

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, FEBRUARY 24, 2022 AT 4:30 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. Planning Commission Meeting - January 27, 2022

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

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

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

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

G3. Routine Agenda

- 1. Zoning Map Amendment 2202PC021:**

Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

2. Zoning Map Amendment 2202PC027:

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

3. Planning Commission Approval 2202PC028:

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

4. Special Exception 2202SE029:

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02-041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

5. Resubdivision 2201PC001:
(Tabled from January 27, 2022 meeting)

Resubdivision 2201PC001, by owner Julia Nieto-Gomez, tax parcel 1008D-01-011.000, Divide into two new parcels, 12225 Arrowhead Dr, Zoned R-E (Residence estate), Ward 6

G4. Other Business

H. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, January 27, 2022, 4:30 P.M.
CITY HALL COUNCIL CHAMBERS

- A. **Prayer:** The Planning Commission led a prayer.
- B. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- C. **Call to Order:** The meeting of the Planning Commission was called to order at **4:31 pm.**
- D. **Determination of a Quorum:** A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

WM. PRINCE JONES
TIM DAIGLE JR.
DOUG HANCOCK
KEITH WILLIAMS
CHARLIE HEWES
BRANDON ELLIOTT
HAROLD SPANN
JOHN ANTHONY
BJ SELLERS
GARLON PEMBERTON

BOARD MEMBERS ABSENT:

VIRGINIA ADOLPH
JOHN ANTHONY

STAFF MEMBERS PRESENT:

GREG HOLMES
CORY LONG
SU-LIN BOLIN

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by **Mr. Pemberton** to approve Minutes of the **December 16, 2021**, meeting was seconded by **Mr. Diagle** and carried unanimously.

G. **Hearing of Cases:**

G1. The PUBLIC DECLARATION OF APPEAL PROCESS was read by the Chairperson: Any person or any officer, department or agency of the City aggrieved by any decision of the Planning Commission may within fifteen (15) days thereafter appeal there from to the mayor and City Council by filing with the Planning Commission a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development–Planning Division stating what decision is being appealed and detailing how you are aggrieved.

G2. The Chairperson asked for anyone speaking at the meeting to complete a Speaker’s Card.

G3. Routine Agenda

1. Zoning Map Amendment 2108PC128:
Withdrawn by Applicant

Zoning Map Amendment 2018PC128, by agent Brown, Mitchell & Alexander, Inc., tax parcels 0908E-01-001.001 and 0908C-01-001.000, Request zoning from R-1-10 (Single-family) to T4+ (General Urban Zone “Plus”), Preservation Dr, Ward 6

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

2. Resubdivision 2201PC001:

by owner Julia Nieto-Gomez, tax parcel 1008D-01-011.000, Divide into two new parcels, 12225 Arrowhead Dr., Zoned R-E (Residence estate), Ward 6

Speaking for the Petition: None

Speaking against the Petition:

Motion: Mr. Pemberton – to table to next meeting

Second: Mr. Hancock

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

Action: Motion carried unanimously

3. Zoning Map Amendment 2201PC003:
Withdrawn by Applicant

Zoning Map Amendment 2201PC003, by owner Craig T Brennan, tax parcel 0708P-01-002.000 & 0708P-01-001.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General Business), 11271 & 11281 Old Hwy 49, Ward 7

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

4. Zoning Map Amendment 2201PC005:

Zoning Map Amendment 2201PC005, by agent Heinrich & Associates, tax parcel 0911B-02-022.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), E Beach Blvd, Ward 2

Speaking for the Petition: Bobby Heinrich

Speaking against the Petition: None

Motion: Mr. Daigle – to approve the request

Second: Mr. Spann

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

Action: Motion carried unanimously

5. Planning Commission Approval 2201PC006:

Planning Commission Approval 2201PC006, by owner Cecil E. Borzik, tax parcel 0907I-03-055.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Speaking for the Petition: Cecil Borzik

Speaking against the Petition: None

Motion: Mr. Hewes – to approve the request

Second: Mr. Pemberton

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

Action: Motion carried unanimously

6. Zoning Map Amendment 2201PC009:

Zoning Map Amendment 2201PC009, by owners Brian and Roberta McGinley, tax parcels 0707H-01-012.000 and 0707H-01-013.000, Request to rezone from B-4 (Highway business) to R-1-15 (Single-family), 16119 S Swan Rd, Ward 7

Speaking for the Petition: Brian McGinley

Speaking against the Petition: None

Motion: Mr. Pemberton – to approve the request

Second: Mr. Hancock

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

Action: Motion carried unanimously

7. Resubdivison 2201PC010:

Resubdivision 2201PC010, by owner Quail Creek Properties, tax parcels 0907K-01-004.084, 0907K-01-004.085, 0907K-01-004.086, 0907K-01-004.087, 0907K-01-004.088, & 0907K-01-004.089, Divide into 6 new parcels, Laurel Oaks Ln, Zoned R-4 (General Residence), Ward 6

Speaking for the Petition: Hoc Tran

Speaking against the Petition: None

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

Second: Mr. Elliott

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

Action: Motion carried unanimously

8. Zoning Map Amendment 2201PC013:

Zoning Map Amendment 2201PC013, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908C-01-001.000, Request to rezone from R-1-15, R-1-10, and R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr., Ward 6

Speaking for the Petition: Nick Gant, Ryan Goldin

Speaking against the Petition: None

Motion: Mr. Jones – to approve the request

Second: Mr. Pemberton

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

Action: Motion carried unanimously

9. Zoning Map Amendment 2201PC014:

Zoning Map Amendment 2201PC014, by The Huckabee Company of South Mississippi LLC, tax parcel 0907N-01-002.000 & 0907M-01-003.000, Requests to rezone from R-1-15 (Single-family) to R-1-7.5 (Single-family), 13184 Holliman Rd, Zoned R-1-15 (Single-family), Ward 6

Speaking for the Petition: Jacob Huckabee

Speaking against the Petition: None

Motion: Mr. Pemberton – to approve the request

Second: Mr. Jones

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

Action: Motion carried unanimously

10. Resubdivision 2201PC015:

Resubdivision 2201PC015, by owner Warren H. Dedeaux, tax parcel 0909I-02-010.000, Divide into two new parcels, Evans Rd, Zoned R-1-7.5 (Single-family), Ward 4

Speaking for the Petition: Warren Dedeaux

Speaking against the Petition: None

Motion: Mr. Spann – to approve the request

Second: Mr. Hewes

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

Action: Motion carried unanimously

11. Zoning Map Amendment 2201PC017:

Zoning Map Amendment 2201PC017, by agent Heinrich & Associates, tax parcel 0911B-02-051.000, Request to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 164 E Beach Blvd, Ward 2

Speaking for the Petition: Bobby Heinrich

Speaking against the Petition: None

Motion: Mr. Jones – to approve applicant’s request to withdrawl

Second: Mr. Pemberton

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

Action: Motion carried unanimously

12. Planning Commission Approval 2112PC188:

Planning Commission Approval 2112PC188, by owner Clentiss R. Bridges Sr., tax parcel 0808H-02-088.070, Request home occupation of event planner administration office use, 12035 Carnegie Ave, Zoned R-1-7.5 (Single-family), Ward 6

Speaking for the Petition: None

Speaking against the Petition:

Motion: Mr. Daigle – to table to next meeting

Second: Mr. Spann

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

Action: Motion carried unanimoulsy

13. Final Plat 2110PC167:

Final Plat 2110PC167, by agent Heinrich & Associates, LLC., tax parcel 0911B-02-022.000, Approval of Final Plat for a 19-lot subdivision (Gulfview Villas), E Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Speaking for the Petition: Bobby Heinrich

Speaking against the Petition: None

Motion: Mr. Jones – to approve the request

Second: Mr. Pemberton

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

Action: Motion carried unanimously

14. Final Plat 2110PC169:
Withdrawn by Applicant

Final Plat 2110PC169, by agent Heinrich & Associates, LLC., tax parcel 0911B-02-051.000, Approval of Final Plat for a 15-lot townhome development (Courtyards At The Courthouse Pier), Single-family and Multi-family development, Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

H. Adjournment

There being no further business, a Motion was made by Mr. Sellers to adjourn, seconded by Mr. Hewes and carried unanimously. The meeting adjourned at 5:19 pm.

WILLIAM PRINCE JONES, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: Public Declaration of Appeal Process of Chairman

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: Routine Agenda

MEMORANDUM

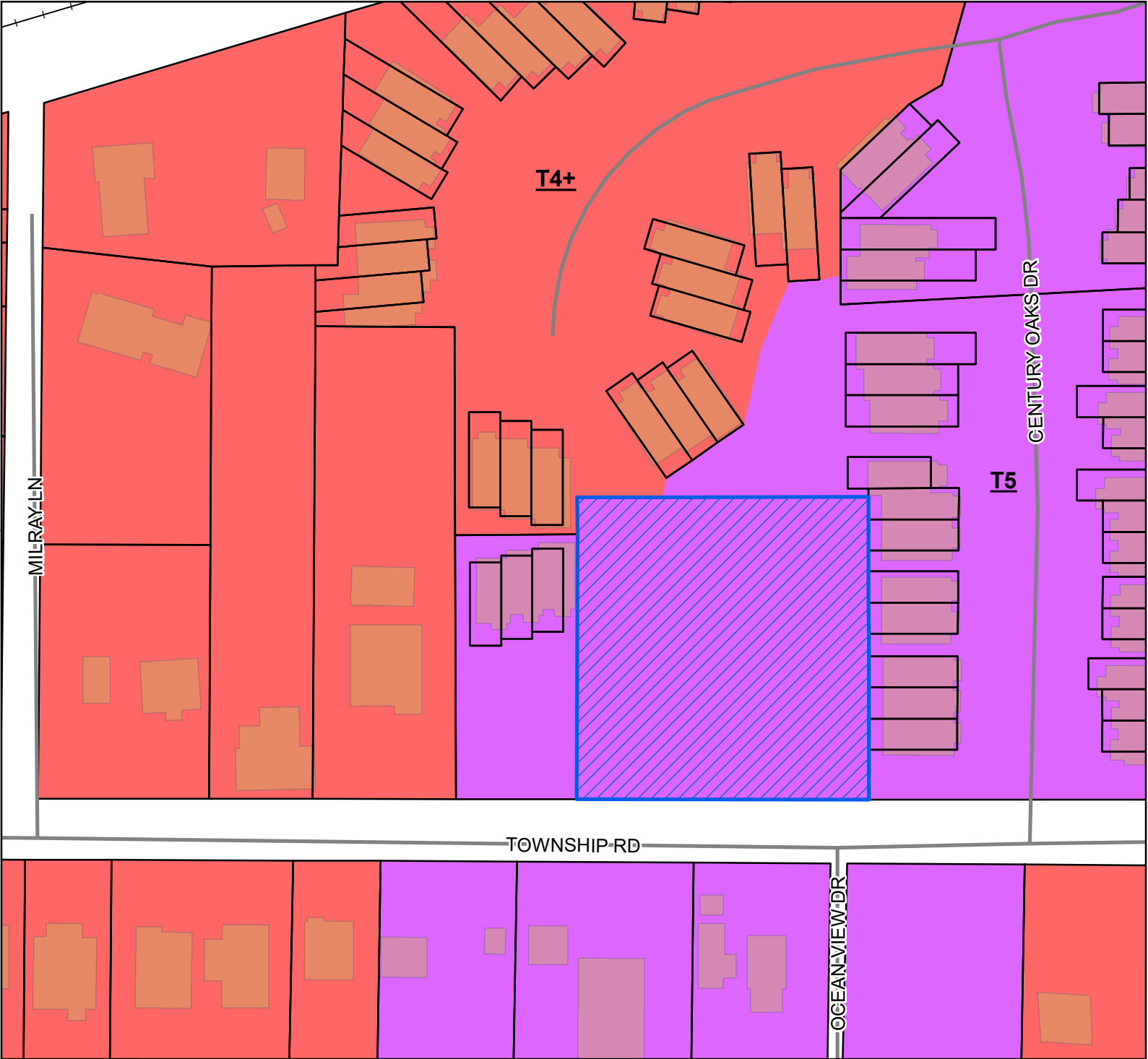
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: **Zoning Map Amendment 2202PC021:**

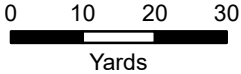
Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2



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

Site Information

1010M-03-012.000
Zoning: T5 (Urban Center Zone)
Size: 0.67 acres
Flood: X



1 inch = 80 feet



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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2202PC021

Hearing Date: February 24, 2022

Current Zoning/Use: T5 / Vacant lot

Legal: Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant is requesting to rezone approximately 29,310 square feet of property from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"). As presented, the applicant states, "it is more residential than commercial and it is more townhouses in the area." No information other than a time schedule of 18 months has been provided concerning development.

The applicant has chosen that the character of the neighborhood has changed as justification for the change of the current zoning.

1. Mistake has not been provided in any statements by the applicant.
2. The applicant addresses change of character of the neighborhood and public need as "the neighborhood does not call for commercial properties that will require T5 zoning."

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

In review of the information provided by the applicant and a site visit of the existing neighborhood by the staff, the applicant can still achieve the proposed townhomes without a zoning map amendment and losing a unit. The current zoning does allow for Townhomes with Planning Commission approval. At present, the property is in harmony with the commercial and residential nature of the surrounding area.

Any approval should consider these conditions:

1. Approval would grant applicant to rezone property from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") zoning district.
2. Approval does not grant a site plan or number of dwelling units.
3. Must meet all current building codes and all other City of Gulfport Ordinances.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

12.4



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

For Staff Use Only

Case File #: 2202PC021Date Received: 12/28/21

Receipt #: _____

Received By: O²Zoning: T5Ward: 2 Flood: X

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL #

1	0	1	0	4

 -

0	3

 -

0	1	2

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 1045 Township Rd

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Change zoning from T5 to T4+

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

Casmon Developments LLC
Printed Name Of Owner

16271 Greenglade Dr
Mailing Address

Gulfport MS 39503
City State Zip code

228 236 5151
Home Phone Work/Cell Phone

Casmondevelopments@gmail.com
Email

Signature Of Owner

AGENT

Judy D Mejia
Printed Name Of Agent

16271 Greenglade Dr
Mailing Address

Gulfport MS 39503
City State Zip code

228 236 5151
Home Phone Work/Cell Phone

Judydmejia@gmail.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.



J1 - GULFPORT DISTRICT
INSTRUMENT 2021-0034452-D-J1
FILED/RECORDED 12/16/2021 11:54:01 AM
TOTAL FEES \$26.00
3 PAGES RECORDED

INDEXING INSTRUCTIONS: Section 31, Township 7 South, Range 10 West, and Section 6, Township 8 South, Range 10 West

This instrument prepared by and return to:
Joel Blackledge, MS 39506
Blackledge Law Firm
PO Box 1155
Gulfport, MS 39506
(228) 669-6254
File No.: 634.722

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

WARRANTY DEED

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

Teresa E. Tabor
601 Stonebridge
Chattanooga, TN 37415
423-580-7573

do(es) hereby sell, convey and warrant unto

Casmon Developments LLC
1045 Township Road
Gulfport, MS 39507
954-681-0960

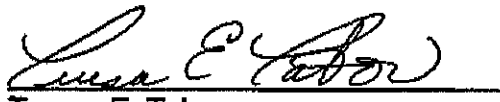
the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

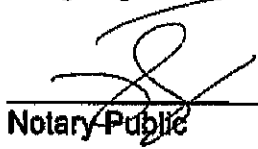
TAXES for the 2021 year have been pro-rated between the parties

WITNESS MY SIGNATURE, on this the 3rd day of December, 2021.


Teresa E. Tabor

STATE OF Tennessee
COUNTY OF HAMILTON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of December, 2021, within my jurisdiction, the within named Teresa E. Tabor, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.


Notary Public

My Commission Expires
January 25, 2023

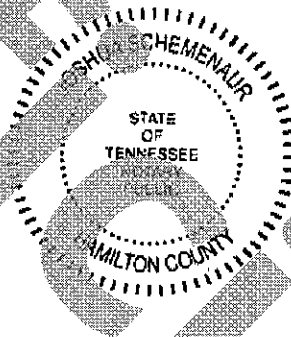


EXHIBIT "A"

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

Beginning at a point fifteen (15) feet north of the section line between Section 31, Township 7 South, Range 10 West, and Section 6, Township 8 South, Range 10 West, which point is on the North margin of a public road, sometimes called Second Street, and which point is a distance of 787.5 feet West of Cowan Road and running thence North a distance of 325 feet, thence West a distance of 187.5 feet, South a distance of 175 feet, thence East a distance of 20 feet, thence South a distance of 150 feet, thence East a distance of 167.5 feet to the point of beginning. Said land being in the SE 1/4 of the SW 1/4 of said Section 31, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi.

AND

A parcel of land approximately 15 feet square in the approximate center of which is an artesian well, said parcel being part of the residence property of the Grantors (R.F. Harrell and Mrs. Hattie O'Pry Harrell), situated on the Southeast Quarter of the Southwest Quarter (SE 1/4 of the SW 1/4) of Section 31, Township 7 South, Range 10 West in said county and state, and being more particularly described in a deed of trust from R.F. Harrell and Mrs. Hattie O'Pry Harrell to Coast Federal Savings and Loan Association dated August 1, 1936 and recorded in Book 96 at pages 24-26 of the Records of Mortgages and Deed of Trust on land in the First Judicial District of Harrison County, Mississippi.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name

CASMON DEVELOPMENTS LLC

Name Type

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

1316218

Status:

Good Standing

Effective Date:

12/21/2021

State of Incorporation:

Mississippi

Principal Office Address:

NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name

Lady Mejia
16271 Greenglade Drive
Gulfport, MS 39503

Officers & Directors

Name

Lady Mejia
16271 Greenglade Drive
Gulfport, MS 39503

Title

Member

Reasons for us rezoning request.

E. As it can be shown on map, the adjacent property to the north is a T4+, property to the west even though is zone T5, its already developed as townhouses, which will also qualify as a T4+. Neighborhood does not call for commercial properties that will require T5 zoning.

Convincing Evidence.

The character of the neighborhood has changed, ~~It is more residential~~
than Commercial, its more residential
townhouse in the area

F.

1. Interest.

Casmon Developments Llc, 16271 Greenglade Dr, Gulfport, MS 39503.

Lady D. Mejia, 16271 Greenglade Dr, Gulfport, MS 39503.

OWENER OF ADJACENTS PROPERTY.

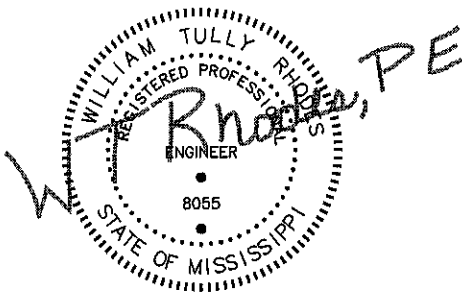
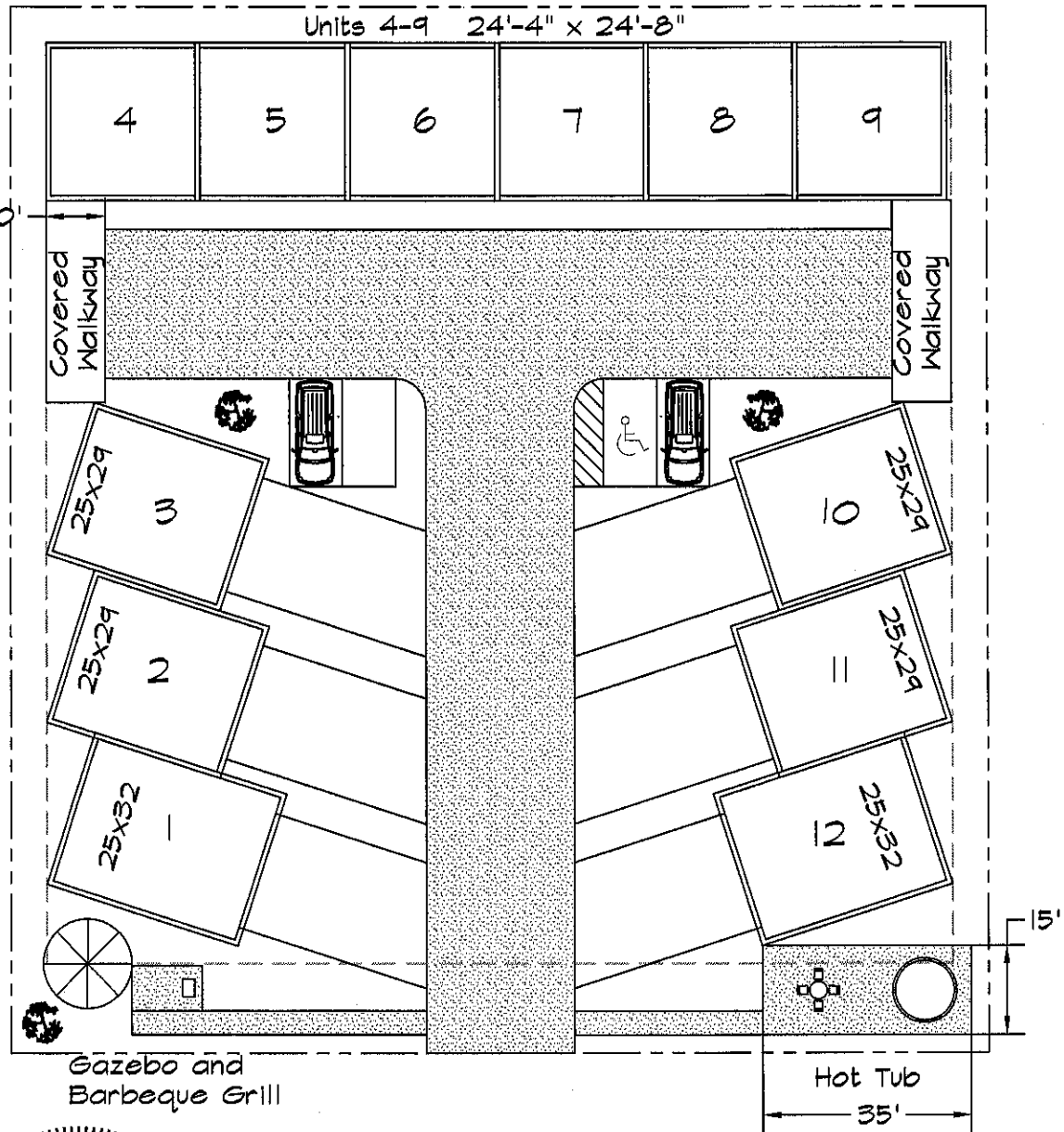
IMPERIAL DEVELOPMENT III LLC, 7555 HWY 98 WEST

IMPERIAL DEVELOPMENT III LLC, 362 GULF BREEZE PKWY
#111

2. The time schedule will be 18 months.

3. It will give more possibility to housing development and will limit the commercial in the area, being able to mobilize this traffic to areas of greater commercial growth such as Cowan rd (605) and downtown

