098.000	LUNDQUIST ROBERTA M	2006 COLLINS BLVD	GULFPORT	MS	39503
	93906	1010N-04-011.005	PERKINS CHARLES F	401 3RD AVENUE NORTH	COLUMBUS	MS	39701
	25444	1010N-01-097.000	ROBERTS QUITMAN C & SYDNEY F	2004 COLLINS BLVD	GULFPORT	MS	39507
	93876	1010N-04-010.004	SALVADORE CLAUDIA MILENA	221 SHADY LANE AVE	LONG BEACH	MS	39560
	93881	1010N-04-011.008	STANLEY DAVID M & PATRICIA	492 OAK LN	GULFPORT	MS	39507
	84260	1010N-04-011.006	WINDHAM DANELLE M	1812 CURCOR DR	GULFPORT	MS	39507

RE: Variance 2201ZB012, by owner Geidy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

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Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

This the 29th day of December 2021
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Variance 2201ZB018:

Variance 2201ZB018, by owner Frank J Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2201ZB018

Hearing Date: January 20, 2022

Current Zoning/Use: R-1-15/Single-family dwelling

Legal: Variance 2201ZB018, by owner Frank J Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests variances in order to enlarge the footprint of an existing dwelling. Specifically, the applicant requests: 1) a 7-foot variance to allow an 8-foot side yard setback where 15 feet is required, 2) a 7-foot variance to allow an 8-foot rear yard setback where 15 feet is required, 3) a 10-foot variance for an accessory building to allow a 5-foot side yard setback where 15 feet is required, 4) a 10-foot variance for an accessory building to allow a 5-foot rear yard setback where 15 feet is required.

- (a) The applicant states the size of the lot and the location of the existing structure does not allow for room to build a decent size workshop without encroaching on the lot line setback. Other lands, structures, or buildings in the area are similar in circumstance a condition but not requesting similar front and side yard setbacks of 8 feet.
- (b) In the application, the applicant sites the current conditions of the lot size is by no means a result of anything the applicant caused. The applicant was aware of the size of his lot and setbacks due to other structures already present on the land; therefore, these hardships are created by the applicant.
- (c) These variances would not be needed with more lenient setback requirements. The tenant was aware of the size of his property upon construction as well as setback ordinances for the dwelling and accessory building in question. There are no unnecessary hardships that are created by the land itself, and an ordinance change would accommodate a reasonable solution.
- (d) The applicant states that being able to build the proposed structure would mean good development for their property and add value to the property as well as the surrounding area. With setback requirements, this statement is only accurate if other properties have been allowed to build similar structures and is within aesthetics and harmony of the area.
- (e) The variance would confer a minimal special privilege for the applicant; when looking at surrounding blocks, there are other parcels of land, with similar accessory structures but none which exceed the ordinance for setbacks.
- (f) This property is zoned R-1-15; an accessory building and structure of intended size are permissible in this zoning district.

EXECUTIVE SUMMARY

Considering the property size and placement of already existing structures, the hardship is a result of the applicant; the applicant did not meet all of the 6 required hardships. The construction of a new attached workshop and the new placement of the accessory building do not cause any obtrusive impediments for the surrounding neighborhood, and is in harmony with surrounding properties.

Any approval should consider these conditions:

- 1. Approval grants a 7-foot variance to allow an 8-foot side yard setback where 15 feet are required.
- 2. Approval grants a 7-foot variance to allow an 8-foot rear yard setback where 15 feet are required.
- 3. Approval grants a 10-foot variance for an accessory building to allow a 5-foot side yard setback where 15 feet is required.

Technical Report

VARIANCE

4. Approval grants a 10-foot variance for an accessory building to allow a 5-foot rear yard setback where 15 feet is required.
5. Structure must maintain 10-foot rear setback to stay out of existing easement.
6. No special consideration for accessory building aesthetic was considered.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Must maintain 10-foot rear setback to stay out of existing easement. 01/05/2022.
<u>Public Works:</u>	Must maintain 10-foot rear setback to stay out of existing easement. Memo dated 01/05/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 01/04/2022.
<u>Building Code Services:</u>	No conditions. Memo dated 01/05/2022.
<u>GIS:</u>	No conditions. Memo dated 01/03/2022.
<u>Police Department:</u>	No comments as of 01/07/2022.
<u>Fire Department:</u>	No conditions. Memo dated 12/30/2021.
<u>City Arborist:</u>	No conditions. Memo dated 12/29/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2201ZB018

Hearing Date: January 20, 2022

Current Zoning/Use: R-1-15/Single-family dwelling

Legal: Variance 2201ZB018, by owner Frank J Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests variances in order to enlarge the footprint of an existing dwelling. Specifically, the applicant requests: 1) a 7-foot variance to allow an 8-foot side yard setback where 15 feet is required, 2) a 7-foot variance to allow an 8-foot rear yard setback where 15 feet is required, 3) a 10-foot variance for an accessory building to allow a 5-foot side yard setback where 15 feet is required, 4) a 10-foot variance for an accessory building to allow a 5-foot rear yard setback where 15 feet is required.

- (a) The applicant states the size of the lot and the location of the existing structure does not allow for room to build a decent size workshop without encroaching on the lot line setback. Other lands, structures, or buildings in the area are similar in circumstance a condition but not requesting similar front and side yard setbacks of 8 feet.
- (b) In the application, the applicant sites the current conditions of the lot size is by no means a result of anything the applicant caused. The applicant was aware of the size of his lot and setbacks due to other structures already present on the land; therefore, these hardships are created by the applicant.
- (c) These variances would not be needed with more lenient setback requirements. The tenant was aware of the size of his property upon construction as well as setback ordinances for the dwelling and accessory building in question. There are no unnecessary hardships that are created by the land itself, and an ordinance change would accommodate a reasonable solution.
- (d) The applicant states that being able to build the proposed structure would mean good development for their property and add value to the property as well as the surrounding area. With setback requirements, this statement is only accurate if other properties have been allowed to build similar structures and is within aesthetics and harmony of the area.
- (e) The variance would confer a minimal special privilege for the applicant; when looking at surrounding blocks, there are other parcels of land, with similar accessory structures but none which exceed the ordinance for setbacks.
- (f) This property is zoned R-1-15; an accessory building and structure of intended size are permissible in this zoning district.

EXECUTIVE SUMMARY

Considering the property size and placement of already existing structures, the hardship is a result of the applicant; the applicant did not meet all of the 6 required hardships. The construction of a new attached workshop and the new placement of the accessory building do not cause any obtrusive impediments for the surrounding neighborhood, and is in harmony with surrounding properties.

Any approval should consider these conditions:

- 1. Approval grants a 7-foot variance to allow an 8-foot side yard setback where 15 feet are required.
- 2. Approval grants a 7-foot variance to allow an 8-foot rear yard setback where 15 feet are required.
- 3. Approval grants a 10-foot variance for an accessory building to allow a 5-foot side yard setback where 15 feet is required.

Technical Report

VARIANCE

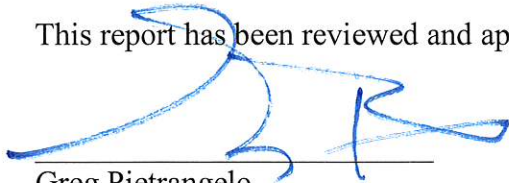
4. Approval grants a 10-foot variance for an accessory building to allow a 5-foot rear yard setback where 15 feet is required.
5. Structure must maintain 10-foot rear setback to stay out of existing easement.
6. No special consideration for accessory building aesthetic was considered.