4. No mistake



Scale: 1"=30'

1600 ft² - 2 Units
1450 ft² - 4 Units
1200 ft² - 6 Units
Parking - 26 Spaces

Drafted By: TR
Designed By: TR
Revisions: None
Date 12/19/21
Sheet 1 of 1

TOWNSHIP
CONDOMINIUMS
GULFPORT, MISSISSIPPI

SITE PLAN

SpeedWork, Inc
Engineering & Technology

eMail: speedwork@fastmail.com
Voice & Fax: (228) 392-7267
9171 Selena Drive Biloxi, MS 39532



Designation of Agent

I, Caswon Development LLC being owner of the property 1010M-03-012.000
PRINT NAME 1045 Township Rd Gulfport
PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Judy D Mejia 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

Date

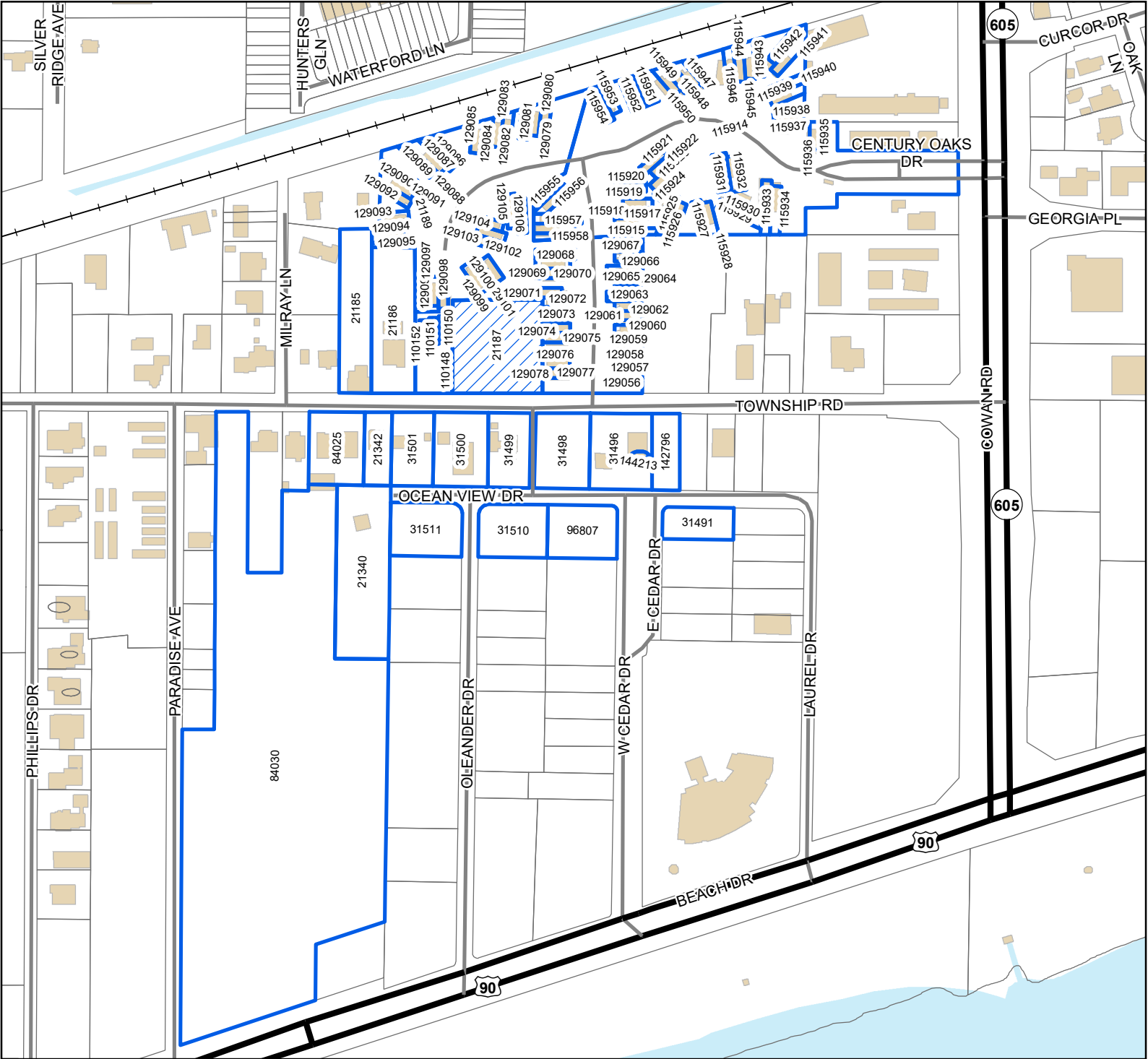
STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Linda Barefoot-Alley
Notary Public

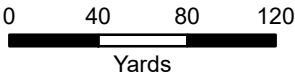
3/22/2025
Commission Expiration





Legend

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



1 inch = 260 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
	21187	1010M-03-012.000	CASMON DEVELOPMNTS LLC (OWNER)	16271 GREENGLADE DR	GULFPORT	MS	39503
	21187	1010M-03-012.000	LADY D. MEJIA (AGENT)	16271 GREENGLADE DR	GULFPORT	MS	39503
N			Adjacent Property Owners				
	115927	1010M-03-010.052	ASTEN EMINE	362 GOOSE POINT BLVD	BILOXI	MS	39531
	115947	1010M-03-010.072	BACHUS JACQUELINE BROWN	4512 S ROCHEBLAVE ST	NEW ORLEANS	LA	70125
	129063	1010M-03-010.108	BARBEE DANIEL C & MARIKO	12379 LAKESHORE NORTH	AUBURN	CA	95602
	115944	1010M-03-010.069	BEARD PATRICIA & WILLIAM & MICHAEL	1283 C CENTURY OAK DR	GULFPORT	MS	39507
	129068	1010M-03-010.186	BEHRENS NARISSA A	1131-C CENTURY OAKS	GULFPORT	MS	39507
	129058	1010M-03-010.103	BIANCHI SERAFINO & PATRICIA J	1100 C CENTURY OAKS DR	GULFPORT	MS	39507
	31511	1011D-01-025.000	BLUE RIBBON PROPERTIES LLC	390 FLY AWAY COURT	BILOXI	MS	39532
	115915	1010M-03-010.041	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
	115955	1010M-03-010.080	C'EST FOU SERVICES LLC	916 MANGO AVE	SUNNYVALE	CA	94087
N	115919	1010M-03-010.044	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
N	115956	1010M-03-010.081	C'EST FOU SERVICES LLC	916 MANGO AVE	SUNNYVALE	CA	94087
N	115957	1010M-03-010.082	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MONTE VIEW	CA	94040
N	129079	1010M-03-010.154	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
N	129062	1010M-03-010.107	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
N	129096	1010M-03-010.171	CEST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
	129085	1010M-03-010.160	CHAN ANNA	1982 LOWNEY WAY	SAN JOSE	CA	95131
	31510	1011D-01-039.000	CHIVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
	129099	1010M-03-010.174	COWART CONNIE P & HAROLD W YOUNG JR	5121 HWY 48 WEST	MCCOMB	MS	39648
	129093	1010M-03-010.168	CUNNINGHAM MORRIS S	524 COUNTY DOWNS RD	MONTGOMERY	AL	36109
	129098	1010M-03-010.173	CURRIE TONYA	10355 OLD STAGECOACH	CHAPPELL HILL	TX	77426
	115950	1010M-03-010.075	DAHMER PHILLIP M & ROCHELLE J	162 SIS HOBSON ROAD	HATTIESBURG	MS	39401
	115943	1010M-03-010.068	DANIEL ANNIE	4188 N MAIDEN DR	BATON ROUGE	LA	70809
	84030	1011D-01-023.000	DHAC REAL ESTATE LLC	853 E VALLEY BLVD	SAN GABRIEL	CA	91776
	115933	1010M-03-010.058	DUFRENE STACEY & ROGER MAISON	514 PHOSPHOR AVE	METAIRIE	LA	70005
	115928	1010M-03-010.053	DUONG PHOUNG THI MY	1274B CENTURY OAKS DR	GULFPORT	MS	39507
	129081	1010M-03-010.156	FARRIER RODNEY	2842 PARK HILL DR	KATY	TX	77494
	115929	1010M-03-010.054	FAULKNER DONALD E & BRENDA S	10152 LAKE RIDGE DRIVE	HILLSBORO	MO	63050
	115941	1010M-03-010.066	FOGT DERICK L & THY N	5213 MONTIANO LANE	DUBLIN	CA	94568
N	115939	1010M-03-010.064	FOGT DERICK L & THY N	5213 MONTIANO LN	DUBLIN	CA	94568
	115940	1010M-03-010.065	FOGT DERICK L & THY N	1287A CENTURY OAKS DR	GULFPORT	MS	39507
N	129090	1010M-03-010.165	FOGT DERICK L & THY N	5213 MONTIANO LANE	DUBLIN	CA	94568
N	129074	1010M-03-010.192	FOGT DERICK L & THY N	5213 MONTIANO LN	DUBLIN	CA	94568
	115948	1010M-03-010.073	FRANCIS DELVIN W & ANGELA F	1281 CENTURY OAKS DR APT C	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	115949	1010M-03-010.074	FRANK WILLIAM & BATISTE ROXANNE	207 VINEMOUNT DR	LAFAYETTE	LA	70501
	129104	1010M-03-010.179	FREEMONT PROPERTIES LLC	37 COMPASS POINT WAY S #425	INLET BEACH	FL	32461
	115932	1010M-03-010.057	FRISBY HANNAH N & CLIFFORD C	239 COWAN RD	GULFPORT	MS	39507
	129078	1010M-03-010.196	FS RENOVATIONS LLC	1101 CENTRY OAKS DR, A	GULFPORT	MS	39507
	129080	1010M-03-010.155	FUN IN THE SUN LLC	1644 CORTE DE CALLAS	SAN JOSE	CA	95124
N	129073	1010M-03-010.191	FUN IN THE SUN LLC	1644 CORTE DE CALLAS	SAN JOSE	CA	95124
	115925	1010M-03-010.050	GOLDEN BUCKET LLC	145 MAIN ST	BILOXI	MS	39530
	115946	1010M-03-010.071	GREENE NANCE R	6 CALLE HERMOSA	PENSACOLA BEACH	FL	32561
	21340	1011D-01-024.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
	129069	1010M-03-010.187	HAGEN RON	1131B CENTURY OAKS DRIVE	GULFPORT	MS	39507
	115936	1010M-03-010.061	HAPPY VACATIONS LLC	P O BOX 406	BILOXI	MS	39533
	21186	1010M-03-013.000	HARRIS JOANN	1618 HENDERSON AVE	GULFPORT	MS	39501
	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
	115945	1010M-03-010.070	HENDRICKS WILLIAM	6005 VISTA SAN ISIDRO	SAN DIEGO	CA	92154
	129087	1010M-03-010.162	HOANG MATTHEW	1221 CENTURY OAKS DR UNIT C	GULFPORT	MS	39507
	115951	1010M-03-010.076	HOANG PHILLIP	18028 ALLEN RD	LONG BEACH	MS	39560
	129102	1010M-03-010.177	HULL MARK	9006 WELDON DR	RICHMOND	VA	23229
	110148	1010M-03-010.001	IMPERIAL DEVELOPMENT III LLC	362 GULF BREEZE PKWY #111	GULF BREEZE	FL	32561
	115914	1010M-03-010.040	IMPERIAL DEVELOPMENT III LLC	7555 HWY 98 WEST	PENSACOLA	FL	32506
N	21189	1010M-03-010.000	IMPERIAL DEVELOPMENT III LLC	7555 HWY 98 WEST	PENSACOLA	FL	32506
	129060	1010M-03-010.105	JOHNSON DENNIS F & CAROL A	1110 CENTURY OAKS DR	GULFPORT	MS	39507
	110150	1010M-03-010.002	JONES JAMES JR	1041 TOWNSHIP RD	GULFPORT	MS	39507
	129056	1010M-03-010.101	KATS DANIL & POLINA	11 PINEHURST TRAIL CT	MARYLAND HEIGHTS	MO	63043
	115931	1010M-03-010.056	KNAPP JOSEPH M & CHRISTINA M	1280 CENTURY OAKS DRIVE	GULFPORT	MS	39507
	129065	1010M-03-010.110	KNAZZE JETHROE JR	15934 WALKER FARM LN	GULFPORT	MS	39503
	115918	1010M-03-010.043	LANDRY GARY THOMAS ETAL	117 QUISKI BAYOU DR	HOUMA	LA	70360
	129077	1010M-03-010.195	LEE FRANCES	1101 B CENTURY OAKS DR	GULFPORT	MS	39507
	115923	1010M-03-010.048	LINDSAY CHILDREN DIVERSIFIED CLASS	45 HARDY CT #120	GULFPORT	MS	39507
	129097	1010M-03-010.172	LMT BEHAVIORIAL HEALTH LLC	1209B CENTURY OAKS DR	GULFPORT	MS	39507
	115920	1010M-03-010.045	MARINO VILAI & MARIA M OWENS	11391 ELYSIA CIR	DAPHNE	AL	36526
N	129071	1010M-03-010.189	MARINO VILAI & MEILYN	11391 ELYSIAN CIR	DAPHNE	AL	36626
	129057	1010M-03-010.102	MCCORMICK RICHARD J & WALSH ALICE P	3520 BUTCHER DRIVE	SANTA CLARA	CA	95051
	129101	1010M-03-010.176	MCCORVEY ANNETTE	1112 CHAVERS ST	PENSACOLA	FL	32534
	115935	1010M-03-010.060	MONIZ TODD	1291 CENTURY OAKS DR	GULFPORT	MS	39507
	129084	1010M-03-010.159	MOODY ERIN & ROY A	3360 BRIDGESHAU DR	CUMMINGS	GA	30328
	129105	1010M-03-010.180	MYERS KATHY S	120 BREMEN WAY	MADISON	MS	39110

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129092	1010M-03-010.167	NGUYEN MAI T & MATTHEW HOANG	18028 ALLEN RD	LONG BEACH	MS	39560
	129095	1010M-03-010.170	NICHOLSON ANNE ELIZABETH	1213A CENTURY OAKS DR	GULFPORT	MS	39507
	115922	1010M-03-010.047	OZDEL ALP & ELSIE VIDAD	1339 BATTLEFORD DR	VIRGINIA BEACH	VA	23464
N	129059	1010M-03-010.104	OZDEL ALP & ELSIE VIDAD	1339 BATTLEFORD DR	VIRGINIA BEACH	VA	23464
	31496	1011D-01-005.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
N	144213	1011D-01-005.002	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	129061	1010M-03-010.106	PARKER JESSICA	811 MALLETT HILL RD APT 208	COLUMBIA	SC	29223
	115930	1010M-03-010.055	PEARSON BRUCE	1276B CENTURY OAKS DR	GULFPORT	MS	39507
	129091	1010M-03-010.166	PEARSON BRUCE ANTHONY & ELOISE M	122 WHISPER LAKE BLVD	MADISON	MS	39110
	129067	1010M-03-010.112	PETERS DANIEL S	1140-B CENTURY OAKS DR	GULFPORT	MS	39507
	115917	1010M-03-010.042	PETRAS DIANE M	1170-B CENTURY OAKS DR	GULFPORT	MS	39507
	115926	1010M-03-010.051	PHUNG ANDREW	1272B CENTURY OAKS DR	GULFPORT	MS	39507
	115954	1010M-03-010.079	PHUNG ANDREW	85 PLUMERIA COURT	DANVILLE	CA	94506
	115942	1010M-03-010.067	PITRE BLAKE PAUL	301 ROBERTA GROVE BLVD	HOUMA	LA	70363
	129064	1010M-03-010.109	PORTER MICHAEL & JO ANN	26541 PARKWOOD DR	DENHAM SPRINGS	LA	70726
	129088	1010M-03-010.163	QUINTANILLA MARITZA	4152 MATEO COURT	FREMONT	CA	94536
	129082	1010M-03-010.157	RJB VENTURES LLC	4730 SOUTH FORT APACHE RD STE 300	LAS VEGAS	NV	89147
	129086	1010M-03-010.161	ROJAS TANIA NADINA	1221D CENTURY OAKS DR	GULFPORT	MS	39507
	115934	1010M-03-010.059	ROUSSELLE SANDRA	1290 B CENTURY OAKS DR	GULFPORT	MS	39507
	129076	1010M-03-010.194	RUSS PAMELA M	265 WEST COUNTYLINE RD	TOUGALOO	MS	39174
	129089	1010M-03-010.164	SAVOY CATHERINE D	1221 CENTURY OAKS DR UNIT A	GULFPORT	MS	39507
	129070	1010M-03-010.188	SCHREINER CRAIG	12577 ARCHERY DR	BATON ROUGE	LA	70815
	129075	1010M-03-010.193	SCOTT MARK	15442 W ENCANTADA DRIVE	SURPRISE	AZ	85374
	115952	1010M-03-010.077	SEASIDE PROPERTIES LLC	3580 GOLDEN STATE DR	SANTA CLARA	CA	95051
N	115953	1010M-03-010.078	SEASIDE PROPERTIES LLC	3580 GOLDEN STATE DR	SANTA CLARA	CA	95051
	129094	1010M-03-010.169	SELIG JAMES RICHARD	8353 AMOKA DR	DIAMONDHEAD	MS	39525
	115937	1010M-03-010.062	SERENE SUNSHINE PROPERTIES LLC	127 HWY 22 E UNIT E8	MADISONVILLE	LA	70447
N	115958	1010M-03-010.083	SERENE SUNSHINE PROPERTIES LLC	127 HWY 22 EAST UNIT E-8	MADISONVILLE	LA	70447
	115938	1010M-03-010.063	SEVEY GARY A -TRUSTEE-	4832 S FREEMONT AVE	SPRINGFIELD	MO	65804
	96807	1011D-01-040.001	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	84025	1011D-01-012.000	SMITH ROBERT E JR	142 BENACHI AVE	BILOXI	MS	39530
	21342	1011D-01-011.000	SMITH ROBERT E JR	PO BOX 444	BILOXI	MS	39533
	129103	1010M-03-010.178	SOYLU SELMA TUFAN	3558 SHORE DR APT 201	VIRGINIA BEACH	VA	23455
	129100	1010M-03-010.175	STEADHAM CAROL V & ALBURN	15899 JOHN CLARK RD	GULFPORT	MS	39503
	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
	21187	1010M-03-012.000	TABOR DONALD R & TERESA E	60 COOL SPRINGS RD	SIGNAL MOUNTAIN	TN	37377

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	115924	1010M-03-010.049	TAKING IT EASY LLC	1270 CENTURY OAKS DR APT C	GULFPORT	MS	39507
	31501	1011D-01-010.000	TILLINGHAST RENA OLIVIA	20589 SCARBOROUGH RD	SAUCIER	MS	39574
	129083	1010M-03-010.158	TREI JOHN E & ELAINE W -TRUSTEES-	85091 STAZZANO PL	INDIO	CA	92203
	31491	1011D-01-051.000	VARADI JOHN	P O BOX 980	COMO	MS	38619
	31498	1011D-01-007.000	VARADI JOHN M & LILLIAN	105 S MAIN ST	COMO	MS	38619
N	142796	1011D-01-005.001	VARADI JOHN M & LILLIAN	105 SOUTH MAIN ST	COMO	MS	38619
	110152	1010M-03-010.004	WALKER PHYLLIS L -TRUSTEE-	PO BOX 2203	OAK PARK	IL	60303
	21185	1010M-03-014.000	WESTRICK JOSEPH GERARD	31260 OAKRIDGE CT	SPANISH FORT	AL	36527
	110151	1010M-03-010.003	WHITE JAMES NORMAN	4115 FRANKLIN AVE	GULFPORT	MS	39501
	129066	1010M-03-010.111	WHITLEY ZACHARY L	1140 CENTURY OAKS DR	GULFPORT	MS	39507
	129072	1010M-03-010.190	WIMBS MALINDA W	1121-B CENTURY OAKS DR	GULFPORT	MS	39507
	115921	1010M-03-010.046	WINCE BILLY DOMONIC	1270 CENTURY OAKS DR	GULFPORT	MS	39507
	129106	1010M-03-010.181	YOLO CAPITAL GROUP LLC	85 PLUMERIA CT	DANVILLE	CA	94506

RE: Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 24, 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 Planning Commission for **Thursday, February 24, 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.

THANK YOU for your legal submission!

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

ORDER DETAILS**Order Number:**

IPL0059223

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.04

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00592230**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

February 3, 2022 1:39:00 PM EST

Amount:

32.04

SCHEDULE FOR AD NUMBER IPL00592230

February 9, 2022

SunHerald (Biloxi)

**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, February 24, 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.

Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02- 041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

This the 2nd day of January 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

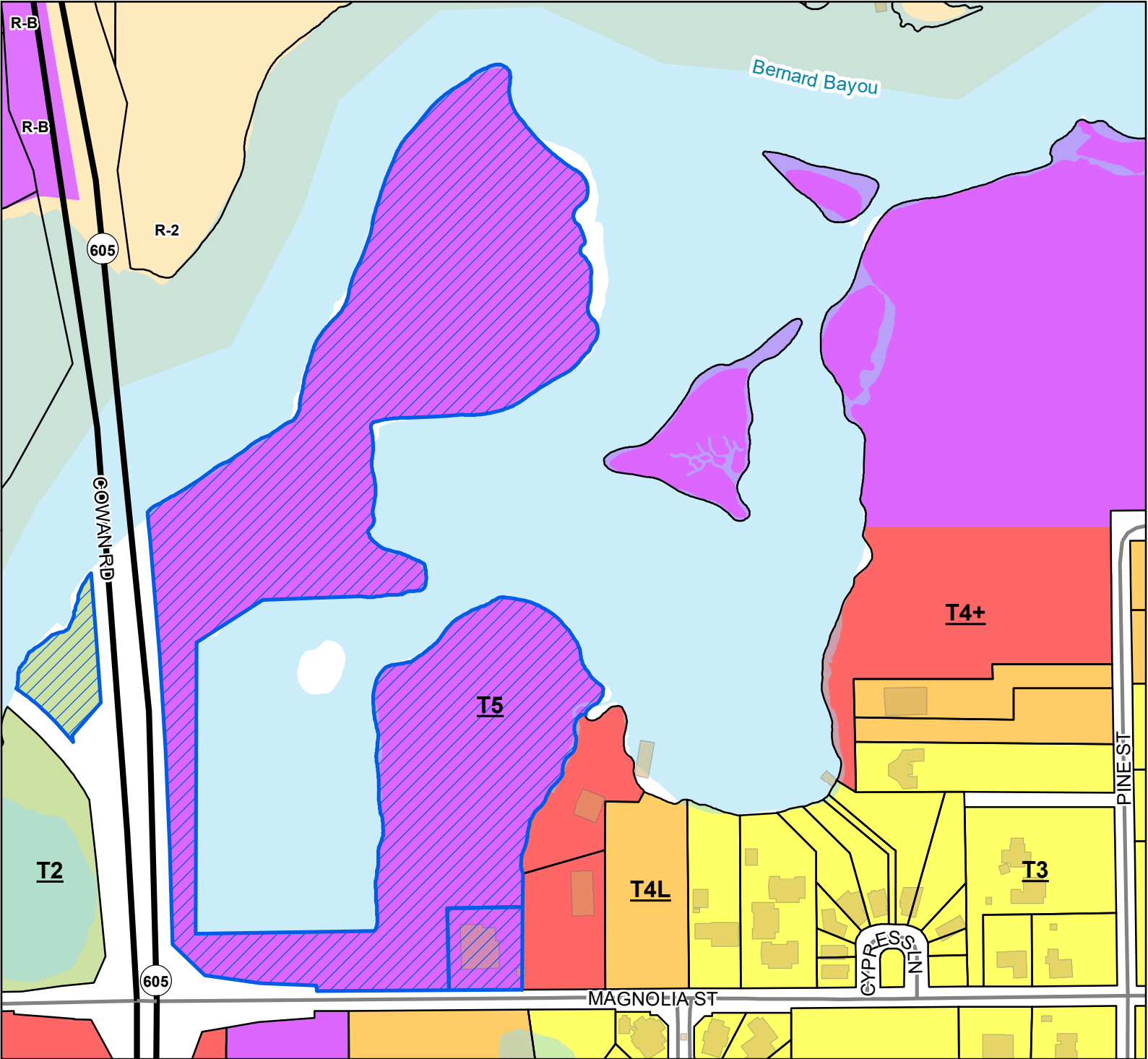
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

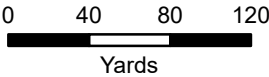
Re: **Zoning Map Amendment 2202PC027:**

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- Smart Code**
 - T5
 - T4+
 - T4L
 - T3
 - T2
- Zoning**
 - R-2 - Single Family Residence District (Medium Density)
 - R-B - Residence-Business District

Site Information
 1010F-01-020.000
 1010F-01-021.000
 Zoning: T5 (Urban Center Zone)
 Size: 18.83 acres
 Flood: AE



1 inch = 285 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.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 22002PC027

Hearing Date: February 24, 2022

Current Zoning/Use: T5 / Vacant property and a restaurant property

Legal: Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 18.83 acres of property from T5 (Urban Center Zone) to a T6 (Urban Core Zone). Currently, one of the properties is a restaurant and the other is vacant. The vacant one is the former home of Kremer Marina. The current zoning does not allow for the proposed use of a marina, which appears to be the sole reason for rezoning.

According to the City's 2002 Comprehensive Plan, this area was intended to stay commercial in the future land use plan. However, a community plan for Smart Code was adopted over the comprehensive plan, and then later abandoned, making the future guidance for this area unclear.

The applicant has chosen error as the justification for the zoning change:

1. The applicant claims error based on an oversight from the smart code adoption and the existing use at the time was a marina. Contrary to the statements, in 2005 Hurricane Katrina removed the use from the property, and as of 2007, when smart code was adopted, the use had not returned or been proposed to return. It is not until 17 years later that this discussion is being brought up, making this unlikely an error.

Technical Report

Zoning Map Amendment

2. Need not addressed by the applicant.

EXECUTIVE SUMMARY

The application focus on an error is not likely appropriate as there has to be substantial evidence that a mistake happened. Attached is a summery sheet of case law governing mistake.

Not described in the application is change of conditions or an increase need for sites. While the documentation providing to this conclusion is not provided, it is important to note that creating a new T6 in this area could lead to further growth of T6 in the area and may introduce undesired uses.

In conclusion, the applicant needs to resubmit for change of conditions as a justification for zoning change.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

995 So.2d 81
Supreme Court of Mississippi.

Michael L. BRIDGE

v.

MAYOR AND BOARD OF ALDERMEN OF the
CITY OF OXFORD, Mississippi, Lucy Lynn
Robinson, Mary Sue Robinson and Ralph Coleman.

No. 2007-CA-00601-SCT.

Sept. 11, 2008.

Rehearing Denied Dec. 11, 2008.

Synopsis

Background: Property owner sought review of **city** board of aldermen's decision to rezone property from multi-family residence to single-family residence. The Circuit Court, LaFayette County, Robert William Elliott, J., affirmed. Owner appealed.

Holdings: The Supreme Court, Easley, J., held that:

[1] rezoning was justifiable on issue of **mistake**, and

[2] decision to rezone property was in keeping with the comprehensive plan.

Affirmed.

Smith, C.J., dissented and filed opinion joined by Dickinson, J.

West Headnotes (3)

[1] Zoning and Planning

✦ **Mistake** in original zoning

Rezoning was justifiable on issue of **mistake**; board of aldermen made an administrative **mistake** in zoning by not including all of neighborhood in rezoning, and the board members were not aware of the fact that

the multi-family residence zoning remained in effect for neighborhood after the zoning.

5 Cases that cite this headnote

[2] Zoning and Planning

✦ Change to plan itself, in general

Future land-use map, which was part of comprehensive plan, did not have to be amended before board of aldermen approved a zoning ordinance amendment. West's A.M.C. §§ 17-1-11, 17-1-15.

3 Cases that cite this headnote

[3] Zoning and Planning

✦ Change from multiple dwelling to single-family

Board of aldermen's decision to rezone property from multi-family residence to single-family residence was in keeping with the comprehensive plan.

2 Cases that cite this headnote

Attorneys and Law Firms

*82 Jerry L. Mills, Ridgeland, attorney for appellant.

Paul Bowie Watkins, Jr., Pope Shannon Mallette, Joyce Marie Freeland, **Oxford**, Thomas Henry Freeland, IV, attorneys for appellees.

EN BANC.

Opinion

EASLEY, Justice, for the Court.

¶ 1. This case requires this Court to determine whether the trial court erred by affirming the decision of the **City of Oxford** Board of Aldermen (the **City**) to rezone a portion of the Rice Street neighborhood from RB (multi-family residential) property to R1A (single-family residential) property.¹

¶ 2. In May 2005, a group of individuals, including Lucy Robinson and others, applied for an amendment to the

zoning map of the **City of Oxford**. These petitioners included property owners affected by the rezoning as well as property owners adjacent to the property at issue. A public hearing for the petition was conducted before the **Oxford** Planning Commission. Michael L. Bridge, an owner of RB property subject to the rezoning, contested the petition for an amendment to the zoning map.

¶ 3. The trial court's order gave some background history of the neighborhood's zoning. The trial court held:

In 2004, the **City** adopted its comprehensive plan. Under the plan the north side of Price Street was zoned RB. In May, 2005, Lucy Robinson and others filed a petition with the **Oxford** Planning Commission requesting a zoning amendment to have a portion of Price Street rezoned from RB (multi-family residential) to R1A (single-family residential). The thrust of the petition was that Price Street had remained a traditional single-family residential neighborhood and an error had been made by designating the area RB (multi-family residential) rather *83 than R1A (single-family residential). The matter was heard before the Planning Commission in July, 2005 and died for a lack of a motion.

¶ 4. After the petition died at the July 2005 hearing, the petitioners appealed to the Board of Aldermen. On October 4, 2005, after numerous meetings, the Board approved the rezoning of the property from RB (multi-family residence) to R1A (single-family residence). Following this decision, Bridge appealed to the Circuit Court of Lafayette County.

¶ 5. The trial court granted leave for Lucy Lynn Robinson, Mary Sue Robinson, and Ralph Coleman to intervene in the suit. The trial court conducted a hearing on February 27, 2007, and affirmed the Board's rezoning decision on March 19, 2007. Bridge then appealed to this Court.

DISCUSSION

¶ 6. This Court set forth the appropriate standard of review in *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221, 1223–1224 (Miss.2000), by stating:

This Court has held that zoning is not a judicial matter, but a legislative matter. *Luter v. Hammon*, 529 So.2d 625, 628 (Miss.1988). On appeal, the decision of the Board must be upheld unless it is “arbitrary, capricious, discriminatory, or is illegal, or without a substantial evidentiary basis.” *Faircloth v. Lyles*, 592 So.2d 941, 943 (Miss.1991). Therefore, the decision to rezone will not be disturbed where it is “fairly debatable.” *Saunders v. City of Jackson*, 511 So.2d 902, 906 (Miss.1987). “‘Fairly debatable’ is the antithesis of arbitrary and capricious.” *Id.*

In addition, this Court enumerated the requirements for rezoning by stating:

The courts presume that comprehensive zoning ordinances adopted by municipal authorities are well planned and designed to be permanent. Before property is reclassified from one zone to another, there must be proof either, (1) that there was a **mistake** in the original zoning or, (2) the character of the neighborhood has changed to such an extent as to justify rezoning and that public need exists for rezoning. Furthermore, an applicant seeking rezoning must prove by clear and convincing evidence either (1) or (2) above.

Town of Florence, 759 So.2d at 1223–1224 n. 1; **City of Oxford v. Inman**, 405 So.2d 111, 113 (Miss.1981); *Mayor & Bd. of Aldermen v. Estate of Lewis*, 963 So.2d 1210, 1214 (Miss.Ct.App.2007).

I. Requirements for rezoning.

¶ 7. Bridge argues that the trial court erred in finding that rezoning was justifiable on the grounds of **mistake** and a change in character of the neighborhood. As this Court finds that there was no error in the trial court's

determination that the rezoning was justifiable on the issue of **mistake**, we need not address the issue of change in character of the neighborhood.

¶ 8. Bridge argues that if a **mistake** was made by the Board, it was either because (1) Board members did not know what they were voting for; or (2) they changed their minds about how they should vote. Bridge claims that neither of these two reasons justifies rezoning.

¶ 9. The **City** argues that a local zoning authority can amend its zoning ordinance when there is a clerical or administrative **mistake**, but not a **mistake** in judgment. The **City** admits that a color-coding mapping error occurred for twenty lots in the Price Street area and was a clerical or administrative **mistake**.

¶ 10. This Court has held that “a **mistake** within the meaning of the law is not a **mistake** of judgment, but, rather, a clerical *84 or administrative **mistake**.” *New Albany v. Ray*, 417 So.2d 550, 552 (Miss.1982).

¶ 11. The trial court stated:

Since the early 1970's, the record indicates that both the north and south sides of Price Street were zoned RB (multi-family residential). When the comprehensive plan was adopted, a majority of the lots in the south side of Price Street were zoned R1A (single[-]family residential) but the north side of Price Street remained RB. The lots on the north and south sides of Price Street are similar, single-family houses on small lots. The record is clear that there were similar **mistakes** in the comprehensive plan where neighborhoods had been incorrectly zoned and these **mistakes** were subsequently corrected.

It is entirely understandable that in the development of a comprehensive plan of this magnitude **mistakes** would be made which would require corrections. The Court realizes that in order to reclassify property on the criteria of a **mistake** in the original zoning that the **mistake** must not be a **mistake** of judgment, but rather a clerical or administrative **mistake**. *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221 (Miss.2000).

The Court is of the opinion that the record clearly reflects that the error in failing to rezone the Price Street property as R1A (single[-]family residential) was not a

mistake of judgment but one of omission or oversight. The issue of **mistake** is fairly debatable.

¶ 12. A number of Board members stated at the September 6, 2005, meeting that the zoning was a **mistake**.² Alderman Jon Fisher stated that he did not know why the Board “missed” the strip of houses in the Price Street neighborhood. He explained that the Board had downgraded a number of areas to protect the single-family character of **Oxford** and because the homes or structures in the neighborhoods did not comply with the zoning. In addition, Fisher stated that the Board should have done the same thing to Price Street. Alderman Ulysses Howell stated that “if I had known that [Price Street] was zoned like this, I would have never—would have went and I'm willing to—when the time come, I'm willing to make the motion to rezone it.”

¶ 13. Alderman Janice Antonow stated:

One has to do with this need to show a change in the neighborhood. We made a change in the neighborhood when we adopted the comprehensive plan. We changed the zoning in property adjacent to this property on Price Street. We changed it from RA to RE. That is a change in that neighborhood.

We changed the zoning of the property directly across the street. It was RB; and we changed it to RN. So we upgraded the zoning in all the property adjacent to this property that's up for rezoning, and yet we overlooked that strip of houses on Price Street.

And I apologize. I feel that—like some of the rest of us do, that we dropped the ball. If I had seen this, I would never have allowed an RB zoning to be sandwiched between RA and RE. It doesn't even make any sense.

The Board voted unanimously to rezone the Price Street property.

[1] ¶ 14. We find that the testimony of the Board members shows that the Board made an administrative **mistake** by not including all of the Price Street neighborhood in the rezoning. The Board had an objective in the comprehensive plan and merely overlooked the portion of Price *85 Street at issue. The testimony of the Board showed that the members were not aware of the fact that the RB zoning remained in effect after the zoning. The trial

court did not err by finding that the issue of **mistake** was fairly debatable.

II. Compliance with the comprehensive plan.

¶ 15. Bridge contends that the future land-use map contained in the comprehensive plan provides the clearest guidance for contemplated future development of the subject property. Bridge argues that the zoning ordinance should be in compliance with the comprehensive plan at the time the zoning ordinance is passed. He argues that the **City** is rewriting the ordinance to comply with only one of the four elements of the comprehensive plan. As authority, Bridge relies on [Mississippi Code Annotated Section 17-1-1](#) (Rev.2003), which sets forth the definition of a comprehensive plan (including, as a minimum, the goals and objectives, land-use plan, transportation plan, and community-facilities plan) and [Mississippi Code Annotated Section 17-1-9](#) (Rev.2003) which states, in part, that “[z]oning regulations shall be made in accordance with a comprehensive plan.” Therefore, Bridge argues that the trial court erred by finding that the rezoning was in compliance with the comprehensive plan.

¶ 16. The **City** contends that the rezoning was consistent with the goals of the comprehensive plan. In addition, the **City** argues that it is not required to amend its future land-use plan before amending the zoning ordinance. Further, the **City** contends that Bridge bases his argument on the fact that the future land-use map in the 2004 comprehensive plan shows the property as RB.

¶ 17. The trial court stated:

Zoning regulations must be made in accordance with a comprehensive plan [.] [Sec. 17-1-9, Miss.Code Ann. \(1972\)](#). The Comprehensive Plan of the **City of Oxford** of October 7, 2004 clearly places as a priority the preservation of the physical character and social fabric of **Oxford** neighborhoods. The action of the Board of Aldermen in rezoning Price Street was compatible with the purposes and goals of the comprehensive plan.

¶ 18. We find that the record reveals that the **City's** comprehensive plan was not amended to comply with the rezoning of a portion of the Price Street neighborhood from RB property to R1A property. At the hearing, the **City** admitted that the comprehensive plan was not amended to comply with the zoning change, however, the **City** maintained that it would amend the comprehensive plan if the zoning change was permitted.

[2] ¶ 19. We find that the zoning statutes do not specify that a future land-use map, which is part of a comprehensive plan, must be amended before a zoning ordinance amendment. [Mississippi Code Annotated Section 17-1-1](#) to -39 (Rev.2003) provides for amendments and changes to be made to comprehensive plans and zoning ordinances. Furthermore, [Mississippi Code Annotated Section 17-1-11\(1\)\(a\)](#) provides that a governing authority of a municipality and county may provide for the amendment of a comprehensive plan. [Mississippi Code Annotated Section 17-1-11\(2\)](#) provides, in part, that the “governing authority of each municipality and county may adopt, amend and enforce the comprehensive plan, zoning ordinance” after a public hearing as provided by [Section 17-1-15](#). Further, [Mississippi Code Annotated Section 17-1-15](#) provides that “[t]he governing authority of each municipality and county shall provide for the manner in which the comprehensive plan, zoning ordinance (including the official *86 zoning map) ... shall be determined, established and enforced, and from time to time, amended, supplemented or changed.” See also [Miss.Code Ann. § 17-1-17](#) (Rev.2003). The statutes contemplate necessary amendments to comprehensive plans and zoning ordinances.

¶ 20. Bridge also argues that the **City**, in effect, is rewriting the ordinance to state that the zoning regulations should be made in accordance with one of the four elements of the comprehensive plan. Indeed, the **City** argues that the rezoning was consistent with the goals as set forth in the comprehensive plan. We agree.

[3] ¶ 21. We find that the lots in the Price Street neighborhood at issue are all part of the “Neighborhood Conservation Zone” as specified in the **City's** 2004 comprehensive plan. The comprehensive plan set forth the community character and its perspective and stated that “[m]aintaining and enhancing the vibrant physical and social character of **Oxford** is the challenge at the

core of this planning effort.” Further, the comprehensive plan sets forth the “**Oxford** Guiding Principles” which “establish six fundamental urban designs and planning principles for **Oxford's** future growth.” The first principle is to “[r]ecognize **Oxford's** historic ways of town building and use those traditions to provide a framework for future growth.” The goal of the comprehensive plan is to “[c]onserve and enhance those attributes that define **Oxford's** special community character and the cultural heritage of **Oxford's** historic neighborhoods.” In addition, the objective for neighborhoods is to “[p]rotect the physical character and social fabric of **Oxford's** neighborhoods.” We find that the rezoning is in keeping with the comprehensive plan, or at the very least, the matter is fairly debatable.

¶ 22. While Bridge contends that the **City** is rewriting the comprehensive plan to include only one of the four elements, the goals and objectives, he fails to contemplate the amendment process permitted by statute. Further, he asks this Court to consider only one part of the comprehensive plan, that being the land-use plan. Notwithstanding his argument and without reiterating the previous discussion of the issue of **mistake** in Section I and the statements of the Board members, we find that Bridge's argument fails to recognize that, among other things, the Board made a **mistake** in zoning which necessitated a change in the zoning ordinance. At the time the 2004 comprehensive plan was adopted, the comprehensive plan appeared to be in compliance with the zoning regulations. Once the Board realized the **mistake**, it began to rectify it. Accordingly, we find that the trial court did not err by finding that the rezoning is compatible with the comprehensive plan.

CONCLUSION

¶ 23. For the foregoing reasons, the judgment of the Lafayette County Circuit Court is affirmed.

¶ 24. **AFFIRMED.**

WALLER AND DIAZ, P.J.J., CARLSON AND RANDOLPH, JJ., CONCUR. GRAVES, J., CONCURS IN RESULT ONLY. SMITH, C.J., DISSENTS WITH SEPARATE WRITTEN OPINION JOINED BY DICKINSON, J. LAMAR, J., NOT PARTICIPATING.

SMITH, Chief Justice, Dissenting:

¶ 25. I cannot agree with the majority's conclusions and must therefore dissent. First, to allow the **City** of **Oxford** Board of Aldermen (“**City**”) to justify a zoning amendment because they did not realize what they were voting for initially threatens the very bedrock of our society. Second, *87 the trial court and the majority misapply the standard for reviewing a change in the character of the neighborhood and thus reach a flawed result. Finally, the majority simply ignores this Court's precedent by allowing the zoning amendment despite its inconsistency with the land-use map. I would reverse the circuit court's judgment and render the zoning ordinance invalid. For these reasons, I must respectfully dissent.

Mistake.

¶ 26. “There is a strong presumption ... that a municipality carefully considered its current and future needs when adopting its plan for development. The decision to change such a plan a mere two years after its adoption is suspect.” *Town of Florence v. Sea Lands, Ltd.*, 759 So.2d 1221, 1225 (Miss.2000).

¶ 27. In the present case, **City** first zoned the subject property as RB (multi-family residential) in 1971. In 2004, when **City** adopted its comprehensive plan, **City** affirmed the subject property's designation as RB. A mere six months later, appellants applied for the zoning amendment, which the **City** granted in October of 2005. In light of this Court's guidance in *Sea Lands*, such actions are “suspect.”

¶ 28. In *Sea Lands*, this Court failed to find a basis for **mistake** due to the governing authority's failure to give notice, hold a public hearing, or properly adopt a zoning ordinance. *Sea Lands*, 759 So.2d at 1224. But in *Ballard v. Smith*, 234 Miss. 531, 540, 107 So.2d 580, 583 (Miss.1958), this Court recognized that a discrepancy between a date on a map and a date contained within an ordinance was a mere clerical error which provided a basis for **mistake**.

¶ 29. While the aldermen now maintain that the zoning of the subject property as RB was a **mistake**, this is not the kind of **mistake** contemplated by this Court's zoning precedent. Legislative comments such as “should have,”

“would have,” and “if I had known” do not justify a “do-over” under the guise of **mistake**.

Land-Use Map Should be Controlling.

¶ 30. The majority recognizes that the most recent zoning change did not comply with the future land-use map, which was part of the **City's** 2004 comprehensive plan, but affirms the trial judge's determination that the zoning change complied with the comprehensive plan. I cannot agree.

¶ 31. Mississippi Code Annotated Section 17-1-9 states in part that “[z]oning regulations shall be made in accordance with a comprehensive plan.” (Emphasis added). Furthermore, in *Barbour v. Gumm*, 890 So.2d 843 (Miss.2004), this Court held that a map was controlling where it was attached to an inconsistent Joint Resolution of the Mississippi Legislature.

¶ 32. I recognize that where a zoning map reflects the current zoning, any amendment necessarily conflicts with the map. In order to avoid this inconsistency the governing authority should seek contemporaneously to amend both the zoning and any land-use map. Such action would

allow the governing authority to exercise its liberal powers granted in Mississippi Code Annotated Section 17-1-11(2) in adopting and amending the comprehensive plan and zoning ordinances, while complying with Mississippi Code Annotated Section 17-1-9's mandate that zoning regulations be made in accordance with a comprehensive plan.

¶ 33. For the above-stated reasons, I cannot agree with the majority's opinion to affirm. It is inappropriate to allow the aldermen simply to change their vote because they failed to appreciate the consequences of their votes when cast. Such a failure does not represent a **mistake** for *88 the purposes of justifying a zoning change. Finally, where a governing authority's comprehensive plan includes a land-use map, I would require any zoning amendment to occur contemporaneously with the amendment of any land-use map. Accordingly, I respectfully dissent.

DICKINSON, J., JOINS THIS OPINION.

All Citations

995 So.2d 81

Footnotes

- 1 The **City of Oxford** and the intervenors collectively will be cited as “the **City**.”
- 2 Alderman Pat Patterson recused himself from the proceedings.



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

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

1	0	1	0	F
1	0	1	0	F

 -

0	1
0	1

 -

0	2	1
0	2	0

 .

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 1408 Cowan Lorraine Rd.

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

General Location: KREMER MARINA SITE (HISTORIC)

GENERAL DESCRIPTION OF REQUEST:

REZONING OF PROPERTY FROM T5 to T6
to ALLOW OPERATION OF A MARINA

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

Wein Air Holdings, LLC
Printed Name Of Owner
194 North Southlawn
Mailing Address
Lafayette LA 70503
City State Zip code
339-945-3632

Home Phone _____ Work/Cell Phone _____
John@Mooney121PA.com
Email

Signature Of Owner

AGENT

DAVID J. HARDY
Printed Name Of Agent
ELEY GUILD HARDY ARCHITECTS
Mailing Address
1091 Tommy Munro
Biloxi MS 39532
City State Zip code
228-341-4097

Home Phone _____ Work/Cell Phone _____
david@egh.ms
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.