DEPARTMENTAL CONDITIONS

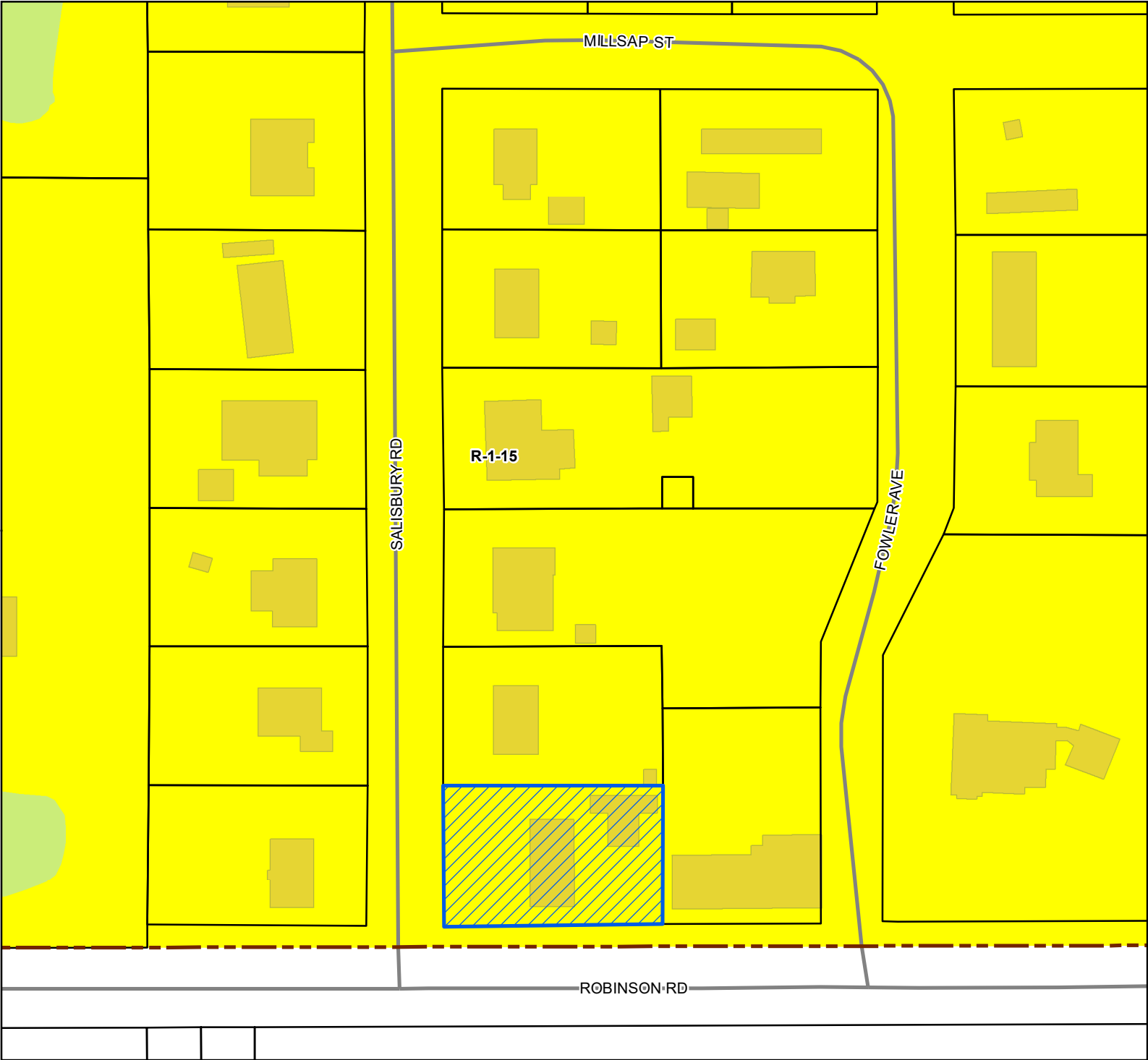
<u>Engineering:</u>	Must maintain 10-foot rear setback to stay out of existing easement. 01/05/2022.
<u>Public Works:</u>	Must maintain 10-foot rear setback to stay out of existing easement. Memo dated 01/05/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 01/04/2022.
<u>Building Code Services:</u>	No conditions. Memo dated 01/05/2022.
<u>GIS:</u>	No conditions. Memo dated 01/03/2022.
<u>Police Department:</u>	No comments as of 01/07/2022.
<u>Fire Department:</u>	No conditions. Memo dated 12/30/2021.
<u>City Arborist:</u>	No conditions. Memo dated 12/29/2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

City Limit

Zoning

R-1-15 - Single Family

Residence District (Low Density)

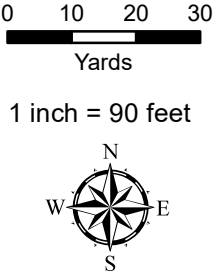
Site Information

0708B-02-021.000

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

Size: 0.29 Acres

Flood: X



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



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

For Staff Use Only

Case File #: 22012B018Date Received: 11/22/21

Receipt #: _____

Received By: D²Zoning: R-1-15Ward: 7 Flood: XSize: 0.29 ACRES

(If necessary, use separate sheet of paper)

TAX PARCEL # 07088-02-021.000

Address of Property Involved: 12276 Salisbury Rd.Lot(s) 51, Block(s) _____, Subdivision Spring ValleyGeneral Location: east corner of Robinson Rd & Salisbury Rd.**GENERAL DESCRIPTION OF REQUEST:**

add on to existing dwelling at 8' off the east property line and 8' off the north property line