B130519

SCANNED



1st Judicial District
Instrument 2013 7881 T - J1
Filed/Recorded 7/23/2013 01:47 P
Total Fees \$ 17.00
10 Pages Recorded

RETURN TO: Schwartz, Orgler & Jordan, PLLC, 2355 Pass Rd Biloxi MS 39531, 228-388-7441

PREPARED BY: American Bank & Trust, 307 E Landry St, Opelousas, LA, 70570, 337-948-3056

REVIEWED

Index: Parcel in NW1/4 of SE1/4, SE1/4 of NE1/4 and SW1/4 of NE1/4, Sec 30-7-10

DEED OF TRUST

THIS DEED OF TRUST is dated July 15, 2013, among WEIN-AIR HOLDINGS, LLC, a Mississippi Limited Liability Company whose address is 194 North Southlawn, Lafayette, LA 70503, (337) 456- 4946 ("Grantor"); AMERICAN BANK & TRUST COMPANY, whose address is 307 East Landry St, Opelousas, LA, 70570, (337) 948-3056 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SCHWARTZ, ORGLER & JORDAN, PLLC, a Mississippi Professional Limited Liability Company, whose address is 2355 Pass Rd, Biloxi MS 39531, (228) 388-7441 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in HARRISON County, State of Mississippi:

See EXHIBIT "A"

The Real Property or its address is commonly known as 1408 Lorraine-Cowan Rd, Gulfport MS 39507 (Kremer Marine property).

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened

release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or the policies or certificates of insurance in form satisfactory to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days

after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will be payable on demand. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall survive the termination of this Deed of Trust.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from

the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of the Indebtedness.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor

provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of HARRISON County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving as shown near the beginning of this Deed of Trust, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

6

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Mississippi. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Louisiana.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AMERICAN BANK & TRUST COMPANY, and its successors and assigns.

Borrower. The word "Borrower" means WEIN-AIR HOLDINGS, LLC, A Mississippi Limited Liability Company, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means WEIN-AIR HOLDINGS, LLC

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AMERICAN BANK & TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note dated JULY 15, 2013, in the original principal amount of \$1,900,125.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is JULY 15, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

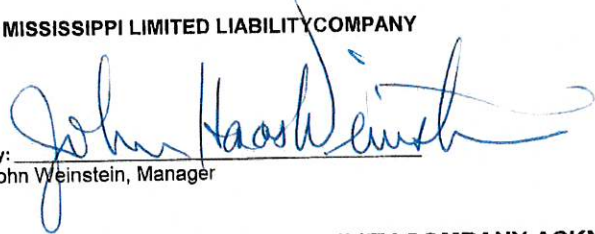
Trustee. The word "Trustee" means SCHWARTZ, ORGLER & JORDAN, PLLC, whose address is 2355 Pass Rd Biloxi MS 39531 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WEIN-AIR HOLDINGS, LLC,

A MISSISSIPPI LIMITED LIABILITY COMPANY

By: 
John Weinstein, Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MISSISSIPPI

)
) SS
)

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of July, 2013, within my jurisdiction, the within named John Weinstein, Manager of Wein-Air Holdings, LLC and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:

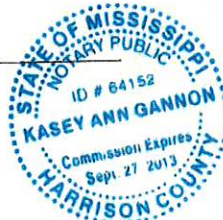


EXHIBIT "A"**PARCEL 1**

A parcel of land situated in part in the Southeast 1/4 of the Northwest 1/4, in the Northeast 1/4 of the Southwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 3549.51 feet, thence S 88°34'45" W 2059.43 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning, thence continue S 88°34'45" W along said north margin of Magnolia Street 303.73 feet, thence N 00°37'22" W 11.19 feet to a concrete monument, thence N 86°52'53" W 114.08 feet to a concrete monument, thence N 82°43'02" W 114.45 feet to a concrete monument, thence N 45°59'22" W 58.13 feet to a railroad spike in the asphalt and the east margin of Cowan Lorraine Road, thence along a curve concave to the west having a radius of 11394.36 feet for a distance of 897.39 feet, having a chord bearing of N 03°11'19" W and a chord distance of 897.16 feet to the south shoreline of Bernard Bayou, thence northeasterly along the south shore of said Bernard Bayou to a point being N 38°21'06" E 1148.75 feet from the last mentioned point, thence southeasterly along the shore of Bernard Bayou to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence north along the centerline of said creek or ditch to a point being S 18°54'59" W 339.03 feet from the last mentioned point, thence S 74°29'00" W 25.65 feet to an iron rod, thence S 00°55'40" E 73.50 feet to an iron pipe, thence S 89°18'20" W 132.56 feet to an iron pipe, thence S 89°37'38" W 20.13 feet to an iron rod, thence S 01°18'05" E 168.78 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning. Said parcel contains 16.12 acres.

AND ALSO

A marsh island lying N 23°01'42" E 1230 feet from above said Point of Beginning.

AND ALSO

An island lying N 24°38'27" W 720 feet from above said Point of Beginning.

PARCEL 2

A parcel of land situated in part in the Southeast 1/4 of the Northeast 1/4, in the Northeast 1/4 of the Southeast 1/4, and in the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 1661.46 feet to an iron rod on the south shoreline of Bernard Bayou and the Point of Beginning, thence continue S 00°09'30" E along said east line of Section 30, 942.11 feet to an iron rod on the North margin of Switzer road,

thence S 88°16'06" W along said North Margin 723.03 feet to an iron rod, thence S 01°11'25" E 359.23 feet along the west margin of Pine Street to an iron pipe, thence departing said west margin run S 89°39'10" W 243.51 feet to an iron pipe, thence S 00°20'44" W 17.00 feet to an iron pipe, thence S 89°49'16" W 287.92 feet to a fence post, thence S 01°01'42" E 230.80 feet to an axle, thence N 52°59'49" W 43.61 feet, more or less, to a point on the south shoreline of Taylor Lake, thence Northerly along the meanderings of said shoreline of Taylor Lake to a point on the south shoreline of Bernard Bayou said point being N 03°26'28" E 1129.13 feet from the last mentioned point, thence easterly along the meanderings of said south shoreline of Bernard Bayou to an iron rod being N 72°06'27" E 1269.10 feet from the last mentioned point, said point being the Point of Beginning. Said parcel contains 27.5 acres, more or less.

AND ALSO

A marsh island lying S 77°20'53" W 1341 feet from above said Point of Beginning.

AND ALSO

A marsh island lying S 64°45'32" W 1391 feet from above said Point of Beginning.

PARCEL 3

A parcel of land situated in part in the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 2751.65 feet, thence S 90°00'00" W 2815.55 feet to a point on the south shoreline of Bernard Bayou, said point being N 04°54'59" W 10.00 feet from a railroad spike, said point also being on the west margin of the new right of way of Cowan Lorraine Road and the Point of Beginning, thence continue along a curve concave to the west having a radius of 11242.75 feet for a distance of 264.43 feet, having a chord bearing of S 04°16'14" E and a chord distance of 264.42 feet to a railroad spike in the asphalt, thence S 39°46'46" W 66.94 feet to an iron rod, thence S 06°48'40" E 12.67 feet to an iron rod on the old right of way of Cowan Road, thence along said old right of way N 45°13'40" W a distance of 92.73 feet to an iron rod, thence continue along said right of way N 35°13'40" W 65.00 feet to an iron rod at the south shoreline of Bernard Bayou, thence northeast along said shoreline to a point being N 30°50'27" E 243.78 feet from the last mentioned point and the Point of Beginning. Said parcel contains 0.51 acres, more or less.

BOTTOM LANDS (KREMER MARINA & TAYLOR LAKE)

A parcel situated in part in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, also known as the Kremer Marina and Taylor Lake, and being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 1738.60 feet, thence N 90°00'00" W 1960.73 feet to a point on the head of tidewater on the south shoreline of Bernard Bayou and at the mouth of the entrance to Taylor Lake, said point also being the Point of Beginning, thence southeasterly along the western shore of Taylor Lake to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence

southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence northeast along the said shoreline to a point being N 83°22'26" E 41.70 feet from the last mentioned point, thence S 19°14'55" E 119.75 feet, thence southeast along said shoreline to a point being S 53°58'38" E 185.93 feet from the last mentioned point, thence easterly along said shoreline to a point being N 75°33'16" E 273.19 feet said point being an iron rod, thence northerly along said shoreline to a point being N 03°26'28" E 1129.13 feet from the last mentioned point, thence northeasterly along said shoreline to a point being N 72°06'27" E 207.51 from the last mentioned point, said point being at the mouth of Taylor lake, thence N 75°23'15" W 987.03 feet to a point on the west mouth of Taylor Lake and the south shoreline of Bernard Bayou, said point also being the Point of Beginning.

Said parcel contains 27.1 acres, more or less, less 2.2 acres for islands designated as islands "A", "B", "C", and "D", net acreage being 24.9 acres, more or less.

Being the same property conveyed to GSW Holdings, LLC, by deeds recorded as Instrument Number 2006-5736DJ1, 2006-5739DJ1, 2006-5740DJ1, 2006-5741DJ1 and 2006-5908DJ1.

Less and except those certain properties determined to be Public Trust Tidelands as set forth in that certain Public Trust Tidelands Boundary Certificate Number 32089, recorded as Instrument Number 2007-8870DJ1.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ASSIGNMENT

This agreement is made this 15th day of July, 2013, by and between Wein-Air, Inc. ("Assignor") and Wein-Air Holdings, LLC ("Assignee").

Whereas Assignor is the Purchaser under that certain Chapter 11 Amended Plan of Reorganization for GSW Holdings, LLC, dated as of June 21, 2013; which was approved by Order entered on July 8, 2013, with respect to the property commonly known as the Kremer Marine Property located in the First Judicial District of Harrison County, Mississippi.

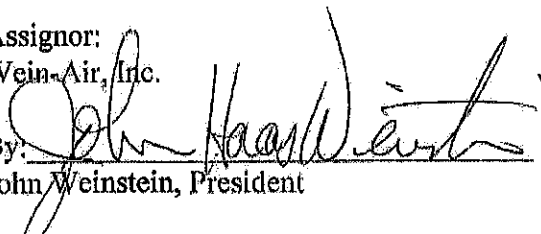
Now therefore, for and in consideration of the sum of \$10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

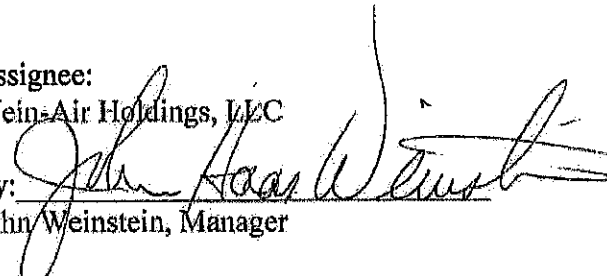
Assignor hereby assigns, conveys and transfers to Assignee all of its rights, title and interest to purchase the Kremer Marine Property as defined in Chapter 11 Amended Plan of Reorganization for GSW Holdings, LLC, dated as of June 21, 2013.

Executed on the date first above written.

Assignor:
Wein-Air, Inc.

By: 
John Weinstein, President

Assignee:
Wein-Air Holdings, LLC

By: 
John Weinstein, Manager



Designation of Agent

I, John Weisen, Managing Member of Wein Air Holding, LLC, being owner of the property 1408 COWAN LORRAINE RD.

which is the subject of this application hereby authorize DAVID J. HARDY to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

John Weisen
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, 20 21.

Rhonda Singley
Notary Public

July 13, 2023
Commission Expiration



January 4, 2022

Greg Pietrangelo, Director of Urban Development
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

**RE: Request for Zoning Change from T5 to T6
Tax Parcel #'s 1010F-01-021.000 and 1010F-01-020.000
Historic Site of Kremer Marina and Current Capt. Al's Restaurant
1408 Cowan Lorraine Road / 1458 Magnolia Street
Gulfport, Mississippi**

On behalf of Wein Air Holdings, LLC, the Owner of the subject parcels, I am writing bring attention to an apparent mistake made in zoning of the subject parcels under the T-5 Smart Code classification. Under the Chart of Permitted Uses table as published by the City (containing publication corrections and additional ordinance amendments No. 2264, 2753 and 2903), on page 5, the use of a Marina is not allowed under T-5 classification. The use of Marina is allowed under T-6 with Planning Commission approval. As this site has been historically used as a Marina, and the fact that the highest and best use of this site is as a Marina, it appears that the appropriate Smart Code classification for this site is T-6. Since the use of this site as a Marina significantly pre-dates the adoption of the Smart Code, it appears that there was an error in assignment of the T-5 classification to the subject parcel which does not allow for use as a Marina.

To address the pre-requisite statements required under the application for rezoning we provided the following statements:

1. The primary parties of interest in this request for rezoning include John Weinstein, David Weinstein and Stacey Magnusen the Owner of Capt. Al's Restaurant which is currently in operation on parcel 1010F-01-020.000.
2. The development schedule of the proposed project is to complete the rehabilitation of the existing Kremer Marina for use during the summer of 2022 operating under the name of Captains Wharf.

BILOXI OFFICE
1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE
329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

www.egh.ms

3. The effect of this change in zoning to T-6 will enable proper permitting of the project to move forward in compliance with the Zoning Ordinance, subject to Planning Commission approval.
4. The change in zoning will allow the operation of the existing Marina.

As part of the application for Planning Commission approval the following statement is provided:

The project as planned is a rehabilitation of the existing Kremer Marina site conditions with traffic flow and site utilities in keeping with the original site conditions. The planned restoration of this site as a marina is much needed and significant advance requests have been made for boat slips at this site. The project as planned will restore this much needed amenity that enables community access to the local waterways.

In closing, we look forward to answering any questions that may arise regarding this application and the proposed project.

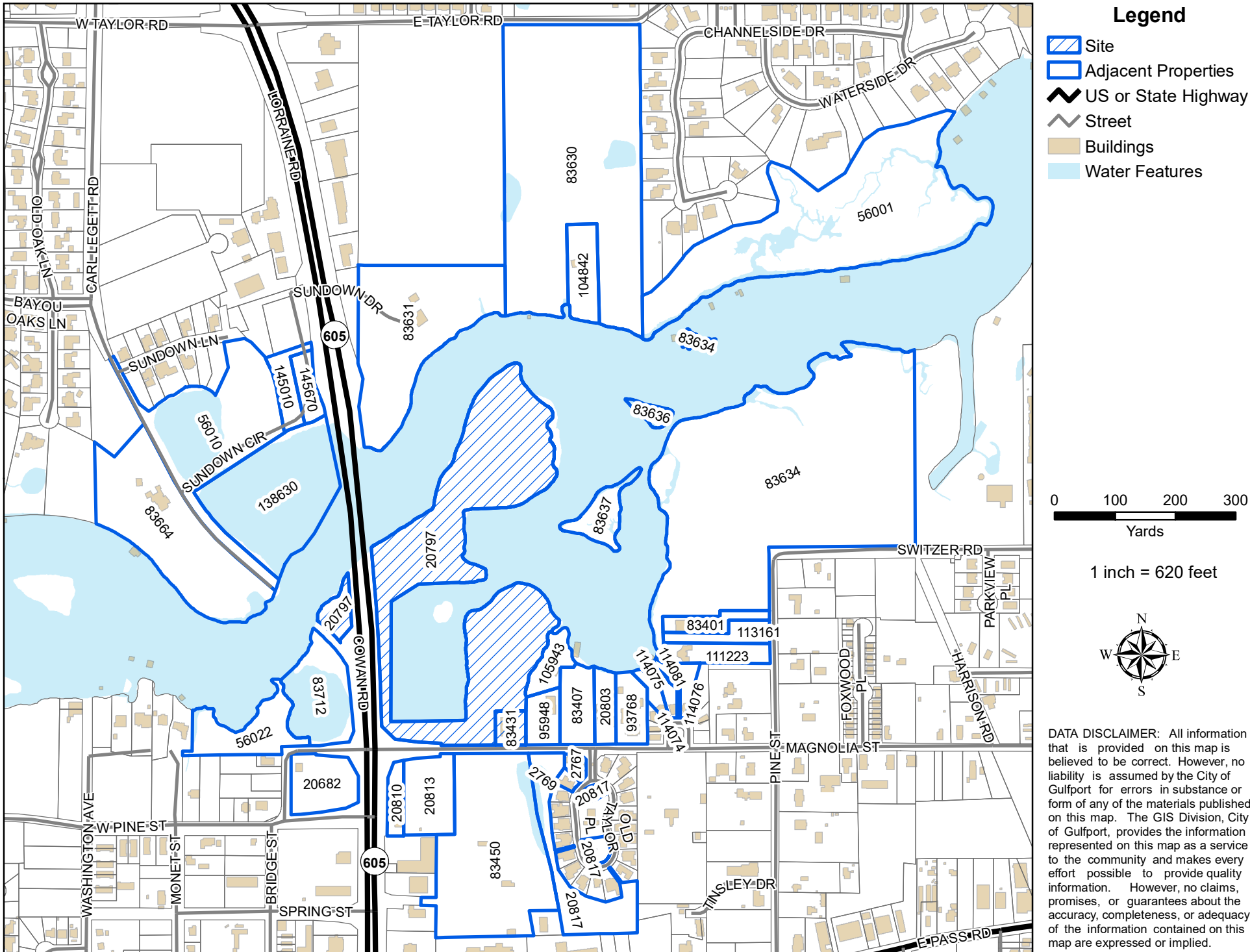
Sincerely,



David J. Hardy, Principal
ELEY GUILD HARDY ARCHITECTS, PA

2202PC027

Zoning Map Amendment



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20797	1010F-01-021.000	DAVID J. HARDY (AGENT)	1091 TOMMY MUNRO DR	BILOXI	MS	39532
	20797	1010F-01-021.000	WEIN-AIR HOLDINGS, LLC (OWNER)	194 NORTH SOUTHLAWN DR	LAFAYATTE	LA	70503
N	83431	1010F-01-020.000	WEIN-AIR HOLDINGS LLC	194 N SOUTHLAWN DR	LAFAYETTE	LA	70503
	83637	1010C-02-003.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	83636	1010C-02-002.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	20797	1010F-01-021.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	83634	1010C-02-001.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N			Adjacent Property Owners				
	20813	1010F-02-041.000	605 HOLDINGS LLC	1116 COWAN RD STE H	GULFPORT	MS	39503
	56010	1010D-01-007.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	138630	1010D-01-007.001	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
	83450	1010F-02-042.000	BAYWOOD CAMP GROUNDS INC	12506 LORRAINE RD	BILOXI	MS	39532
	83631	1010C-01-003.000	BOND MARGARET K REV TRUST	11272 SUNDOWN DR	GULFPORT	MS	39503
	111223	1010F-01-012.001	BRADY MELINDA J	1307 PINE ST	GULFPORT	MS	39507
	83407	1010F-01-019.000	BRAUN ROBERT A	14116 CUSTOMS BLVD STE 100	GULFPORT	MS	39503
	105943	1010F-01-021.002	BRAUN ROBERT A	1510 MAGNOLIA ST	GULFPORT	MS	39507
	114074	1010F-01-022.004	BURWELL DUDLEY S JR & NIKI M	1608 CYPRESS LANE	GULFPORT	MS	39507
	83630	1010C-01-002.000	CARTER JONATHAN R & GRAMMAR JENNIE	11029 E TAYLOR RD	GULFPORT	MS	39503
N	104842	1010C-01-002.001	CARTER JONATHAN R & GRAMMER JENNIE	11029 EAST TAYLOR RD	GULFPORT	MS	39503
	83401	1010F-01-012.000	CYPRESS GROUP LLC	P O BOX 7233 COURTHOUSE STATION	GULFPORT	MS	39506
	114081	1010F-01-022.011	CYPRESS PLACE HOMEOWNER'S ASSN INC	1608 CYPRESS LANE	GULFPORT	MS	39507
	93768	1010F-01-017.000	DINSMORE MYRTLE LUCILLE -L/E-	166 B LAKEVIEW DR	SLIDELL	LA	70458
	114075	1010F-01-022.005	EASTMAN LEA	1610 CYPRESS LANE	GULFPORT	MS	39507
	114076	1010F-01-022.006	FREEMAN JOHN T IV & DANIQUE	1614 CYPRESS LANE	GULFPORT	MS	39507
	113161	1010F-01-012.002	GEORGE TOM G	P O BOX 7233 COURTHOUSE STATION	GULFPORT	MS	39506
	20803	1010F-01-018.000	HILL THOMAS W & FREIDA R	1530 MAGNOLIA ST	GULFPORT	MS	39507
	56022	1010E-01-003.000	IG DEVELOPMENT LLC	9591 BAYOU BEND	GULFPORT	MS	39503
	2769	1010F-02-044.004	KALIL ELAINE KOURY -TRUSTEE-	1529 MAGNOLIA #19	GULFPORT	MS	39507
	145670	1010D-01-008.004	KELSPIN HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
	20682	1010E-01-006.000	MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
	83712	1010E-01-002.000	MAGNOLIA PLEX LLC	1414 25TH AVE	GULFPORT	MS	39501
	83664	1010D-03-002.000	MAVAR GERALD MICHAEL SR & DIANNE	8001 CARL LEGETT RD	GULFPORT	MS	39503
	20817	1010F-02-044.000	OLD TAYLOR PROPERTIES INC	1529 MAGNOLIA STREET	GULFPORT	MS	39507
	2767	1010F-02-044.003	OLIVIER MICHAEL & PENELOPE-TRUSTEES	1529 MAGNOLIA ST #20	GULFPORT	MS	39507
	20810	1010F-02-037.000	PLATTS MARY KATE -TRUSTEE-	65 54TH STREET	GULFPORT	MS	39507
	95948	1010F-01-021.001	R A BRAUN CONST INC	1510 MAGNOLIA ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145010	1010D-01-008.002	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
N	56001	1010C-01-001.000	STATE OF MISS				0

RE: Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 24, 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 Planning Commission for **Thursday, February 24, 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.

THANK YOU for your legal submission!

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

ORDER DETAILS**Order Number:**

IPL0059223

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.04

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00592230**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

February 3, 2022 1:39:00 PM EST

Amount:

32.04

SCHEDULE FOR AD NUMBER IPL00592230

February 9, 2022

SunHerald (Biloxi)

**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, February 24, 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.

Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02- 041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

This the 2nd day of January 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

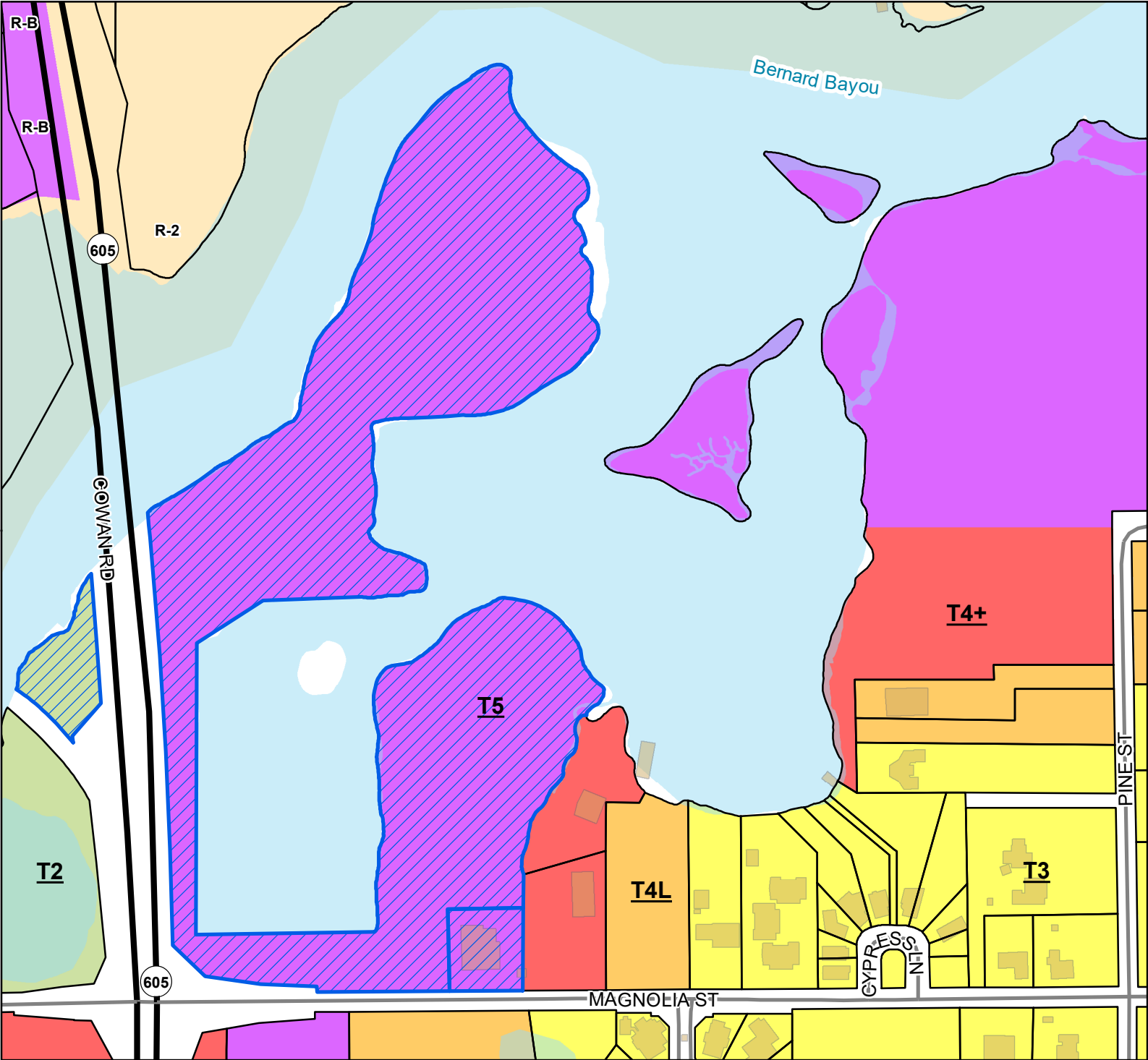
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: Planning Commission Approval 2202PC028:

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4



Legend

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

Smart Code

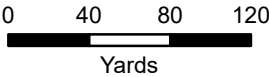
- T5
- T4+
- T4L
- T3
- T2

Zoning

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

Site Information

1010F-01-020.000
 1010F-01-021.000
 Zoning: T5 (Urban Center Zone)
 Size: 18.83 acres
 Flood: AE



1 inch = 285 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.

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2202PC028

Hearing Date: February 24, 2022

Current Zoning/Use: T5 / Commercial building

Legal: Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

TECHNICAL DETAILS

The applicant proposes a Marina use on the subject site. As the property is not currently zoned for a Marina use (T5 instead of T6), there is also an application on file to rezone the property. It will require approval to consider the use and site plan presented.

This property had a similar use on it prior to Hurricane Katrina. Licenses reference a "Kremer Marine" and aerial photography shows three primary buildings and two accessory structures existed in 2001 (see attached map).

As presented, there is a store, fenced area, parking, and boat slips (not shown) on the plans. Future endeavors shown on the plans include additional parking, an RV park, and a "tiki bar." The "tiki bar" and a RV park will likely require separate planning commission approvals, as they are not part of this request. A marina, as defined by Merriam-Webster, is "a dock or basin providing secure moorings for pleasure boats and often offering supply, repair, and other facilities." According to the site plan, a fuels and supply store is proposed. Other sections are illegible; however, repair facilities, restaurants, and other associated establishments should be anticipated.

EXECUTIVE SUMMARY

By ordinance, the planning commission may "establish conditions and limitations with respect to the site plan." As the plan does not clearly define what is occurring on site, and it appears some of the site is proposed to be used as open storage for boats, care should be given before approvals are granted. The area is redeveloping into a walkable community complete with restaurants, walk-up retail, and services. Large parking lots and open boat storage are not complementary to this style of development.

Any approval should consider these conditions:

1. The rezoning of the property (Case 2202PC027) must be approved by city council or a text amendment must be requested and approved.
2. A "tiki bar" is not a permitted use. This future plan is not approvable as presented and may require separate approvals in the future.

Technical Report
PLANNING COMMISSION APPROVAL

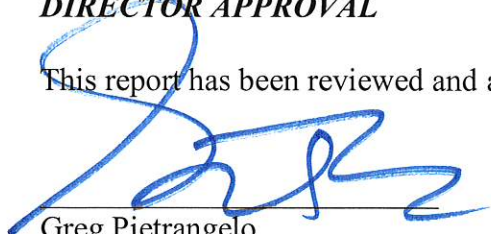
3. A recreational vehicle park is not is not approvable as presented and may require separate approvals in the future.
4. City of Gulfport's floodplain ordinance and all other ordinances. Must comply with all current building codes.
5. NFPA 303: Fire protection standard for marinas and boatyards, 2021 Ed

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No comments as of 2/4/2022.
<u>Public Works:</u>	No comments as of 2/4/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 2/4/2022.
<u>Building Code Services:</u>	City of Gulfport's floodplain ordinance and all other ordinances. Must comply with all current building codes. Memo dated 2/4/2022.
<u>GIS:</u>	No comments as of 2/4/2022.
<u>Police Department:</u>	No comments as of 2/4/2022.
<u>Fire Department:</u>	NFPA 303: Fire protection standard for marinas and boatyards, 2021 Ed. Memo dated 2/7/2022.
<u>City Arborist:</u>	No conditions. Memo dated 2/4/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

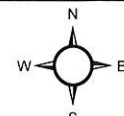


Greg Pietrangelo
Director of Urban Development Department

h. 17



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



1 inch = 200 feet

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

1	0	1	0	F
1	0	1	0	F

 -

0	1
0	1

 -

0	2	1
0	2	0

 .

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2202PC028Date Received: 1/5/22

Receipt Number: _____

Received By: CL/GH

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: 1408 COWAN LORRAINE RD.

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

General Location: HISTORIC KREMER MARINA SITE

GENERAL DESCRIPTION OF REQUEST:

REZONING OF PROPERTY FROM T5 TO T6
TO ALLOW OPERATION OF A MARINA.

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.

Wein Air Holdings, LLC OWNER

Printed Name of Owner
194 North Southlawn Dr
Mailing Address
Lafayette LA 70503
City State Zip code
337-945-3632

Home Phone _____ Work/Cell Phone _____
John@Mooney121PA.com
Email
John@Mooney121PA.com
Signature of Owner

DAVID J. HARDY AGENT
ELEY GUILD HARDY ARCHITECTS

Printed Name of Agent
1091 Tommy Munro
Mailing Address
Bloxi MS 39532
City State Zip code
228-341-4097

Home Phone _____ Work/Cell Phone _____
david@egh-ms
Email
[Signature]
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.

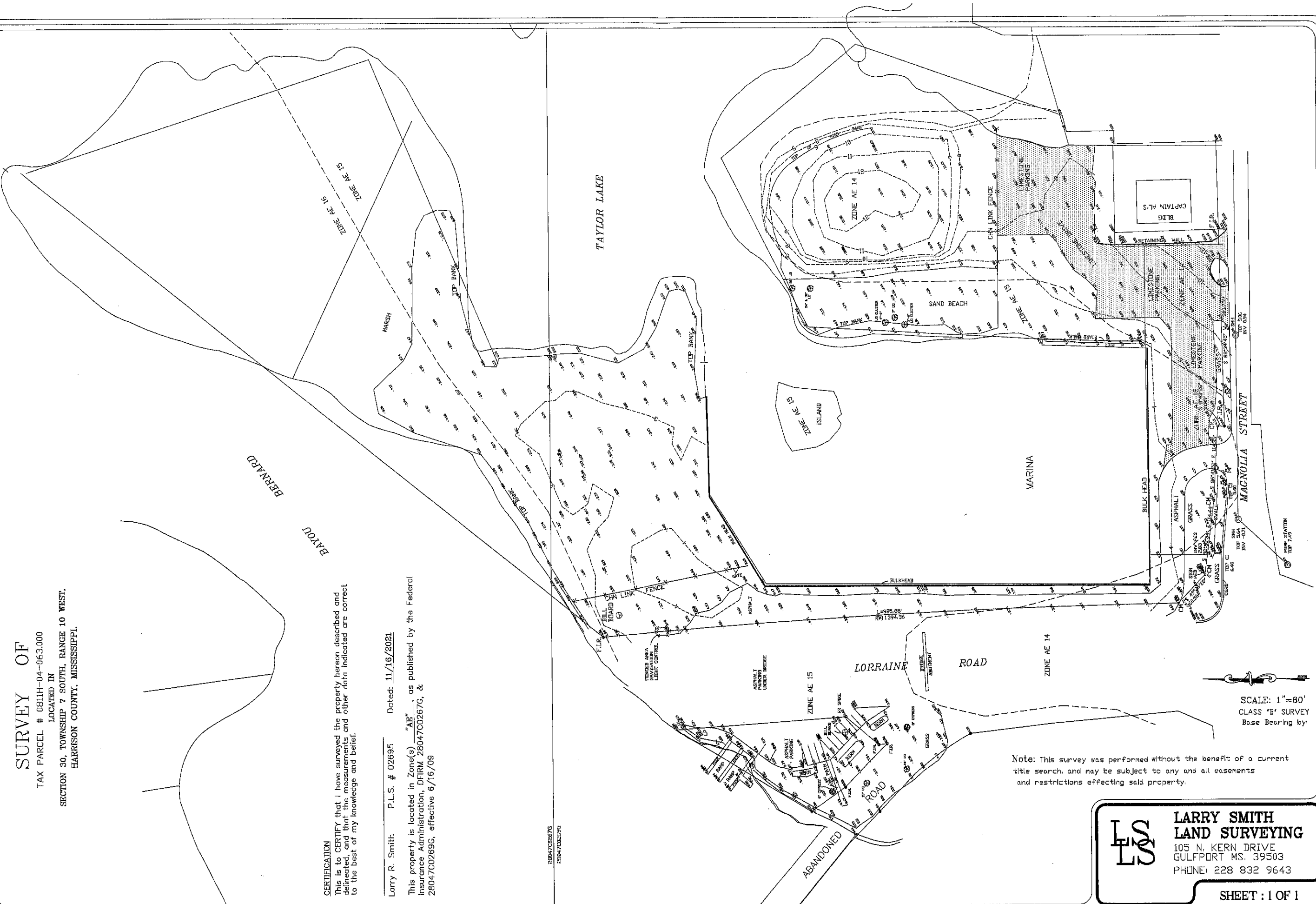
SURVEY OF
TAX PARCEL # 0811H-04-063.000
LOCATED IN
SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
HARRISON COUNTY, MISSISSIPPI

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

Larry R. Smith P.L.S. # 02695 Dated: 11/16/2021

This property is located in Zone(s) "AE", as published by the Federal Insurance Administration, DIRM 2804700267G, & 2804700269G, effective 6/16/09

2804700267G
2804700269G



SCALE: 1"=60'
CLASS "B" SURVEY
Base Bearing by

Note: This survey was performed without the benefit of a current title search, and may be subject to any and all easements and restrictions affecting said property.

LS

**LARRY SMITH
LAND SURVEYING**
105 N. KERN DRIVE
GULFPORT MS. 39503
PHONE: 228 832 9643

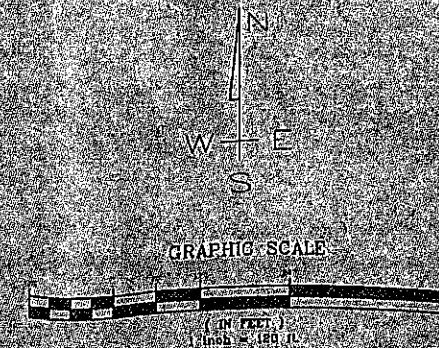


SITE MASTER PLAN

SCALE: 1" = 120'-0"

NOTES:

- 1) THIS SITE PLAN IS BASED ON INFORMATION OBTAINED FROM HARRISON COUNTY'S ONLINE GIS MAPPING AND IS FOR CONCEPTUAL PLANNING PURPOSES ONLY. SURVEY WILL BE REQUIRED IN ORDER TO BEGIN ACCURATE AND ACTUAL SITE PLANNING.
- 2) NO WETLANDS DELINEATION HAS BEEN COMPLETED AT THIS TIME. LAYOUT MAY VARY WHEN WETLANDS BOUNDARY IS DETERMINED.



BOUNDARY BASED ON IMAGERY OBTAINED FROM HARRISON COUNTY GIS MAPPING

SUBJECT PROPERTY LIES WITHIN "AE-15" & "AE-16" FLOOD ZONES PER HARRISON COUNTY GIS MAPPING

SITE DATA TABLE

PARCEL AREA - 18.24 +/- ACRES

ZONING - T5

NOTE: T5 IN THIS AREA TO FOLLOW REQUIREMENTS OF B-1 ZONING DISTRICT

STEBACKS

FYSB - 25 FT

RYSB - 0 FT

SYSB - 0 FT

NUMBER OF COVERED BOAT STORAGE SPACES - 65

TME

TERRY MORAN
ENGINEERING

P.O. BOX 4072
BLOOMINGDALE, MS 38611

PH 228-866-4733
FAX 228-866-8768

TERRY MORAN
P.E., P.L.B.

In Association
With

FA FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
1822 15th Street, Ste. 12
Gulfport, MS 39501
228-861-5209

Date: 09-22-2020
Drawn By: E.O.H.
Check By: T.M.
REV

PROPOSED MASTER PLAN
FORMER KREMER MARINE
GULFPORT, MS

Sheet
C1

B130519

SCANNED



1st Judicial District
Instrument 2013 7881 T - J1
Filed/Recorded 7/23/2013 01:47 P
Total Fees \$ 17.00
10 Pages Recorded

RETURN TO: Schwartz, Orgler & Jordan, PLLC, 2355 Pass Rd Biloxi MS 39531, 228-388-7441

PREPARED BY: American Bank & Trust, 307 E Landry St, Opelousas, LA, 70570, 337-948-3056

REVIEWED

Index: Parcel in NW1/4 of SE1/4, SE1/4 of NE1/4 and SW1/4 of NE1/4, Sec 30-7-10

DEED OF TRUST

THIS DEED OF TRUST is dated July 15, 2013, among WEIN-AIR HOLDINGS, LLC, a Mississippi Limited Liability Company whose address is 194 North Southlawn, Lafayette, LA 70503, (337) 456- 4946 ("Grantor"); AMERICAN BANK & TRUST COMPANY, whose address is 307 East Landry St, Opelousas, LA, 70570, (337) 948-3056 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SCHWARTZ, ORGLER & JORDAN, PLLC, a Mississippi Professional Limited Liability Company, whose address is 2355 Pass Rd, Biloxi MS 39531, (228) 388-7441 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in HARRISON County, State of Mississippi:

See EXHIBIT "A"

The Real Property or its address is commonly known as 1408 Lorraine-Cowan Rd, Gulfport MS 39507 (Kremer Marine property).

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened

2

release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Mississippi law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days

after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will be payable on demand. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall survive the termination of this Deed of Trust.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness of the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from

the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of the Indebtedness.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Sale of Property. Grantor waives the provisions of Section 89-1-55, Mississippi Code of 1972, as amended, and any successor

provisions, as far as said Section restricts the right of Trustee to offer at sale more than one hundred and sixty acres at a time, and Trustee may offer the Property as a whole or in part and in such order as the Trustee may deem best, regardless of the manner in which it may be described.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 25.000% of the principal balance due on the indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees equal to 25.000% of the principal balance due on the indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 25.000% of the principal balance due on the indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of HARRISON County, State of Mississippi. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

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Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Mississippi. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Louisiana.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Mississippi as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AMERICAN BANK & TRUST COMPANY, and its successors and assigns.

Borrower. The word "Borrower" means WEIN-AIR HOLDINGS, LLC, A Mississippi Limited Liability Company, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means WEIN-AIR HOLDINGS, LLC

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AMERICAN BANK & TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note dated JULY 15, 2013, in the original principal amount of \$1,900,125.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is JULY 15, 2016.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

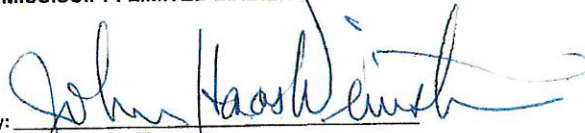
Trustee. The word "Trustee" means SCHWARTZ, ORGLER & JORDAN, PLLC, whose address is 2355 Pass Rd Biloxi MS 39531 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

WEIN-AIR HOLDINGS, LLC,

A MISSISSIPPI LIMITED LIABILITY COMPANY

By: 
John Weinstein, Manager

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF MISSISSIPPI

)
) SS
)

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 15th day of July, 2013, within my jurisdiction, the within named John Weinstein, Manager of Wein-Air Holdings, LLC and acknowledged that for and on behalf of the said limited liability company, and as its act and deed, he or she signed, executed and delivered the above and foregoing Deed of Trust for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

PARCEL 1

A parcel of land situated in part in the Southeast 1/4 of the Northwest 1/4, in the Northeast 1/4 of the Southwest 1/4, and in the Northwest 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" Iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 3549.51 feet, thence S 88°34'45" W 2059.43 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning, thence continue S 88°34'45" W along said north margin of Magnolia Street 303.73 feet, thence N 00°37'22" W 11.19 feet to a concrete monument, thence N 86°52'53" W 114.08 feet to a concrete monument, thence N 82°43'02" W 114.45 feet to a concrete monument, thence N 45°59'22" W 58.13 feet to a railroad spike in the asphalt and the east margin of Cowan Lorraine Road, thence along a curve concave to the west having a radius of 11394.36 feet for a distance of 897.39 feet, having a chord bearing of N 03°11'19" W and a chord distance of 897.16 feet to the south shoreline of Bernard Bayou, thence northeasterly along the south shore of said Bernard Bayou to a point being N 38°21'06" E 1148.75 feet from the last mentioned point, thence southeasterly along the shore of Bernard Bayou to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence north along the centerline of said creek or ditch to a point being S 18°54'59" W 339.03 feet from the last mentioned point, thence S 74°29'00" W 25.65 feet to an iron rod, thence S 00°55'40" E 73.50 feet to an iron pipe, thence S 89°18'20" W 132.56 feet to an iron pipe, thence S 89°37'38" W 20.13 feet to an iron rod, thence S 01°18'05" E 168.78 feet to an iron rod on the north margin of Magnolia Street and the Point of Beginning. Said parcel contains 16.12 acres.

AND ALSO

A marsh island lying N 23°01'42" E 1230 feet from above said Point of Beginning.

AND ALSO

An island lying N 24°38'27" W 720 feet from above said Point of Beginning.

PARCEL 2

A parcel of land situated in part in the Southeast 1/4 of the Northeast 1/4, in the Northeast 1/4 of the Southeast 1/4, and in the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°09'30" E along the east line of said Section 30, 1661.46 feet to an iron rod on the south shoreline of Bernard Bayou and the Point of Beginning, thence continue S 00°09'30" E along said east line of Section 30, 942.11 feet to an iron rod on the North margin of Switzer road,

thence S 88°16'06" W along said North Margin 723.03 feet to an iron rod, thence S 01°11'25" E 359.23 feet along the west margin of Pine Street to an iron pipe, thence departing said west margin run S 89°39'10" W 243.51 feet to an iron pipe, thence S 00°20'44" W 17.00 feet to an iron pipe, thence S 89°49'16" W 287.92 feet to a fence post, thence S 01°01'42" E 230.80 feet to an axle, thence N 52°59'49" W 43.61 feet, more or less, to a point on the south shoreline of Taylor Lake, thence Northerly along the meanderings of said shoreline of Taylor Lake to a point on the south shoreline of Bernard Bayou said point being N 03°26'28" E 1129.13 feet from the last mentioned point, thence easterly along the meanderings of said south shoreline of Bernard Bayou to an iron rod being N 72°06'27" E 1269.10 feet from the last mentioned point, said point being the Point of Beginning. Said parcel contains 27.5 acres, more or less.

AND ALSO

A marsh island lying S 77°20'53" W 1341 feet from above said Point of Beginning.

AND ALSO

A marsh island lying S 64°45'32" W 1391 feet from above said Point of Beginning.

PARCEL 3

A parcel of land situated in part in the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4, of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 2751.65 feet, thence S 90°00'00" W 2815.55 feet to a point on the south shoreline of Bernard Bayou, said point being N 04°54'59" W 10.00 feet from a railroad spike, said point also being on the west margin of the new right of way of Cowan Lorraine Road and the Point of Beginning, thence continue along a curve concave to the west having a radius of 11242.75 feet for a distance of 264.43 feet, having a chord bearing of S 04°16'14" E and a chord distance of 264.42 feet to a railroad spike in the asphalt, thence S 39°46'46" W 66.94 feet to an iron rod, thence S 06°48'40" E 12.67 feet to an iron rod on the old right of way of Cowan Road, thence along said old right of way N 45°13'40" W a distance of 92.73 feet to an iron rod, thence continue along said right of way N 35°13'40" W 65.00 feet to an iron rod at the south shoreline of Bernard Bayou, thence northeast along said shoreline to a point being N 30°50'27" E 243.78 feet from the last mentioned point and the Point of Beginning. Said parcel contains 0.51 acres, more or less.