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 Frank J Daley

Printed Name Of Agent _____

12276 Salisbury Ave.

Mailing Address _____

Mailing Address _____

Gulfport MS 39503

City _____ State _____ Zip code _____

City _____ State _____ Zip code _____

no 228-697-5698

Home Phone _____ Work/Cell Phone _____

Home Phone _____ Work/Cell Phone _____

fjd1975@att.net

Email _____

Email _____

Frank J Daley

Signature Of Owner

Signature Of Agent

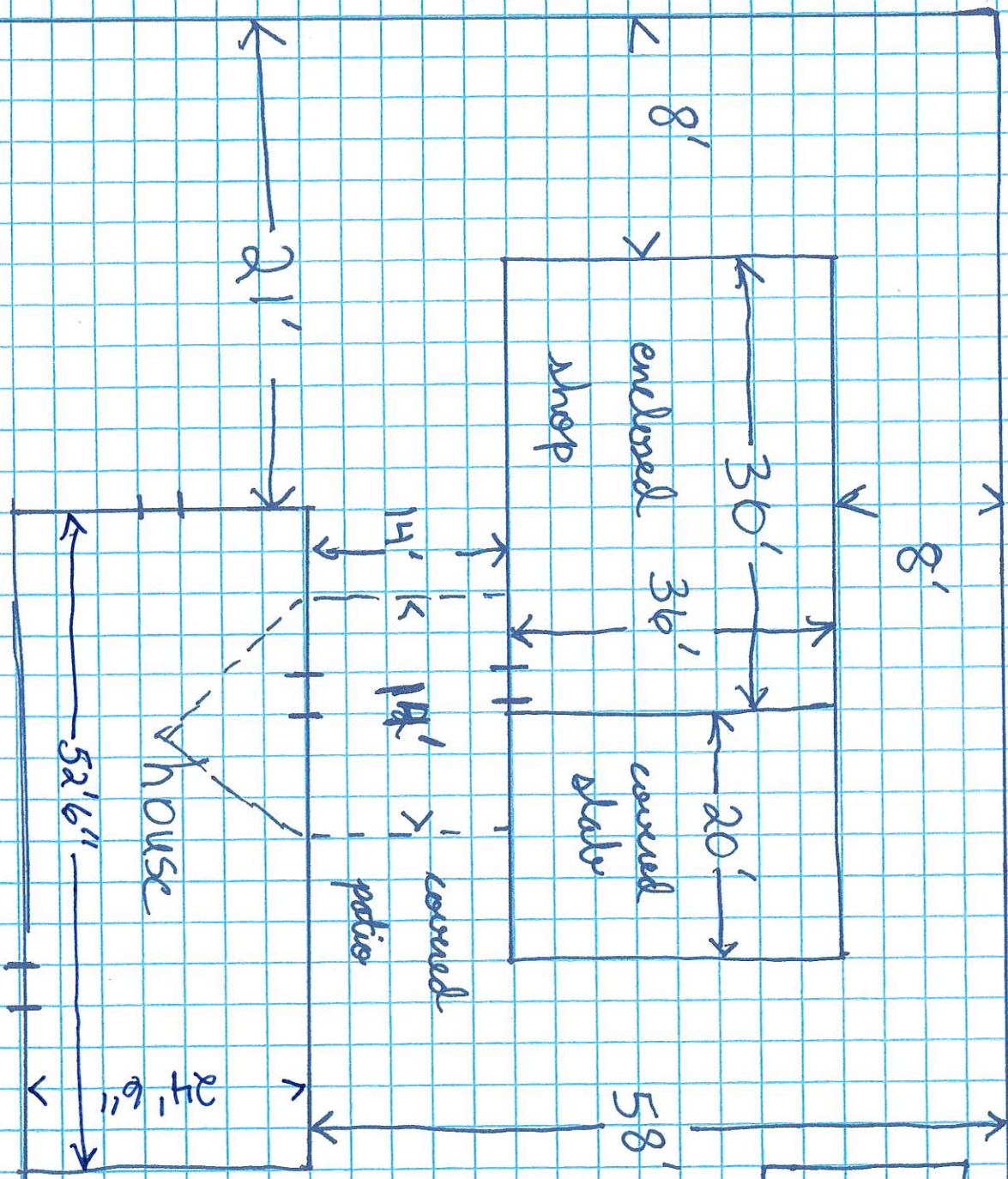
If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.



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

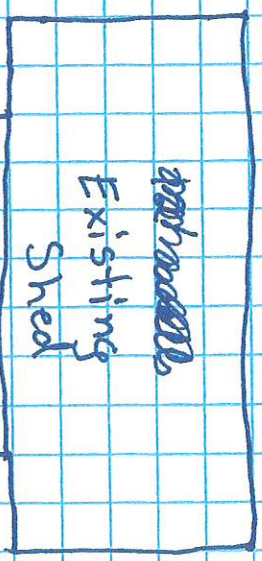
N

E



W

Salisbury



This will leave
the property at
the time of completion.

S Robinson

F.

1. The size of the lot and the location of the existing structure does not allow me a lot of room to build a decent size workshop without encroaching on the lot line set back.
2. The current conditions of the lot size is by no means a result of anything caused by myself. The size of the lot is still as it was originally developed.
3. The hardship with this property is the fact that it is not a large piece of property. As stated above I only have so much room to be able to build in.
4. To be able to build the proposed structure I believe would be a good development to my property value and to the area surrounding my property.
5. I don't feel like I am asking for any special treatment or priviledges. I am just asking to be able to develop my property in a way that I can enjoy it and bring more value to it.
6. I do believe I am allowed to have a workshop in my backyard with a covered shab as well.



1st Judicial District
Instrument 2016-6126-D-J1
Filed/Recorded 08/31/2016 09:35 AM
Total Fees \$12.00
3 Pages Recorded

After Recording, Return To:
~~Nations Lending Services~~ *WWR*
9801 Legler Road
Lenexa, KS 66219

Commitment Number: 16NL25223
16WR 29021

This instrument prepared by:
John P. Martin Mississippi Bar Number: 103898, 2158 Southwood Road, Jackson, MS 39211
(972) 841-0940, Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati,
Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

INDEXING INSTRUCTIONS: *Lot 51 of Spring Valley Subdivision in Harrison County, Mississippi, recorded in Book 24, Page 15*

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER
0708B-02-021.000

QUITCLAIM DEED

FRANK JOSEPH DALEY, AN UNMARRIED MAN, SUBJECT TO THE LIFE ESTATE INTEREST OF ROWENA M. DALEY, (contact phone number: *228-697-5698*) hereinafter grantors, whose tax-mailing address is **12276 SALISBURY RD., GULFPORT, MS 39503,** for \$0.00 (Zero Dollar and Zero Cents) in consideration paid, grant and quitclaim to **FRANK JOSEPH DALEY, AN UNMARRIED MAN, and ROWENA M. DALEY, AN UNMARRIED WOMAN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP** (contact phone number: *228-234-0912*), hereinafter grantees, whose tax mailing address is **12276 SALISBURY RD., GULFPORT, MS 39503,** the following real property:

THE FOLLOWING REAL PROPERTY LOCATED IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT FIFTY-ONE (51) OF SPRING VALLEY SUBDIVISION IN HARRISON COUNTY, MISSISSIPPI, AS PER MAP OR PLAT THEREOF RECORDED IN BOOK 24, PAGE 15

OF THE RECORDS OF PLAT ON FILE IN THE OFFICE OF THE CHANCERY

CLERK, IN THE FIRST JUDICIAL DISTRICT, OF HARRISON COUNTY, MISSISSIPPI.

SUBJECT TO ALL EASEMENTS, RESERVATIONS, COVENANTS, CONDITIONS, AGREEMENTS OF RECORD, IF ANY.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM ROWENA M. DALEY RECORDED 07/08/1998 IN DOCUMENT NUMBER 5174, BOOK 1415, PAGE 592 IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 12276 SALISBURY RD, GULFPORT, MS 39503

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

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

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

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

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

Prior instrument reference: **DOCUMENT NUMBER 5174, BOOK 1415, PAGE 592**

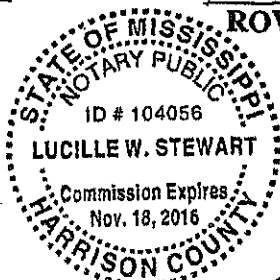
Executed by the undersigned on Aug 23, 2016:

Frank Joseph Daley
FRANK JOSEPH DALEY

Rowena M. Daley
ROWENA M. DALEY

STATE OF MISSISSIPPI

COUNTY OF HARRISON



The foregoing instrument was acknowledged before me on Aug 23, 2016 by **FRANK JOSEPH DALEY** and **ROWENA M. DALEY** who are personally known to me or have produced MS Drivers License as identification, and furthermore, the aforementioned persons have acknowledged that their signatures were their free and voluntary act for the purposes set forth in this instrument.

Lucille W. Stewart
Notary Public



Covenant Affidavit

I, Frank J Daley, being owner or agent of the property 12276 Salisbury Rd.
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.

Frank J Daley 11/23/21
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 23rd day of November, 2021

Brenda S Chapman

Notary Public



3-22-2025
Commission Expiration

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N		0708B-02-021.000	FRANK J. DALEY (OWNER)	12276 SALISBURY RD.	GULFPORT	MS	39503
		Adjacent Property Owners					
	54555	0708B-02-022.000	BELLANDE HAZEL	12277 SALISBURY RD	GULFPORT	MS	39503
	122090	0708G-01-002.003	FARMER PATSY ANN	16299 ROBINSON RD	GULFPORT	MS	39503
	54605	0708B-02-020.000	KENNEDY STACEY MARIE	12286 SALISBURY LANE	GULFPORT	MS	39503
	57291	0708B-02-035.000	LI SHUYING & CAI LIANG CHEN -ETAL-	16400 ROBINSON RD	GULFPORT	MS	39503
	54583	0708B-02-011.000	LOFF ROBERT & KATHY LEE CARTER	517 DUNMORE ST	FREDERICKSBURG	VA	22401
	57310	0708B-02-023.000	MILLIEN ROCKLIN JOSEPH & KATIE K	12285 SALISBURY RD	GULFPORT	MS	39503
	57315	0708G-01-003.000	ONE MAGNOLIA LLC	16411 ROBINSON RD	GULFPORT	MS	39503
	122169	0708G-01-002.001	RIEMANN JONATHAN KYLE DANIELSON	P O BOX 508	PELAHATCHIE	MS	39145
	122089	0708G-01-002.002	RIEMANN ROBERT KRISTIAN FARMER	16325 ROBINSON RD	GULFPORT	MS	39503
	54557	0708B-02-024.000	VIOLET LLC	2315 N 30TH ST	TACOMA	WA	98403
	85738	0708B-02-012.000	WELLS DAISEY D	12294 SALISBURY DR	GULFPORT	MS	39503
	57309	0708B-02-010.000	WHITE DARREN E & ANGELIQUE C	16336 ROBINSON RD	GULFPORT	MS	39503

RE: Variance 2201ZB018, by owner Frank J Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, 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, January 20, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, January 20, 2022**. 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.

12.11

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 P.M., Thursday, January 20, 2022, 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 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

Variance 2201ZB008, by owners Glenn E. and Susan M. Moran, tax parcel 0909C-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Variance 2201ZB012, by owner Geldy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Variance 2201ZB018, by owner Frank J. Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

This the 29th day of December 2021
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: January 20, 2022

Re: Variance 2112ZB185:

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variances for accessory buildings quantity, size, and setback, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2.

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2112PC185

Hearing Date: January 20, 2022

Current Zoning/Use: R-1-7.5/Single-Family Dwelling

Legal: Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variances for accessory buildings quantity, size, and setback, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2.

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) 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;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) 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 the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests variances in order to build an R.V. cover pole barn. Specifically, the applicant requests; 1) a 2-foot variance to allow for a 6-foot side yard setback where 8 feet is required; 2) a 710 square-foot variance to allow for 1310 square-foot total accessory structure size where 600 square feet is permitted; 3) 4 accessory buildings where only 1 accessory building is permitted.

- (a) The applicant states that “a contractor started work on the RV cover pole barn without securing a general building permit for construction.” While circumstances unbeknownst to the owner occurred, there are no special circumstances which are peculiar to the land, structures or buildings which are not applicable to other surrounding land, structures or buildings.
- (b) In the application, the applicant cites that the contractor that was subsequently fired did not discuss any restrictions or limitations on the variances involved with building the RV pole barn. Although the conditions and circumstances were not directly caused by the owner, they were present for the contractor when initial building of the structure commenced with no variances or permits. Furthermore, permits aside, the owner hired the contractor, the owner is requesting exponentially more than is allowed.
- (c) No hardships are reported by the applicant. The applicant has stated they would like to finish the structure at the current size due to the cost already incurred. The ordinance offers a reasonable solution (with variance), however, the structure has already begun construction and does not obtrusively impede anything in the immediate area or neighborhood. Ordinance change is necessary to accommodate accessory land amusement park.
- (d) The applicant provides a statement that they were unaware no permits were obtained for the project and that they would like to have the project completed to standard pending variance approval. With multiple accessory structures, excessive structure size, and a side yard setback, the statement holds merit, but properties in the district are not asking for similar variances and are within standard code and ordinance.
- (e) The existing parcel of land already has multiple accessory buildings and the size of the proposed structure exceeds building square footage. The applicant has stated they did not receive any special benefits; furthermore, they would like to have the job completed. Looking at the neighborhood, no other dwelling or parcel exceeds the number of accessory buildings to the extent the applicant has and is requesting.
- (f) This property is zoned R-1-7.5, and a RV pole barn is permissible as an accessory structure in this zoning district.

EXECUTIVE SUMMARY

Planning and Zoning must consider the lot is located on two abutting frontages (corner lot) and could cause obtrusive impediments to traffic and the neighborhood; upon review, the structure does not cause any impediments, but the excess of accessory structures and the size of the structures are not in harmony with the rest of the neighborhood or the City of Gulfport’s ordinance. None of the hardships required were met by the applicant, all hardships are the result of the applicant.

Technical Report

VARIANCE

Any approval should consider these conditions:

1. Approval grants a 2-foot variance to allow for a 6-foot side yard setback where 8 feet are required.
2. Approval grants a 710square-foot variance to allow for a 1310 square-foot total accessory structure size where 600 square-feet is permissible.
3. Approval grants 3 supplementary accessory buildings to allow for 4 accessory buildings in total on site where 1 accessory building is permissible.
4. Structure must meet all current building codes and all other City of Gulfport ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 01/05/2022.

Public Works: No conditions. Memo dated 01/05/2022.

Traffic and Safety: No conditions. Memo dated 01/04/2022.

Building Code Services: Must meet all current building codes and all other City of Gulfport ordinances. Memo dated 11/30/2021.

GIS: No conditions. Memo dated 01/03/2022.

Police Department: No conditions. Memo dated 12/06/2021.

Fire Department: No conditions. Memo dated 01/03/2022.