BOTTOM LANDS (KREMER MARINA & TAYLOR LAKE)

A parcel situated in part in the South 1/2 of the Northeast 1/4, and the North 1/2 of the Southeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, also known as the Kremer Marina and Taylor Lake, and being more particularly described as follows, to-wit:

Commencing at a 2" iron pipe at the Northeast corner of the Northeast 1/4 of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence S 00°00'00" E 1738.60 feet, thence N 90°00'00" W 1960.73 feet to a point on the head of tidewater on the south shoreline of Bernard Bayou and at the mouth of the entrance to Taylor Lake, said point also being the Point of Beginning, thence southeasterly along the western shore of Taylor Lake to a point being S 17°55'20" E 560.66 feet from the last mentioned point, thence southwesterly along the shoreline of Taylor Lake to a point being S 66°57'39" W 506.25 feet, thence southerly along said shoreline to a point being S 03°24'23" E 222.73 feet from the last mentioned point, thence southeast along said shore to a point being S 56°04'38" E 127.65 feet, thence

southwest along said shore to a bulkhead being S 77°40'21" W 176.65 feet from the last mentioned point, thence along said bulkhead, southwest, south, east, and north to a point being S 09°19'02" E 541.77 feet from the last mentioned point, thence north along the shoreline to a point being N 03°07'01" E 384.40 feet from the last mentioned point, thence northeast along the south shore of Taylor Lake to a point being N 62°37'03" E 291.34 feet from the last mentioned point, thence southeast along said shore to the mouth of a drainage ditch or tidal creek said point being S 39°27'31" E 272.96 feet from the last mentioned point, thence northeast along the said shoreline to a point being N 83°22'26" E 41.70 feet from the last mentioned point, thence S 19°14'55" E 119.75 feet, thence southeast along said shoreline to a point being S 53°58'38" E 185.93 feet from the last mentioned point, thence easterly along said shoreline to a point being N 75°33'16" E 273.19 feet said point being an iron rod, thence northerly along said shoreline to a point being N 03°26'28" E 1129.13 feet from the last mentioned point, thence northeasterly along said shoreline to a point being N 72°06'27" E 207.51 from the last mentioned point, said point being at the mouth of Taylor lake, thence N 75°23'15" W 987.03 feet to a point on the west mouth of Taylor Lake and the south shoreline of Bernard Bayou, said point also being the Point of Beginning.

Said parcel contains 27.1 acres, more or less, less 2.2 acres for islands designated as islands "A", "B", "C", and "D", net acreage being 24.9 acres, more or less.

Being the same property conveyed to GSW Holdings, LLC, by deeds recorded as Instrument Number 2006-5736DJ1, 2006-5739DJ1, 2006-5740DJ1, 2006-5741DJ1 and 2006-5908DJ1.

Less and except those certain properties determined to be Public Trust Tidelands as set forth in that certain Public Trust Tidelands Boundary Certificate Number 32089, recorded as Instrument Number 2007-8870DJ1.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ASSIGNMENT

This agreement is made this 15th day of July, 2013, by and between Wein-Air, Inc. ("Assignor") and Wein-Air Holdings, LLC ("Assignee").

Whereas Assignor is the Purchaser under that certain Chapter 11 Amended Plan of Reorganization for GSW Holdings, LLC, dated as of June 21, 2013; which was approved by Order entered on July 8, 2013, with respect to the property commonly known as the Kremer Marine Property located in the First Judicial District of Harrison County, Mississippi.

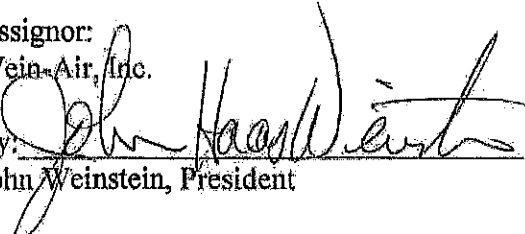
Now therefore, for and in consideration of the sum of \$10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

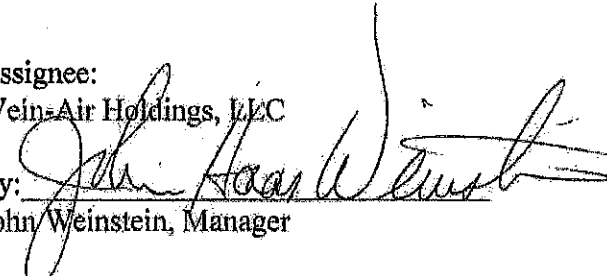
Assignor hereby assigns, conveys and transfers to Assignee all of its rights, title and interest to purchase the Kremer Marine Property as defined in Chapter 11 Amended Plan of Reorganization for GSW Holdings, LLC, dated as of June 21, 2013.

Executed on the date first above written.

Assignor:
Wein-Air, Inc.

By: 
John Weinstein, President

Assignee:
Wein-Air Holdings, LLC

By: 
John Weinstein, Manager



Designation of Agent

I, John Weinshen, Managing Member of Wein Air Holding, LLC
PRINT NAME being owner of the property 1408 COWAN LORRAINERD.
PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize DAVID I. HARDY
PRINT NAME to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

John Weinshen
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, 20 21.

Rhonda Singley
Notary Public

July 13, 2023
Commission Expiration



January 4, 2022

Greg Pietrangelo, Director of Urban Development
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

**RE: Request for Planning Commission Approval for:
Utilization of Site as Marina
Tax Parcel #'s 1010F-01-021.000 and 1010F-01-020.000
Historic Site of Kremer Marina and Current Capt. Al's Restaurant
1408 Cowan Lorraine Road / 1458 Magnolia Street
Gulfport, Mississippi**

On behalf of Wein Air Holdings, LLC, the Owner of the subject parcels, I am writing to request Planning Commission Approval for utilization of the subject parcel site as a Marina with associated water related recreational uses. The Owner has undertaken a rehabilitation project to restore the marina access piers, bulkheads, finger piers and mooring pilings. Other work planned for the area includes resurfacing of the existing marina parking area, repairs and upgrades to utilities to support the planned marina which will include a fuel dock and a portable marina store similar to that used in the Gulfport Harbor. According to the Chart of Permitted Uses the marina and water related recreational uses are only allowed within a T-6 Zone and an application for rezoning of this site from a T-5 Zone to a T-6 Zone has been made to allow this site to operate in accordance with its historic use as a marina and associated water related recreational uses.

To address the pre-requisite statements required under the application for Planning Commission Approval, we provided the following statements:

Explain how the site plan is appropriate with regard to:

1. Transportation and access:

- a. All transportation and access areas under control of public right of way are the responsibility of the City of Gulfport.
- b. All transportation and access areas on the private subject parcels are the responsibility of the Owner and will be maintained by the Owner.

BILOXI OFFICE
1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE
329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

www.egh.ms

2. *Water Supply:*

- a. All water supply located within the public right of way is the responsibility of the City of Gulfport.
- b. All water supply located within private subject parcels are the responsibility of the Owner and will be maintained by the Owner.

3. *Fire and Police protection:*

- a. The subject parcels are located within the City of Gulfport police and fire protection districts.

4. *Other public facilities:*

- a. A public boat launch exists on the property on the west side of the Cowan Lorraine Road bridge and is not a part of this project.

5. *Why the proposal will not cause undue traffic congestion or create a traffic hazard.*

- a. Traffic access to the marina site will occur from Magnolia Street at the existing ingress/egress location for the marina site. There are no changes proposed to the current patterns of traffic.

6. *Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located.*

- a. Approval of this project will allow the rehabilitation and use of a much need community amenity in the way of marina and water related recreational use at the historic Kremer Marina site. Having the marina harbor slips restored and occupied with recreational boats will be a visual and economic asset to the Cowan Lorraine Road District and will importantly remove a blighted marina condition that has existed on this site since Katrina.

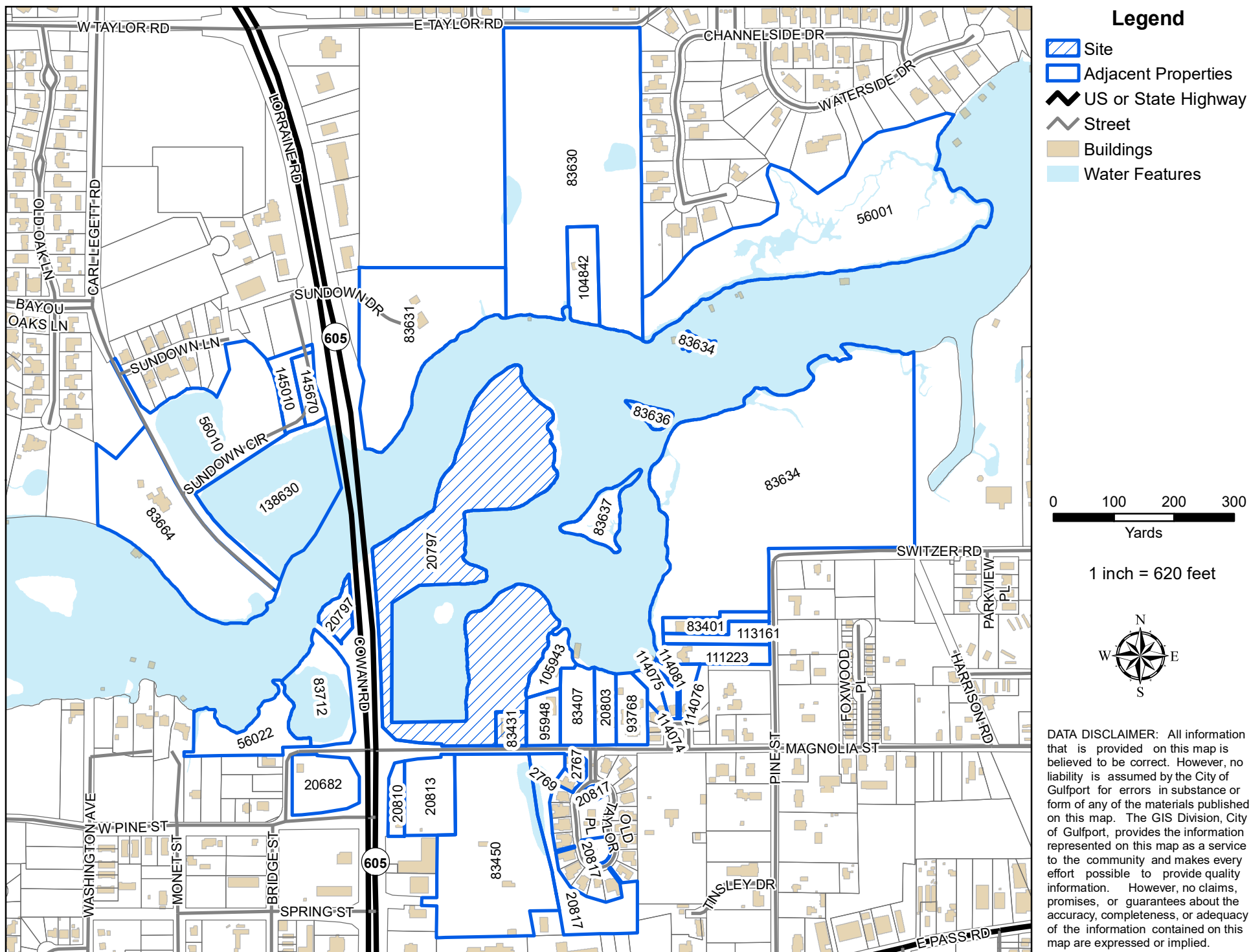
In closing, we look forward to answering any questions that may arise regarding this application and the proposed project.

Sincerely,



David J. Hardy, Principal
ELEY GUILD HARDY ARCHITECTS, PA

Planning Commission Approval



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20797	1010F-01-021.000	DAVID J. HARDY (AGENT)	1091 TOMMY MUNRO DR	BILOXI	MS	39532
	20797	1010F-01-021.000	WEIN-AIR HOLDINGS, LLC (OWNER)	194 NORTH SOUTHLAWN DR	LAFAYATTE	LA	70503
N	83431	1010F-01-020.000	WEIN-AIR HOLDINGS LLC	194 N SOUTHLAWN DR	LAFAYETTE	LA	70503
	83637	1010C-02-003.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	83636	1010C-02-002.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	20797	1010F-01-021.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N	83634	1010C-02-001.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
N			Adjacent Property Owners				
	20813	1010F-02-041.000	605 HOLDINGS LLC	1116 COWAN RD STE H	GULFPORT	MS	39503
	56010	1010D-01-007.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
N	138630	1010D-01-007.001	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
	83450	1010F-02-042.000	BAYWOOD CAMP GROUNDS INC	12506 LORRAINE RD	BILOXI	MS	39532
	83631	1010C-01-003.000	BOND MARGARET K REV TRUST	11272 SUNDOWN DR	GULFPORT	MS	39503
	111223	1010F-01-012.001	BRADY MELINDA J	1307 PINE ST	GULFPORT	MS	39507
	83407	1010F-01-019.000	BRAUN ROBERT A	14116 CUSTOMS BLVD STE 100	GULFPORT	MS	39503
	105943	1010F-01-021.002	BRAUN ROBERT A	1510 MAGNOLIA ST	GULFPORT	MS	39507
	114074	1010F-01-022.004	BURWELL DUDLEY S JR & NIKI M	1608 CYPRESS LANE	GULFPORT	MS	39507
	83630	1010C-01-002.000	CARTER JONATHAN R & GRAMMAR JENNIE	11029 E TAYLOR RD	GULFPORT	MS	39503
N	104842	1010C-01-002.001	CARTER JONATHAN R & GRAMMER JENNIE	11029 EAST TAYLOR RD	GULFPORT	MS	39503
	83401	1010F-01-012.000	CYPRESS GROUP LLC	P O BOX 7233 COURTHOUSE STATION	GULFPORT	MS	39506
	114081	1010F-01-022.011	CYPRESS PLACE HOMEOWNER'S ASSN INC	1608 CYPRESS LANE	GULFPORT	MS	39507
	93768	1010F-01-017.000	DINSMORE MYRTLE LUCILLE -L/E-	166 B LAKEVIEW DR	SLIDELL	LA	70458
	114075	1010F-01-022.005	EASTMAN LEA	1610 CYPRESS LANE	GULFPORT	MS	39507
	114076	1010F-01-022.006	FREEMAN JOHN T IV & DANIQUE	1614 CYPRESS LANE	GULFPORT	MS	39507
	113161	1010F-01-012.002	GEORGE TOM G	P O BOX 7233 COURTHOUSE STATION	GULFPORT	MS	39506
	20803	1010F-01-018.000	HILL THOMAS W & FREIDA R	1530 MAGNOLIA ST	GULFPORT	MS	39507
	56022	1010E-01-003.000	IG DEVELOPMENT LLC	9591 BAYOU BEND	GULFPORT	MS	39503
	2769	1010F-02-044.004	KALIL ELAINE KOURY -TRUSTEE-	1529 MAGNOLIA #19	GULFPORT	MS	39507
	145670	1010D-01-008.004	KELSPIN HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
	20682	1010E-01-006.000	MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
	83712	1010E-01-002.000	MAGNOLIA PLEX LLC	1414 25TH AVE	GULFPORT	MS	39501
	83664	1010D-03-002.000	MAVAR GERALD MICHAEL SR & DIANNE	8001 CARL LEGETT RD	GULFPORT	MS	39503
	20817	1010F-02-044.000	OLD TAYLOR PROPERTIES INC	1529 MAGNOLIA STREET	GULFPORT	MS	39507
	2767	1010F-02-044.003	OLIVIER MICHAEL & PENELOPE-TRUSTEES	1529 MAGNOLIA ST #20	GULFPORT	MS	39507
	20810	1010F-02-037.000	PLATTS MARY KATE -TRUSTEE-	65 54TH STREET	GULFPORT	MS	39507
	95948	1010F-01-021.001	R A BRAUN CONST INC	1510 MAGNOLIA ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145010	1010D-01-008.002	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
N	56001	1010C-01-001.000	STATE OF MISS				0

RE: Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 24, 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 Planning Commission for **Thursday, February 24, 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.

THANK YOU for your legal submission!

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

ORDER DETAILS**Order Number:****IPL0059223****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.04

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00592230**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

February 3, 2022 1:39:00 PM EST

Amount:

32.04

SCHEDULE FOR AD NUMBER IPL00592230

February 9, 2022

SunHerald (Biloxi)

**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, February 24, 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.

Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02- 041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

This the 2nd day of January 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: Special Exception 2202SE029:

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02-041.000,
Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2202SE029

Hearing Date: Zoning Board February 17, 2022
Planning Commission February 24, 2022

Current Zoning/Use: T4+ / Commercial

Legal: Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02-041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

TECHNICAL DETAILS

The applicant requests planning commission approval to allow for an adult daycare service located at 1620 23rd Avenue. It is stated by the applicant, "The day services for adults with intellectual and developmental disabilities provides opportunities for the participants to learn skills that peek their interest." They are given chances to socialize, shop, participate in fitness programs, entertainment and arts and crafts.

Further, the clients can take part in outings or stay at the center for movie time or self-care events. The main goal is to allow them to make choices and provide them the chance to follow through with their choices. The hours of operation will be from 7:00 a.m. to 9:00 p.m. There will be no overnight stay. In addition, this business will not cause any undue traffic congestion for the applicants have ample parking in the rear of the building.

Any approval should consider these conditions:

1. Must meet all current Building Codes Ordinances and 2010 ADA Standards.
2. Daycare is a Group I-4 occupancy. Building must have manual fire alarm and Auto smoke detection required 907.2.6
3. Every room where care is provided must have an exterior exit.

EXECUTIVE SUMMARY

The day service provides opportunities for the participants to learn skills that peek their interest, socialize, shop, participate in fitness activities and planned entertainment. The daycare will not cause undue traffic congestions dew to the fact that there is ample parking located in the rear of building. Further, there will be no overnight stay by clients.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 2/07/2022.

Public Works: No conditions. Memo dated 2/07/2022.

Traffic and Safety: No conditions. Memo dated 2/01/2022.

Technical Report

SPECIAL EXCEPTION

Building Code Services: Conditions. Must meet all current Building Codes Ordinances and 2010 ADA Standards. Memo dated 2/04/2022.

GIS: No conditions. Memo dated 2/07/2022.

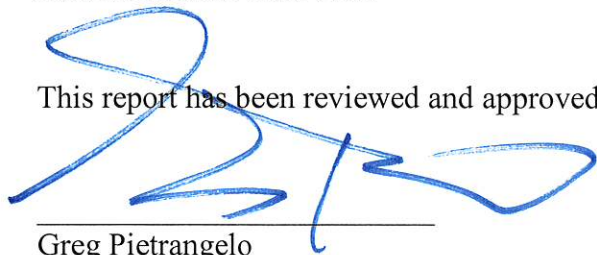
Police Department: No conditions. Memo dated 2/04/2022.

Fire Department: Conditions. Daycare is a Group I-4 occupancy. Building must have manual fire alarm and Auto smoke detection required 907.2.6 Every room where care is provided must have an exterior exit. Memo dated 2/04/2022.

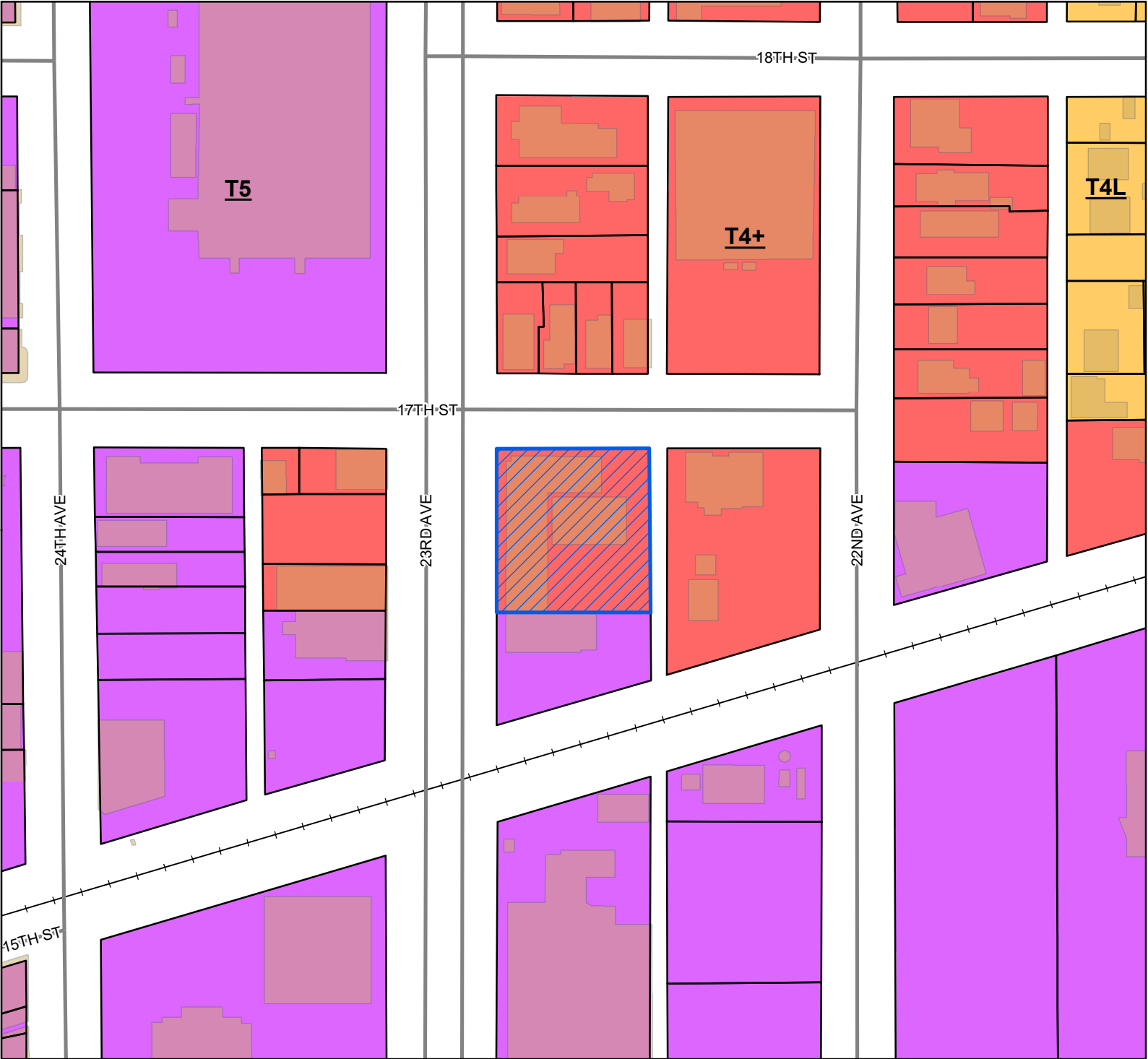
City Arborist: No conditions. Memo dated 2/04/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Railroad

Parcels

Smart Code Communities

Community

Downtown

Buildings

Smart Code

T5

T4+

T4L

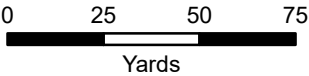
Site Information

0811F-02-041.000

Zoning: T4+ (General Urban Zone"Plus")

Size: 29,322 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

APPLICATION FOR SPECIAL EXCEPTION

Property Information

TAX PARCEL # 0881F - 02 - 041 • 000

					-			-						•					
					-			-						•					
					-			-						•					

For Staff Use Only
Case File #: 2202SE029
Date Received: 1-5-22
Receipt #: _____
Received By: N.N.
Zoning: T4+
Ward: 3 Flood: X
Size: 29,322 sq ft

(If necessary, use separate sheet of paper)

Address of Property Involved: 1620 23rd Ave Gulfport, MS 39501

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Day services for Adults with intellectual and developmental disabilities provide opportunities for the participants to learn skills that they are interested in learning. We would like to provide at this location.