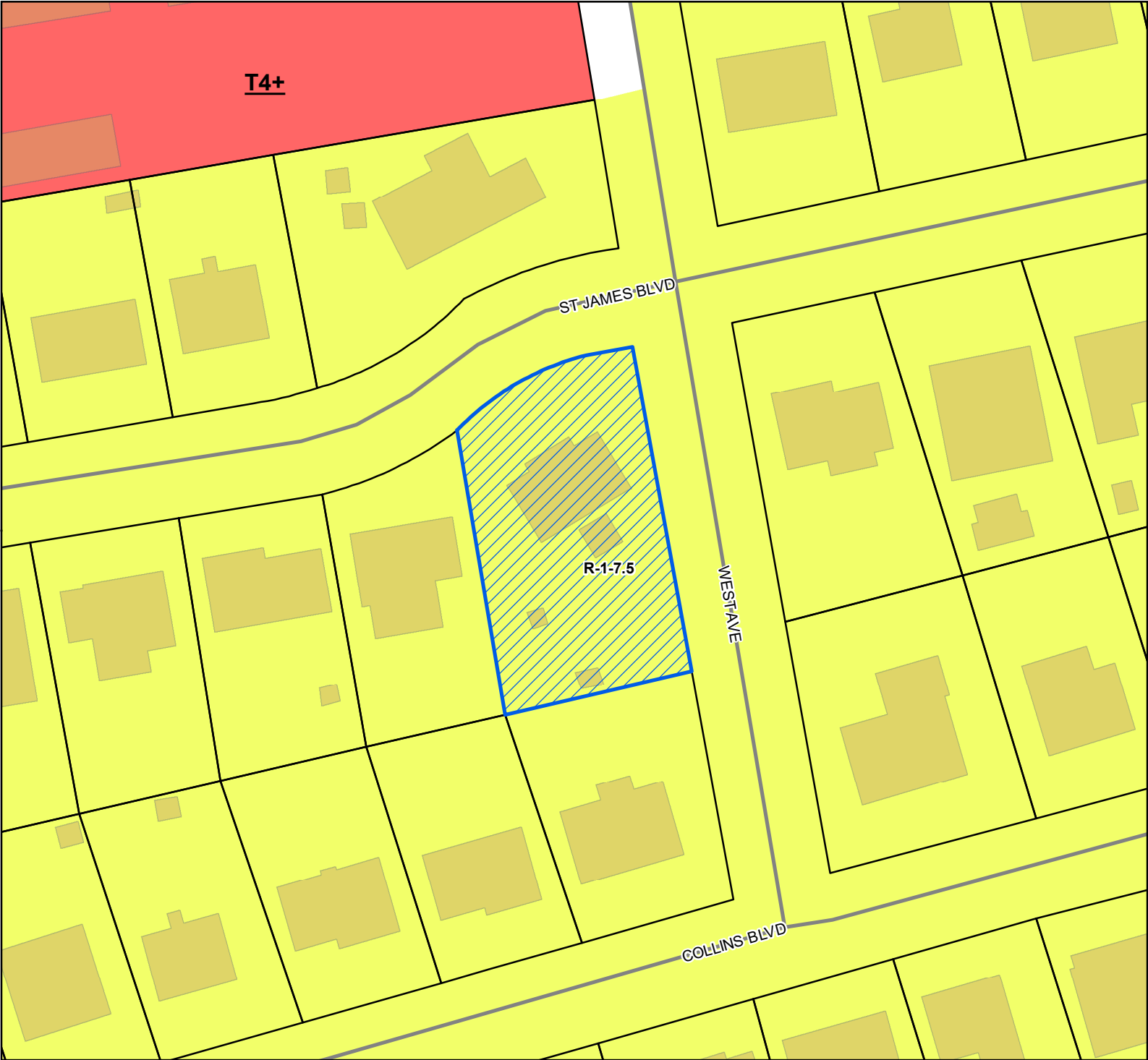
City Arborist: No conditions. Memo dated 12/29/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangolo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Smart Code

T4+

Zoning

R-1-7.5 - Single Family

Residence District (Low Density)

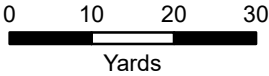
Site Information

1010N-01-081.000

Zoning: R-1-7.5 (Single Family Zone)

Size: 15,444 sq ft.

Flood: X



1 inch = 70 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 #

1	0	1	0	N	-	0	1	-	0	8	1	•	0	0	0
					-			-				•			
					-			-				•			

For Staff Use Only

Case File #: 2112PC185

Date Received: 10-28-21

Receipt #: _____

Received By: _____

Zoning: R-1-7.5

Ward: 2 Flood: X

Size: 15,444 sq ft

(If necessary, use separate sheet of paper)

Address of Property Involved: 2014 ST JAMES BLVD GULFPORT, MS 39507

Lot(s) _____, Block(s) _____, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

SIDE YARD SET BACK

25' X 35' RV COVER POLE BARN

NUMBER OF ACCESSORY BUILDING / SIZE ACCESSORY BLDG

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

SABRINA LAFLEUR
Printed Name Of Owner

2014 ST JAMES BLVD
Mailing Address

GULFPORT MS 39507
City State Zip code

228-861-3602 228-346-3811
Home Phone Work/Cell Phone

sglafleur@southernco.com
Email

Sabrina Lafleur
Signature Of Owner

AGENT

KRIS LAFLEUR
Printed Name Of Agent

2014 ST JAMES BLVD
Mailing Address

GULFPORT MS 39507
City State Zip code

228-861-3602
Home Phone

Krislafleur@hotmail.com
Work/Cell Phone Email

Kris Lafleur
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)

KRIS LAFLEUR

ADDRESS (STREET, CITY, STATE, ZIP CODE)

2014 ST JAMES BLVD GULFPORT, MS

PHONE # (H)

(WK/CELL)

228-861-360239507

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

Kris Lafleur

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:

F. 1. A contractor started work on property and did not obtain a permit. The work was started without a permit.

2. The contractor that was fined did not go over any limitations on size of pole barn.

3. If I would have originally known about the maximum size to build pole barn it would have been built to size. - I would like to finish it at the current size because of costs.

4. I was not aware a permit was not obtained and would like to have the job completed.

5. I did not receive any special benefits. I would just like to complete the project that was started.

6. There is no use saying right.

October 25, 2021

I, Sabrina G. Flack LaFleur, give permission to Kris LaFleur to act as agent on my behalf to obtain a permit at 2014 Saint James Blvd., Gulfport, MS 39507.

Signature Sabrina G. Flack LaFleur
Date 10/25/21

STATE OF MS
COUNTY OF HARRISON

Sworn to (or affirmed) and subscribed before me
this 21 day of Oct., 2021, by SABRINA LAFLEUR

[Signature]
Notary Public's Signature
My Commission Expires on 9-13-23
JAMES MERRITT
Notary Name





Covenant Affidavit

I, Sabrina LaFleur, being owner or agent of the property 2014 Saint James Blvd.
PRINT NAME (Hlack) 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.

Sabrina LaFleur
Signature (Hlack)

10/25/21
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 25 day of Oct., 20 21

[Signature]

Notary Public



9-13-23
Commission Expiration

TO WHOM IT MAY CONCERN:

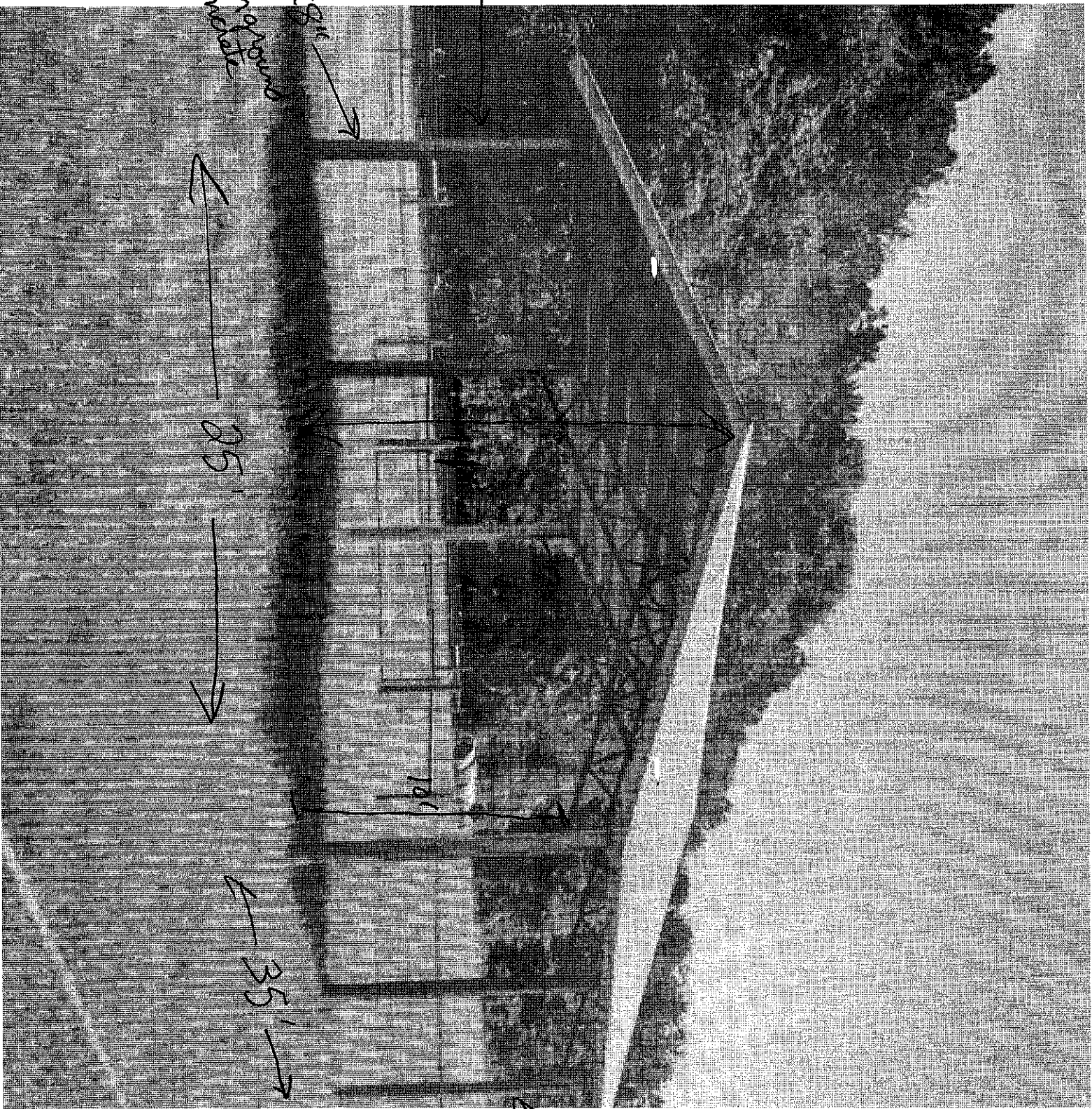
On October 21, 2020 I met with Randy Carraway with CFARM CONSTRUCTION. He was highly recommended on Facebook and I researched his work. I signed a contract for him to build a 25' x 35' RV cover pole barn. He said he would obtain a permit. A couple of weeks later he showed up to work. He put 6 - 8" x 8" posts and 3 - 6" x 6" posts 5' in the ground with concrete. For nine months I kept calling him in which he did not answer, or when he did he said he was coming and never showed up. He was paid \$5,375 as down payment for materials in Oct. of 2020. Finally, in July of 2021 he agreed to finish if I bought the remaining materials, in which I did. They sat in the yard until he decided to start again in mid October and has not been out since he put up the purlins, wood for the roof and wood for one wall. On October 22, 2021 Jason Pryor, Inspector with Building Code Services spoke with me and I was told a permit was never obtained by CFARM CONSTRUCTION so I am writing now to obtain a permit so I can have the work completed by another contractor. I have over \$8,000 invested in an incomplete project.

Thank You for Your Consideration

Chris Lafleur

2"x8"
FOR
ROOF
AND
WALLS

Back side
from top,
down 5'
from
ground
covered

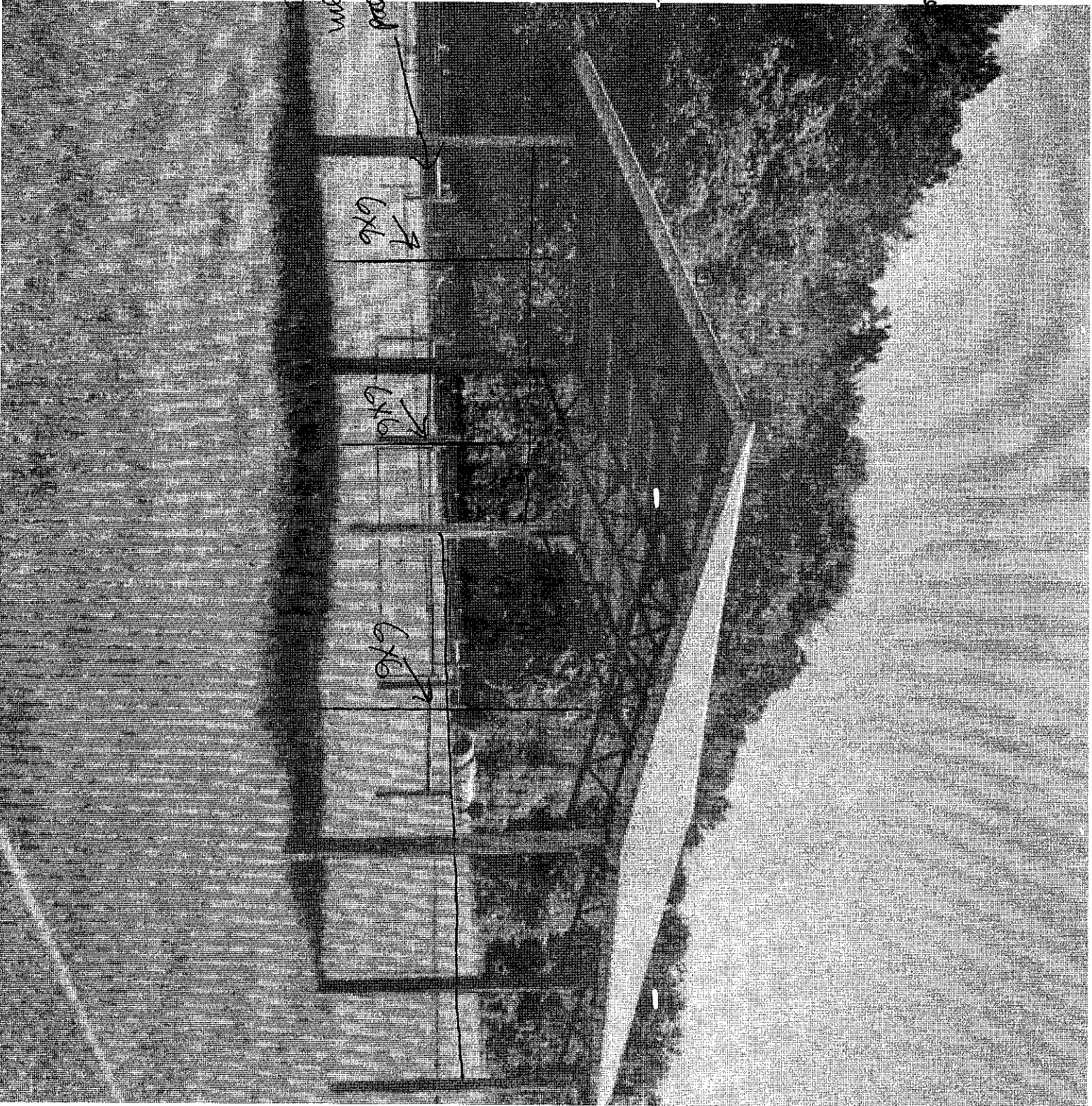


This side
enclosed -
1' from top
to ground

2"x8"
5' in ground
concrete

Square
 heavy truss
 w/4" x
 purlins
 26 gauge
 of galvalume
 metal roof
 side wall
 + end gable
 Posts 5'
 on concrete
 masonry