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

REM Mississippi
Printed Name Of Owner
578 Lakeland East Suite A
Mailing Address
Flowood MS 39232
City State Zip code
601-939-0394
Home Phone Work/Cell Phone
brady.lakeland@sevirthealth.com
Email
[Signature]
Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

☐

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

COMMERCIAL LEASE AGREEMENT

1) PARTIES: THIS LEASE, dated the 4th day of August 2020, by and between Lowry Development, LLC (hereinafter "Lessor") and REM East, LLC (hereinafter "Lessee").

WITNESSETH:

In consideration of the rental stated herein and their mutual covenants, Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions herein, the following described premises: 1620 23rd Avenue, Suite A, Gulfport, MS 39501; comprising the northern section of the commercial building and being approximately 4100 sf.

2) TERM: The term of this lease is sixty (60) months commencing August 1, 2020 (the "Commencement Date") and expiring midnight on July 31, 2025 (the "Expiration Date");

Lessee shall have access to the Premises upon full execution of the Lease and delivery of keys to the Premises (the "Delivery Date"). This shall in no way be construed as occupancy for the purposes of commencing rent or the term. In the event the Delivery Date is sooner than the Commencement Date, the Commencement Date shall remain unchanged. Provided; however, if the delay in the Delivery Date exceeds 15 days beyond the full execution of this Lease, Lessee, at its option, may terminate this Lease and all prepaid rent shall be refunded to Lessee. Lessee shall have one (1) option to renew (the "Renewal Option") for a term of five (5) years at a rental rate of \$4,500/month provided that Lessee shall provide written notice to Lessor no later than 120 days prior to the Lease expiration date. All other terms of the Lease shall remain in full force and effect.

3) RENTAL: Lessee agrees to pay to Lessor, without deduction, set off, prior notice, or demand, rental during said term payable on the first day of each month in advance monthly installments of four thousand two hundred and fifty dollars (\$4,250.00) per month. One monthly installment of rent shall be due and payable on the date of execution of this lease by Lessee for the first month's rent (September 1, 2020) and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date during the demised term provided, that if the Commencement Date should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month, and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the demised term.

All rentals due under this lease are payable to the order of Lowry Development, LLC and delivered to Lessor or his agent at 1620 23rd Avenue, Suite B, Gulfport, MS 39501 or as Lessor or his succession representative may hereafter from time to time designate in writing.

4) SECURITY DEPOSIT: INTENTIONALLY DELETED

5) DELIVERY OF PREMISES: Lessee hereby accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises. Any improvements or alterations desired by Lessee shall be at Lessee's cost, with Lessor's prior written approval which shall not be unreasonably withheld or delayed, except as hereinafter provided in Exhibit A which is explicitly consented to by Lessor as approved alterations under the Lease.

6) KIND OF BUSINESS: Lessee shall occupy the premises throughout the full term of the lease,

12) **DEFAULT BY LESSEE:** Should Lessee fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of five (5) days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this lease, within twenty (20) days from the mailing by Lessor of notice demanding same, Lessor shall have the right, at Lessor's option (a) to cancel this lease or alternatively at Lessor's option to be reimbursed the excess of the total rent reserved for the remainder of the Term over the rental value of the Leased Premises for said remainder of the Term, discounted to its present value (using the prime rate on the day of termination as reported in the Wall Street Journal, or the first day on which it is thereafter published, if it is not published on that day; and/or (b) to sue for the rents in intervals or as the same accrues. The foregoing provisions are without prejudice to any remedy, which might otherwise be used under the laws of Mississippi for arrears of rent or breaches of contract, or to any lien to which Lessor may be entitled.

If Lessee has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted Lessee. Should Lessor terminate this lease as provided in this article, Lessor may re-enter said leased premises and remove all persons, or personal property, without legal process, and all claims for damages by reason of such reentry are expressly waived. Lessor's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease regardless of any indulgences or extensions previously granted. In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and Lessor places the enforcement of this lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the leased premises in the hands of an attorney, or files suit upon same, Lessee agrees to pay reasonable attorney's fees incurred by Lessor.

13) **RIGHT TO SHOW SIGN:** Lessor reserves the right to keep posted on the premises signs "For Sale" or "By Auction" at any time during the term of this lease and also post "For Lease" or "For Rent" signs during the 120 days preceding the expiration of this lease; and Lessee must allow parties authorized by Lessor or Agent to visit the premises in view of buying during the term of this lease in view of renting for 120 days prior to expiration, from 9 A.M. to 5 P.M. so long as Lessor provides at least twenty four (24) hours prior written notice to Lessee.

14) **RIGHT OF ENTRY:** Lessor may enter the premises at reasonable times provided with at least twenty four (24) hours prior written notice to Lessee to inspect the same, to make repairs and alterations, or to run pipe or electric wire, as Lessor may deem necessary and appropriate provided that Lessor will not unduly inconvenience Lessee's business.

15) **SIGNS:** Unless otherwise agreed in this lease, Lessee shall not be permitted to place any signs on the premises without Lessor's prior written approval; such approval shall not be unreasonably withheld. Upon termination of this lease, Lessee shall remove any sign, advertisement or notice painted on or affixed to the leased premises and restore the place it occupied to the condition in which it existed as of the date of this lease. Upon Lessee's failure to do so, Lessor may do so at Lessee's expense.

16) **CONDITIONS AND UPKEEP OF PREMISES:** Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises including without limitation interior walls, floors, ceiling, ducts, utilities, air conditioning, heating and lighting and plumbing and also including the loading

replacement value thereof against loss by fire and extended coverage (including loss of rent insurance) and maintain such insurance at all times as specified herein.

C. Placement of Insurance: All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Mississippi. The policies providing for the protection required in subparagraph A hereof may remain in the possession of Lessee, provided, however, that Lessee furnish satisfactory evidence to Lessor or the Lessor's mortgagee that such policy or policies fulfill the requirements of this subparagraph.

D. Vording Insurance: Lessee will not permit the herein demised premises to be used for any purpose which would render the insurance thereon void.

E. Indemnity: Lessee shall and will forever indemnify and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the leased premises, adjacent property, streets and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury resulted from the negligence of Lessee or its sublessees or their respective agents or employees or otherwise, and including without limitation such death, damage or injury as may have resulted from the sole or contributing negligence, act or omission of Lessor or their agents or employees or for which Lessor may have any liability without fault. Lessee shall and will, at its own expense, defend any and all suites that may be brought against Lessor, or any of them, or in which Lessor, or any of them, may be impleaded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of them, in any such action or actions in which Lessor, or any of them, may be a party defendant.

19) UTILITIES: All utility charges on the leased premises shall be paid by _____ Lessee, including cost of heat, water, electric current, gas, garbage pickup, sewer.

20) ATTORNEY'S FEE AND EXPENSES: In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, unsuccessful litigant be liable for reasonable attorney's fees, costs and expenses incurred by the other party.

21) NOTICE: Any notice provided for herein must be in writing and will be deemed given when deposited by certified mail (regardless of when or if received by the addressee), or when actually delivered in person to the parties or their designated agents at the following addresses or at such other addresses as they may from time to time direct.

Lessor: Jim Lowry
1620 23rd Avenue; Suite
Gulfport, MS 39501
(228) 861-8883

Lessee: Attention: Real Estate
6600 France Avenue South, Suite 500
Edina, MN 55435

his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

29) SUBORDINATE TO MORTGAGE: Before the Commencement Date, Landlord shall deliver to Tenant a written agreement (a "Non-Disturbance Agreement"), in recordable form that is reasonably acceptable to Tenant, from each holder of a mortgage or deed of trust encumbering the Property and each lessor under a ground lease or superior lease to which the Property or this Lease is subject, which Non-Disturbance Agreement shall provide that, in the event of a foreclosure, deed in lieu of foreclosure or other exercise of rights under any such mortgage or deed of trust, or in the event of the termination or other exercise of rights under any such lease, as the case may be, such holder or lessor (and their successors in interest to the Property or this Lease, including any purchaser or transferor in connection with a foreclosure or deed in lieu of foreclosure) shall recognize Tenant's rights, not disturb Tenant's occupancy and assume Landlord's obligations, under this Lease. This Lease shall be subordinate to any mortgages or deeds of trust now or hereafter encumbering the Property, but only if Tenant receives a Non-Disturbance Agreement, in recordable form, from each holder of any such mortgage or deed of trust. Landlord represents and warrants that TheCitizensBank holds the only mortgage or deed of trust which encumbers the Property as of the date of this Lease and that no ground lease or superior lease encumbers the Property.

30) COMMON AREA MAINTENANCE: Lessor shall be responsible for maintaining the common areas used in connection with the leased premises in a safe and clean condition which common areas shall include, but not be limited to, all parking areas, access roads and facilities in or at the premises including driveways, loading docks and areas, sidewalks, ramps, landscaped and planting areas, lighting facilities, signs and all other areas and improvements for the general use, in common, or lessees, their officers, agents, employees and customers. Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas; to change traffic access, provided the leased premises are adequately served by the new access; to restrict parking by Lessees, their officers, agents and employees to designated areas; and to do and perform such other acts as Lessor shall, in the use of its business judgement, determine to be advisable with a view to the improvement of the convenience and use thereof by Lessees, their officers, agents, employees and customer.

31) CONFLICTS: If there is any conflict between the printed portions and the typewritten or handwritten portions the typewritten or handwritten portion shall prevail.

32) BENEFITS OF PARTIES: All of the provisions contained herein shall be bound upon and shall be inured to be the benefit of Lessor and Lessee, their heirs, executors, administrators, successors and

Print: Jim Lowry for Lowry Development, LLC

As to Lessee(s), this 4 day of August, 2020.

LESSEE:

Sign: 

Date: 8/4/2020

Print: Grant M Schara

Title: Director of Real Estate

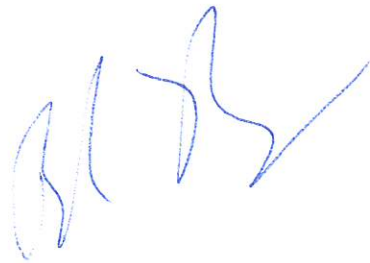
ADDENDUM

1. Lessee will be responsible for renovations and build-out of space at Lessee's expense according to Exhibit A.
2. Upon the Delivery Date, Lessee shall have occupancy at zero cost/rent to allow for renovations and build-out. Rent shall commence on September 1, 2020, which shall be prepaid with the full execution of this Lease.

Business Description for REM of Mississippi
located at 1620 23rd Ave Gulfport

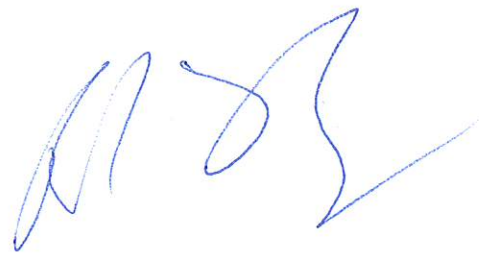
The day services for adults with intellectual and developmental disabilities provides opportunities for the participants to learn skills that they are interested in. They are given chances to socialize, shop, participate in fitness programs, entertainment and arts and crafts. They can take part in outings or stay at the center for movie time or self care events. Their main goal is to allow them to make choices and provide them the chance to follow through with their choices.

The hours of operation are from 7:00am to 9:00 p.m. There is no overnight stays.



G.

- Transportation is provided by the streets and sidewalks in downtown ~~Go~~ Gulfport.
- Water is supplied by the City of Gulfport, city sewer provides waste disposal.
- Fire, Police & other public facilities are provided by the city of Gulfport.
- The use of the building will cause no undue traffic congestion. the property has ample parking to meet the needs of the staff and participants.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke at the end.

1/5/22

Lowry Development, LLC
1620 23rd Avenue
Suite A
Gulfport, MS 39501

January 5, 2022

City of Gulfport, Mississippi
Department of Urban Development, Planning & Zoning
1410 24th Avenue
Gulfport, MS 39501

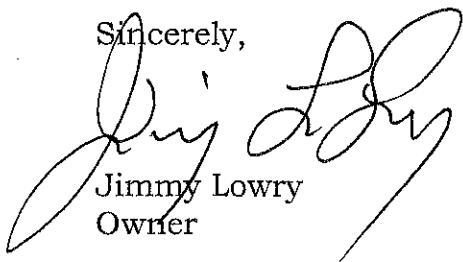
Dear Sirs:

Through this correspondence it is my desire to inform the City of Gulfport, MS that recently, I entered into a lease commitment with a new business enterprise desiring to locate here in our city. They will be occupying a portion of a building which I own, located on 23rd Avenue. Prior to committing to such engagement, I did conduct a background check into their business practices and was pleased to find that are very reputable as they operate similar facilities across our State. To this end, in order to facilitate and support their endeavor here in Gulfport wish to make the following testimonial:

I, Jimmy Lowry, owner of Lowry Development, LLC, allow REM Mississippi to utilize property which they have leased from me to provide day services, prevocational services and other programs and services for individuals with intellectual and developmental disabilities, at 1620 23rd Avenue, Suite B, Gulfport, MS 39501.

Thank you for your attention to this matter and should you have any questions or inquiries regarding this business activity, please do not hesitate to contact me at your convenience.

Sincerely,



Jimmy Lowry
Owner

DELEGATION OF AUTHORITY

REM East, LLC d/b/a REM Mississippi

(referred to as the "Company")

January 4, 2022

I, Jon Fisher, Community Support Services Operating Group President of above referenced Company, pursuant to resolutions duly adopted by the Board of Directors on February 15, 2019, do hereby authorize Jessica Mathews, State Director, to make and sign any application for planning and zoning in all counties of the State of Mississippi and Brad Lahaie, Area Director, to sign the application for planning and zoning for Company.

The authorization set forth in the resolution shall remain in effect until future modification or rescission of said authorization by any officer of the Company holding the position of Vice President or above.

Jon Fisher

Jon Fisher
Community Support Services
Operating Group President



Monica Dillon
9-25-2024

Record of Signing

For:	The MENTOR Network
Name:	Jon Fisher
Title:	President

Jon Fisher

Signed on 2022-01-04 21:18:03 GMT

Received 15 December 2004
 Accepted 17 February 2005
 Published online 1 April 2005
 DOI: 10.1016/j.jmb.2005.02.012
 Editor: David Moras



9-25-2004
mrm



Certificate of Acknowledgment of Notary Public

State of Mississippi)

) SS

County of Harrison)

On January 5 2022, before me, Crystal Brown, a notary public in and for said state, personally appeared Jimmy Lowry, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WIT my hand and official seal.



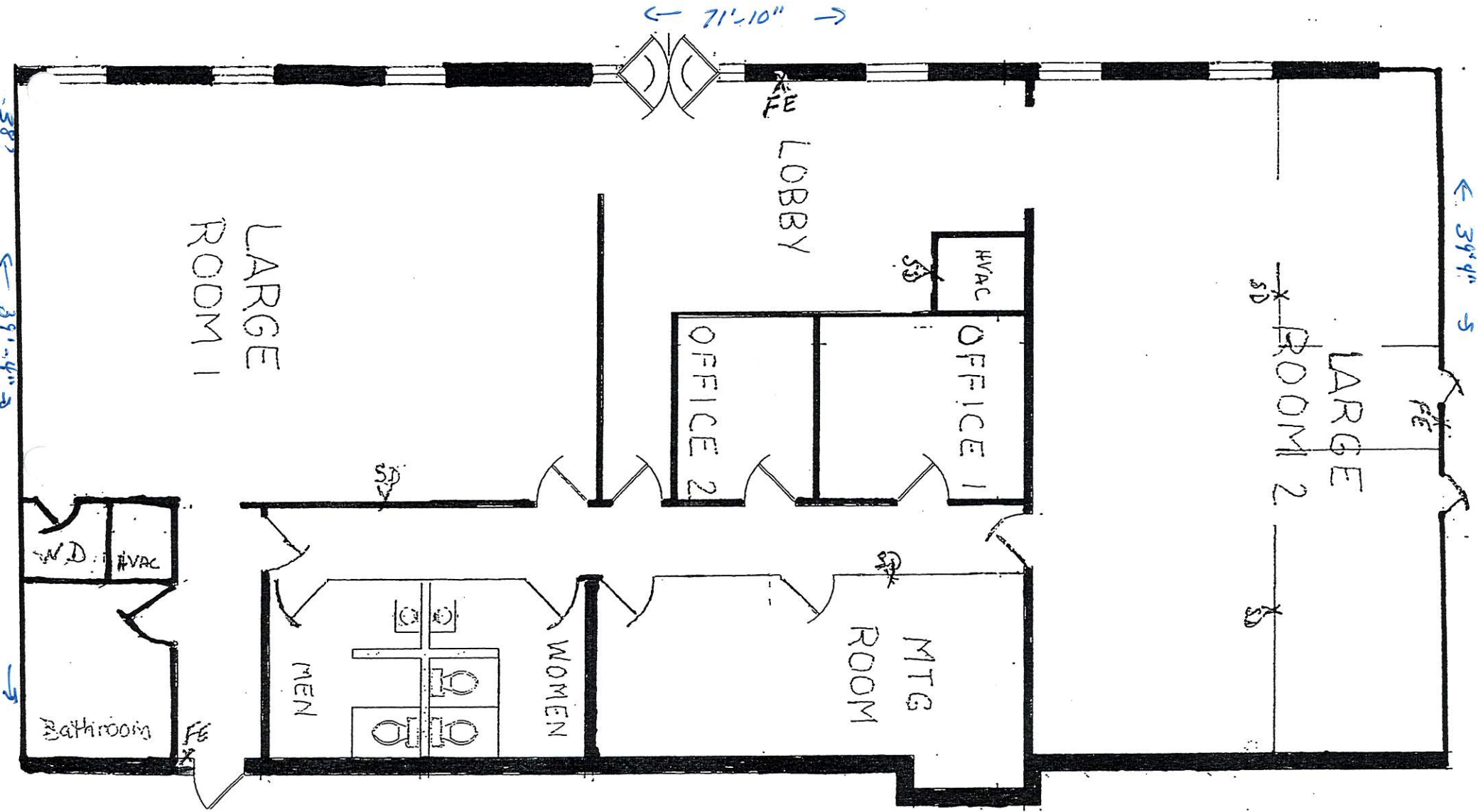
[NOTARY SEAL]