Endload
 1' from
 top



Endload
 5' from
 ground
 up
 on gable
 end

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

BOOK 1807 PAGE 199



1st Judicial District
Instrument Number 2002 9042 D
Filed 11 21 2002 2 56 P

Total Fees 8.00
Book 1807 Page 199-000 Recorded 11-27-02

CO-EXECUTORS DEED

For and in consideration of the sum of Eighty-Seven Thousand Five-hundred Dollars (\$87,500.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, **JUDITH LYNN NEWNUM**, as Co-Executor of the Estate of **Charles O. Murphy**, deceased, whose estate is probated in Cause No. 02-00715 in the Chancery Court of Harrison County, First Judicial District, Mississippi, and pursuant to a Judgment Granting Authority to Sell Real Property therein, do hereby sell and convey unto **SABRINA G. FLACK**, the following described real property situated in Harrison County, Mississippi, described as:

Lot 17, Block 8, Unit 4, COWAN ROAD HOMES ANNEX SUBDIVISION, a subdivision of Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

The above described property is conveyed subject to restrictions, reservations and easements of record.

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 the Grantees herein

WITNESS our signatures this 14 day of November, 2002.

Judith Lynn Newnum
JUDITH LYNN NEWNUM, Co-Executor

STATE OF Tennessee
COUNTY OF Rutherford

BOOK 150 PAGE 200

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **JUDITH LYNN NEWNUM**, as a Co-Executor of the Estate of **Charles O. Murphy**, deceased, whose estate is probated in Cause No. 02-00715 in the Chancery Court of Harrison County, First Judicial District, Mississippi, and pursuant to a Judgment Granting Authority to Sell Real Property therein, who acknowledged that acting in the foregoing capacity, she signed and delivered the above and foregoing instrument of writing on the day and year therein written.

Given under my hand and official seal of office this 14 day of November, 2002.

Wanda M. Remy
NOTARY PUBLIC

My commission expires: Sept 16, 2006

AFFIX SEAL

GRANTOR:
4915 Braddock
Colorado Springs, CO 80902
No Phone

GRANTEE:
210-A Commerce St.
Gulfport, MS 39507
228-865-5909

THIS INSTRUMENT PREPARED BY:
Julien K. Byrne III
P.O. Box 179
Pass Christian, MS 39571
(228) 452-9408

INDEX AS FOLLOWS:
Lot 17, Block 8, Unit 4, COWAN ROAD HOMES
ANNEX SUBDIVISION, Harrison County,
Mississippi

PERMITS/INSP PAYMENT RECPT#: 10961803
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 10/28/21 TIME: 11:13
CLERK: bchapman DEPT:
CUSTOMER#: 0

COMMENT:

CHG: P2D PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CREDIT CARD

REFERENCE:

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

STATE OF Tennessee
COUNTY OF Rutherford

BOOK 190 PAGE 200

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Given under my hand and official seal of office this 14 day of November, 2002.

Manda W. Perry
NOTARY PUBLIC

My commission expires: Sept 16, 2006

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ANNEX SUBDIVISION, Harrison County,
Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

BOOK 1607 PAGE 199



[Signature]
1st Judicial District
Instrument Number 2002 9042 D
Filed 11 21 2002 2 58 P
Total Fees 8.00
Book 1607 Page 199-200 Recorded 11-27-02



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For and in consideration of the sum of Eighty-Seven Thousand Five-hundred Dollars (\$87,500.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, I, **JUDITH LYNN NEWNUM**, as Co-Executor of the Estate of **Charles O. Murphy**, deceased, whose estate is probated in Cause No. 02-00715 in the Chancery Court of Harrison County, First Judicial District, Mississippi, and pursuant to a Judgment Granting Authority to Sell Real Property therein, do hereby sell and convey unto **SABRINA G. FLACK**, the following described real property situated in Harrison County, Mississippi, described as:

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WITNESS our signatures this 14 day of November, 2002.

[Signature]
JUDITH LYNN NEWNUM, Co-Executor

1010N-05-089.000

ST JAMES BLVD



Area Map

Printed 10/25/2021

2172 ST JAMES BLVD

1010N-01-063.000

2014 ST JAMES BLVD

1010N-01-081.000

DECK 16' 24'

WEST AVE

1010N-01-082.000

EXIST NOT
DOES

POLE
BARN
25' x 35'

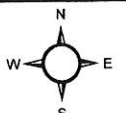
44'

1010N-01-062.000

1010N-01-094.000

TAKING
DOWN
AFTER BARN
POLE BARN
COMPLETE
8' x 10' PLASTER
SHED

1010N-01-093.000



1 inch = 27 feet

- Addresspoints
- Minor/Residential
- WaterFeatures
- Parcels

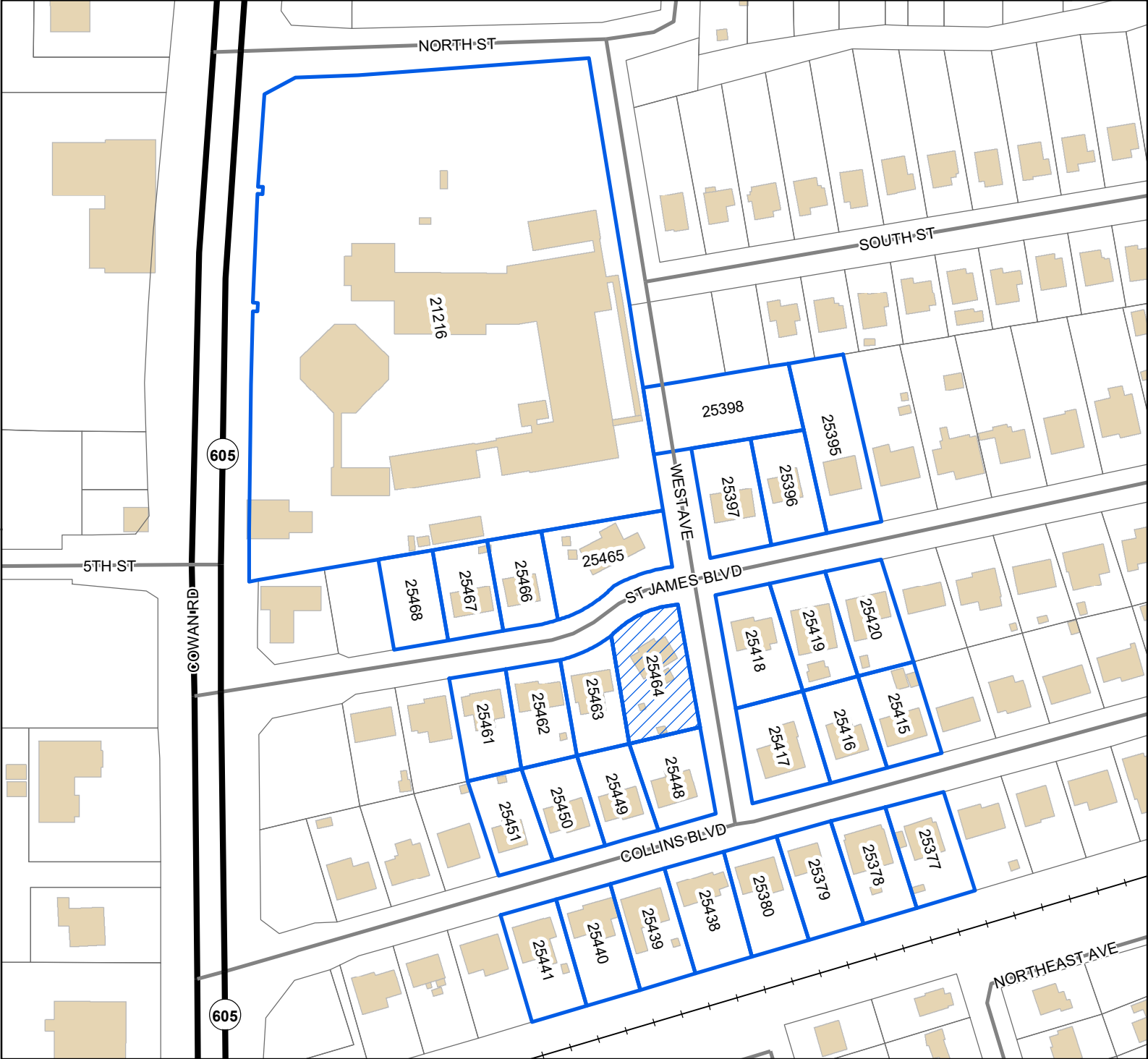
DATA DISCLAIMER:
All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on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