Crystal Brown

Notary Public for the State of Mississippi

My commission expires 8/2/2025

FE - Fire extinguisher
SD - Smoke detector



23RD AVE

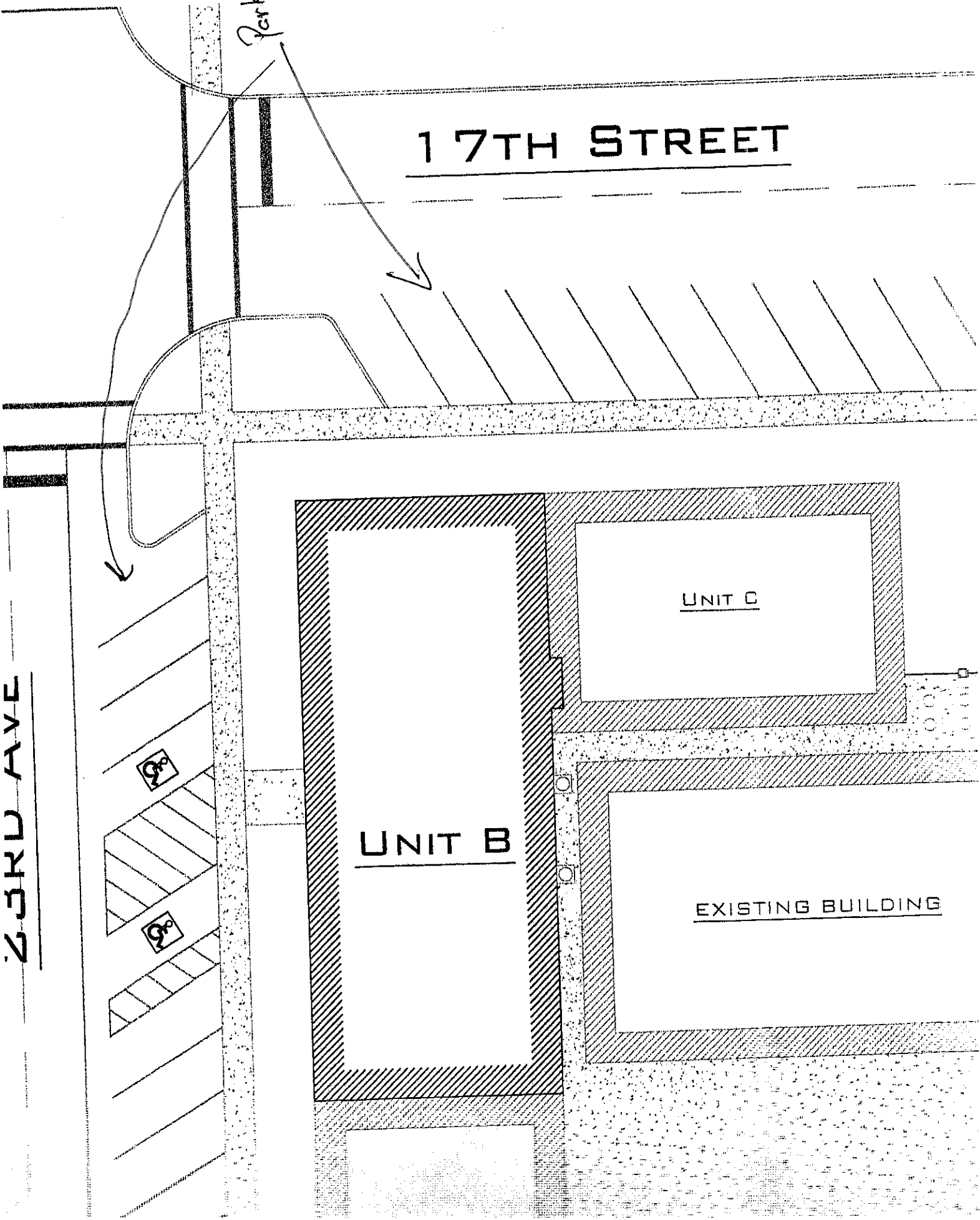
Parking

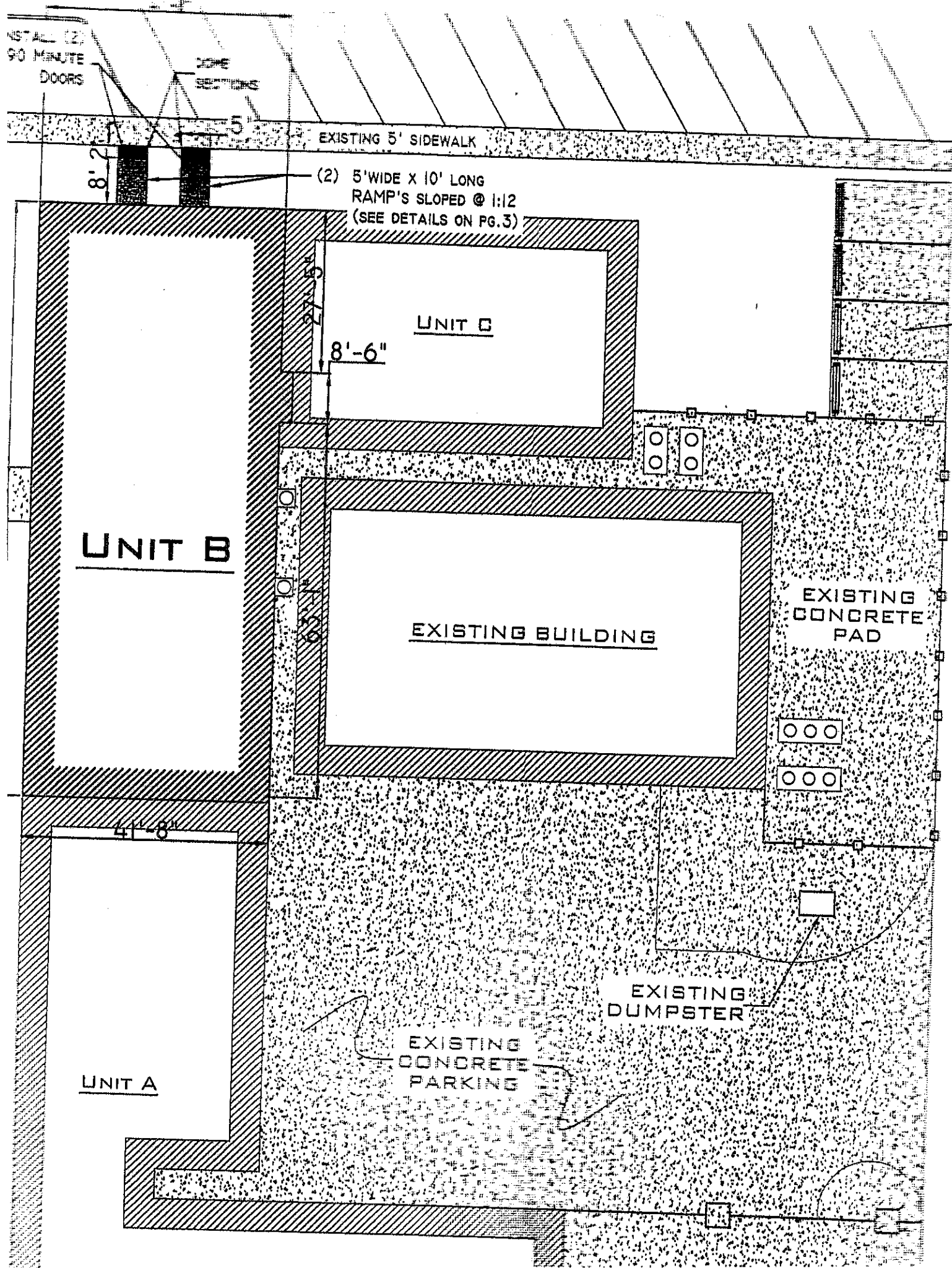
17TH STREET

UNIT B

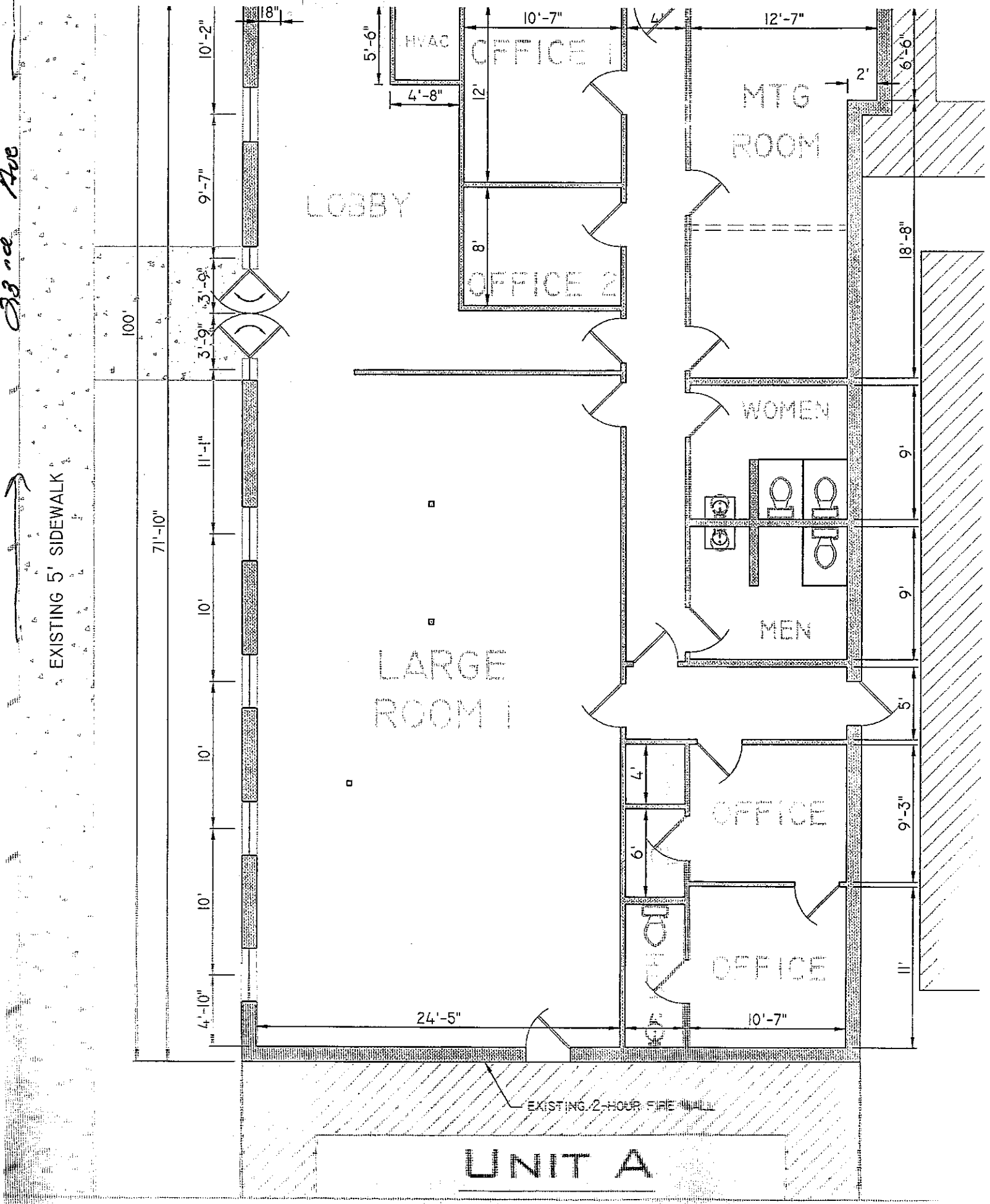
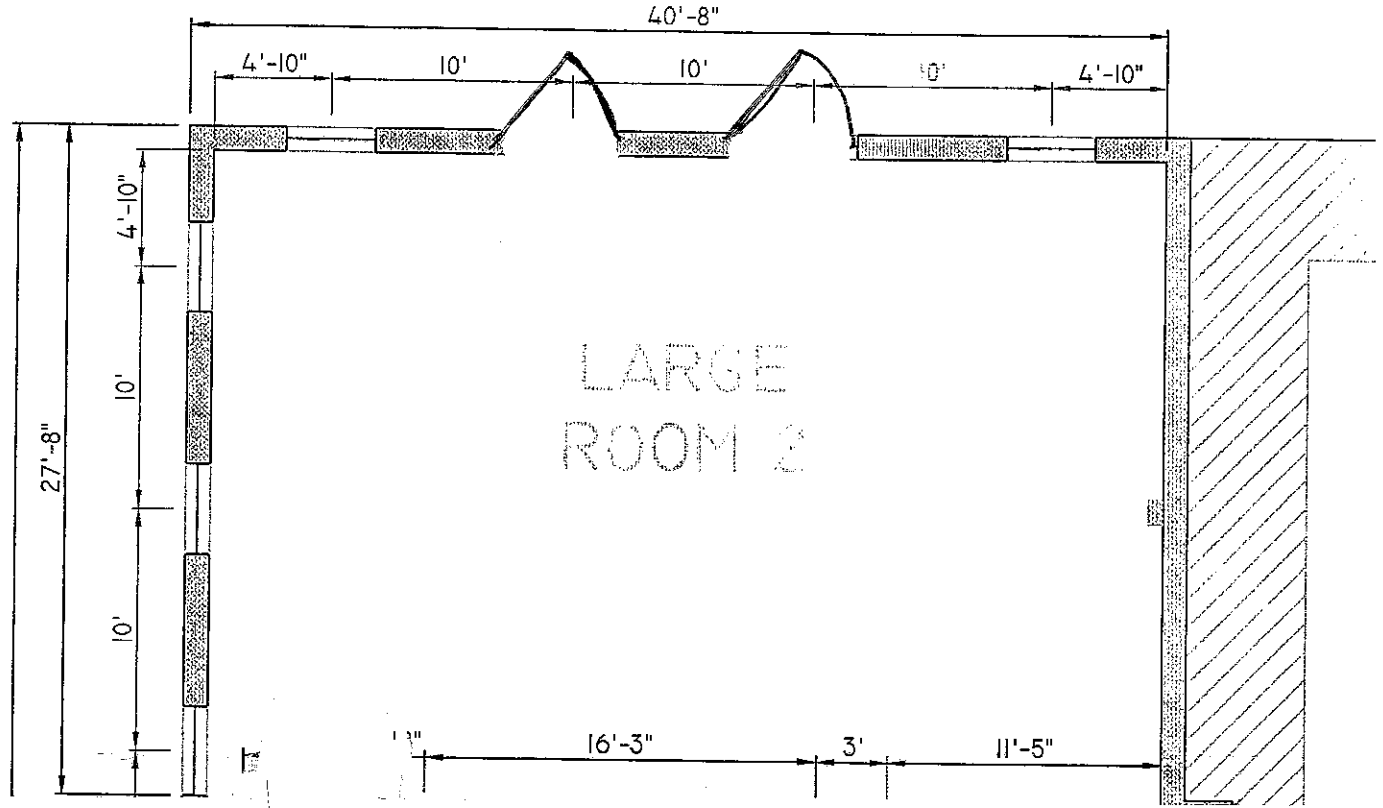
UNIT C

EXISTING BUILDING





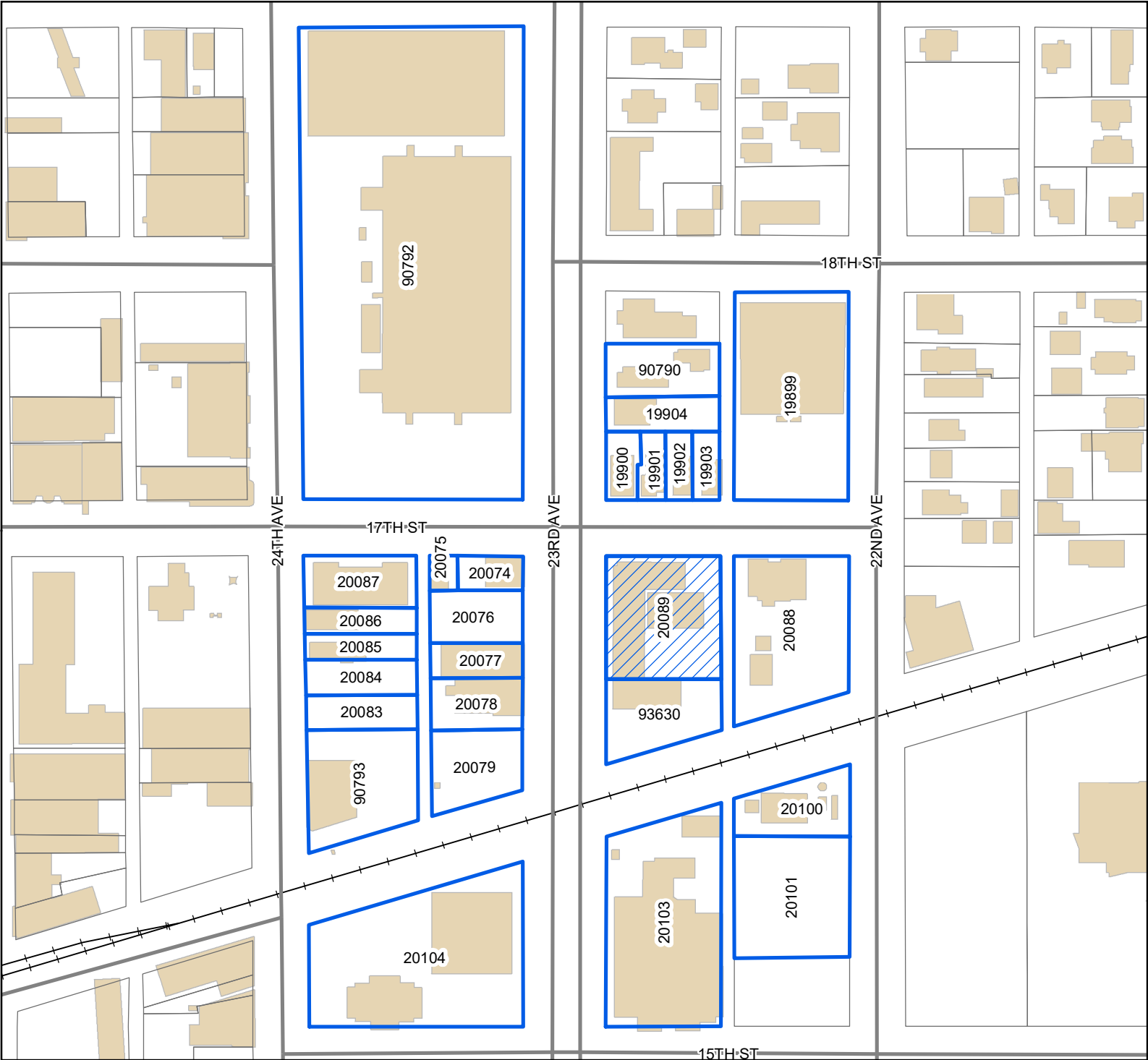
← 17th Street ←



33nd Ave

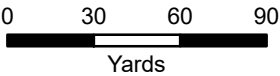
EXISTING 5' SIDEWALK

UNIT A



Legend

- Site
- Adjacent Properties
- Street
- Railroad
- Buildings



1 inch = 200 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20089	0811F-02-041.000	REM MISSISSIPPI (OWNER)	1620 23RD AVE	GULFPORT	MS	39501
N			Adjacent Property Owners				
	19900	0811F-02-045.000	2224 17TH ST LLC	15202 AUTUMN CT	GULFPORT	MS	39503
	19903	0811F-02-042.000	ALLEN GRADY E & PAULA L	2216 17TH ST	GULFPORT	MS	39501
	20075	0811F-04-003.000	ALLEN INDUSTRIES LLC	18565 DIAMOND RD	SAUCIER	MS	39574
	19901	0811F-02-044.000	EASTERLING ROBERT C	1440 MILL ROAD	GULFPORT	MS	39507
	20079	0811F-04-007.000	GULF SOUTH PIPELINE COMPANY LP	P O BOX 20008 ATTN: DAVID HARDEST	TOWENSBORO	KY	42304
	20103	0811F-03-012.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20104	0811F-03-013.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20101	0811F-03-010.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	20100	0811F-03-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	90792	0811F-04-001.000	HARRISON CO				0
N	20087	0811F-04-013.000	HARRISON CO	P O DRAWER CC	GULFPORT	MS	39502
	19902	0811F-02-043.000	HOLCOMB & RUSSELL PLLC	2218 17TH ST	GULFPORT	MS	39501
	20083	0811F-04-009.000	HUDSON JOSEPH P	P O BOX 908	GULFPORT	MS	39502
N	20084	0811F-04-010.000	HUDSON JOSEPH P	P O BOX 908	GULFPORT	MS	39502
	20078	0811F-04-006.000	JONES DAVID W ATTY PLLC	1605 - 23RD AVE	GULFPORT	MS	39501
	20089	0811F-02-041.000	LOWRY DEVELOPMENT LLC	1620 23RD AVE	GULFPORT	MS	39501
	93630	0811F-02-041.001	M C I COMMUNICATIONS	1133 19TH ST NW	WASHINGTON	DC	20036
	20086	0811F-04-012.000	MCKENZIE PROPERTY INTERESTS LLC	1314 JACKSON AVE	NEW ORLEANS	LA	70130
N	20088	0811F-02-040.000	MISS POWER CO				0
	20074	0811F-04-002.000	PILCHER MS LLC	P O BOX 2130	BAY ST LOUIS	MS	39521
	19904	0811F-02-046.000	PRESTIA MICHAEL G	P O BOX 1928	GULFPORT	MS	39502
	90790	0811F-02-047.000	PYRAMID INDUSTRIES INC	1720 23RD AVE	GULFPORT	MS	39501
	90793	0811F-04-008.000	SIXTEEN HUNDRED CORP	P O BOX 908	GULFPORT	MS	39501
	19899	0811F-02-039.000	SOUTHERN BELL TEL & TEL CO	1155 PEACHTREE ST NE	ATLANTA	GA	30367
	20076	0811F-04-004.000	SWITZER KEITH	4464 KENDALL CIRCLE	GULFPORT	MS	39507
	20077	0811F-04-005.000	TWENTY-THIRD AVE PLAZA INC	P O BOX 88	GULFPORT	MS	39501
	20085	0811F-04-011.000	WESSLER WILLIAM P & NANCY S	45 SHORELINE LANE	GULFPORT	MS	39503

RE: Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02-041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, February 24, 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 Planning Commission for **Thursday, February 24, 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.

THANK YOU for your legal submission!

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

ORDER DETAILS**Order Number:**

IPL0059223

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.04

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL00592230**ACCOUNT INFORMATION**

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

February 3, 2022 1:39:00 PM EST

Amount:

32.04

SCHEDULE FOR AD NUMBER IPL00592230

February 9, 2022

SunHerald (Biloxi)

**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, February 24, 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.

Zoning Map Amendment 2202PC021, by agent Lady D Mejia, tax parcel 1010M-03-012.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1045 Township Rd, Ward 2

Zoning Map Amendment 2202PC027, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 & 1010F-01-020.000, Rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 1458 Magnolia St., Ward 4.

Planning Commission Approval 2202PC028, by agent Eley Guild Hardy Architects, tax parcels 1010F-01-021.000 and 1010F-01-020.000, Requests a marina use, 1458 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2202SE029, by owner REM Mississippi, tax parcel 0811F-02- 041.000, Request an adult daycare use, 1620 23rd Ave, Zone T4+ (General Urban Zone "Plus"), Ward 3

This the 2nd day of January 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: Resubdivision 2201PC001:
(Tabled from January 27, 2022 meeting)

Resubdivision 2201PC001, by owner Julia Nieto-Gomez, tax parcel 1008D-01-011.000, Divide into two new parcels, 12225 Arrowhead Dr, Zoned R-E (Residence estate), Ward 6

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2201PC001

Hearing Date: February 24, 2022

Current Zoning/Use: R-E / Single Family Home

Legal: Resubdivision 2201PC001, by owner Julia Nieto-Gomez, tax parcel 1008D-01-011.000, Divide into two new parcels, 12225 Arrowhead Dr, Zoned R-E (Residence estate), Ward 6

TECHNICAL DETAILS

The applicant requests to divide a parcel that is approximately 2.21 acres into two new parcels. There is currently a single-family home under construction on the existing parcel. As proposed, (Parcel 1) will contain the single-family home, (Parcel 2) will remain vacant, and it has not been indicated by the applicant any use for Parcel 2.

As proposed, the properties will exceed the one-acre requirement of the zoning district as well as other basic property division standards. It should be noted that the existing home does not meet the required setbacks. Upon staff review, the permitted structure does not reflect the setbacks approved during the residential plan review process.

The Gulfport Subdivision Regulations require that:

1. Each new parcel created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants, if any;
2. Each new parcel created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new parcel created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

In review of this application and documents submitted by the applicant, the Resubdivision meets the city requirements; however, the structure under construction does not meet Plan specifications. A variance is needed to deviate from front setback requirements. The Resubdivision should be denied until a variance application is filed.

Technical Report

Resubdivision

Any approval should consider these conditions:

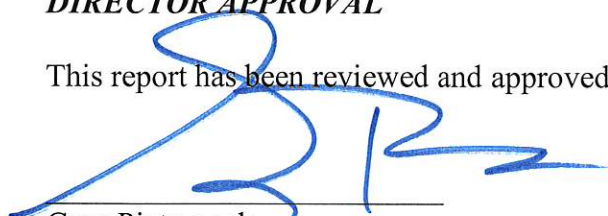
1. Each lot to have separate water and sewer services.
2. Variance required before this application is forwarded to City Council for final approval.
3. Must meet all current building codes and all other City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No comments as of 2/16/2022.
<u>Public Works:</u>	No comments as of 2/16/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 2/4/2022.
<u>Building Code Services:</u>	Must meet all current building codes and all other City of Gulfport Ordinances. Memo dated 2/4/2022.
<u>GIS:</u>	No comments as of 2/16/2022.
<u>Police Department:</u>	No comments as of 2/16/2022.
<u>Fire Department:</u>	No conditions. Memo dated 2/7/2022.
<u>City Arborist:</u>	No conditions. Memo dated 2/4/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2201PC001

Hearing Date: January 27, 2022

Current Zoning/Use: R-E / Single Family Home

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12.12

Technical Report

Resubdivision

Any approval should consider these conditions:

1. Each lot to have separate water and sewer services.
2. Variance required before this application is forwarded to City Council for final approval.

DEPARTMENTAL CONDITIONS

Engineering:

No comments as of 1/18/2022.

Public Works:

Each lot to have separate water and sewer services. Memo dated 1/13/2022.

Traffic and Safety:

No conditions. Memo dated 1/7/2022.

Building Code Services:

Must meet all current building codes and all other City of Gulfport Ordinances. Memo dated 1/7/2022.

GIS:

No conditions. Memo dated 1/11/2022.

Police Department:

No comments as of 1/18/2022.

Fire Department:

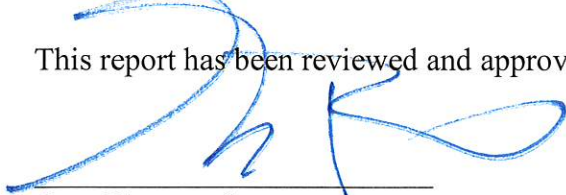
No conditions. Memo dated 1/7/2022.

City Arborist:

No conditions. Memo dated 1/7/2022.