RE: Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2.

To Applicants and Adjacent Property Owners:

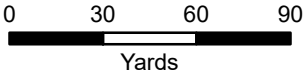
The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, December 16, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Zoning Board for **Thursday, December 16, 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.



Legend

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



1 inch = 185 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
			SABRINA LAFLEUR (OWNER)	2014 ST. JAMES BLVD.	GULFPORT	MS	39507
			KRIS LAFLEUR (AGENT)	2014 ST. JAMES BLVD.	GULFPORT	MS	39507
N			Adjacent Property Owners				
	25439	1010N-01-102.000	ARMSTRONG CAROL LEE	2014 COLLINS BLVD	GULFPORT	MS	39501
	25463	1010N-01-082.000	ATTAWAY JASON W	2012 SAINT JAMES BLVD	GULFPORT	MS	39507
	25419	1010N-01-064.000	CARSON BILLYE J -L/E-	2174 ST JAMES BLVD	GULFPORT	MS	39507
	25468	1010N-05-086.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
N	21216	1010N-05-083.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
N	25398	1010N-05-024.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	25418	1010N-01-063.000	CHU TAUR MEE & WONG TEN PO	13103 WOODBRIDGE CT	GULFPORT	MS	39503
	25417	1010N-01-062.000	ELLIS DOROTHY MURIEL -L/E-	2173 COLLINS BLVD	GULFPORT	MS	39507
	25416	1010N-01-061.000	FARRELL EDWARD P	2175 COLLINS BLVD	GULFPORT	MS	39507
	25441	1010N-01-100.000	GRINDSTAFF KATHY M	2010 COLLINS BLVD	GULFPORT	MS	39501
	25461	1010N-01-084.000	HICKS PATRICIA A	2008 ST JAMES BLVD	GULFPORT	MS	39507
	25451	1010N-01-091.000	HILLARD CHRISTOPHER A	2011 COLLINS BLVD	GULFPORT	MS	39507
	25395	1010N-05-021.000	JHS ENTERPRISES INC	1808 15TH STREET	GULFPORT	MS	39501
	25380	1010N-01-104.000	MCGARRH ELAINE M	2170 COLLINS BLVD	GULFPORT	MS	39507
	25462	1010N-01-083.000	MCNALLY MICHAEL D	2010 ST JAMES BLVD	GULFPORT	MS	39507
	25397	1010N-05-023.000	MYERS KENNETH R	P O BOX 7124	GULFPORT	MS	39506
	25465	1010N-05-089.000	PARKER TRACIE ANN	2013 ST JAMES BLVD	GULFPORT	MS	39507
	25377	1010N-01-107.000	PIERCE GARY L & ALLISON A	2176 COLLINS BLVD	GULFPORT	MS	39507
	25378	1010N-01-106.000	RAMAGE RUSSELL G & MARY K	2174 COLLINS BLVD	GULFPORT	MS	39501
	25396	1010N-05-022.000	SANDERSON FREDDIE A	2175 ST JAMES BLVD	GULFPORT	MS	39507
	25438	1010N-01-103.000	SCHONEWITZ ANNE B -L/E-	2016 COLLINS BLVD	GULFPORT	MS	39507
	25440	1010N-01-101.000	SELCREST INVESTMENTS LLC	4502 HARRISON AVE	GULFPORT	MS	39507
	25450	1010N-01-092.000	SOMMERS CHARNELL A & ALISSIA MARIE	73 MILSTEAD LANE	MONTEVALLO	AL	35115
	25467	1010N-05-087.000	ST JAMES CATHOLIC CHURCH	366 COWAN RD	GULFPORT	MS	39507
	25379	1010N-01-105.000	STEVER JESSIE T	2172 COLLINS BLVD	GULFPORT	MS	39507
	25420	1010N-01-065.000	SUNFLOWER PROPERTIES LLC	8 BAYOU PLACE	GULFPORT	MS	39503
	25415	1010N-01-060.000	TEBOUT LELAND C & DEBORAH A	2177 COLLINS BLVD	GULFPORT	MS	39507
	25449	1010N-01-093.000	TOOTHMAN JOHN W	4295 POPPS FERRY RD	D'IBERVILLE	MS	39540
	25448	1010N-01-094.000	WAITE BAILEY	2017 COLLINS BLVD	GULFPORT	MS	39507
	25466	1010N-05-088.000	WHITE ROSEMARY L -EST-	2011 ST JAMES BLVD	GULFPORT	MS	39507

RE: Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variances for accessory buildings quantity, size, and setback, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), 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, January 20, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, January 20, 2022**. 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.

12.11

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 P.M., Thursday, January 20, 2022, 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 2201ZB007, by agent Gary Knoblock, tax parcel 0809D-02-002.000, Variance for wall sign location, 15520 Daniel Blvd A, Zoned B-4 (Highway business), Ward 7

Variance 2201ZB008, by owners Glenn E. and Susan M. Moran, tax parcel 0909C-04-037.000, Variances for accessory structure height and quantity, 31 53rd St, Zoned R-UE (Urban residence estate), Ward 4

Variance 2201ZB011, by owner David Wolf Real Estate Trust, parcel number 0811E-03-092.001, Request variances for number of parking spaces & backing into the Right-of-Way, 3100 15th St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Variance 2201ZB012, by owner Geldy M. Raudales, tax parcel 1010N-04-010.002, Variance for parking in the front yard 1805 Curcor Dr, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Variance 2201ZB018, by owner Frank J. Daley, tax parcel 0708B-02-021.000, Variance for setbacks, 12276 Salisbury Rd, Zoned R-1-15 (Single-family), Ward 7

Variance 2112ZB185, by agent Kris Lafleur, tax parcel 1010N-01-081.000, Variance for multiple accessory buildings, construction of an RV cover pole barn, 2014 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

This the 29th day of December 2021
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates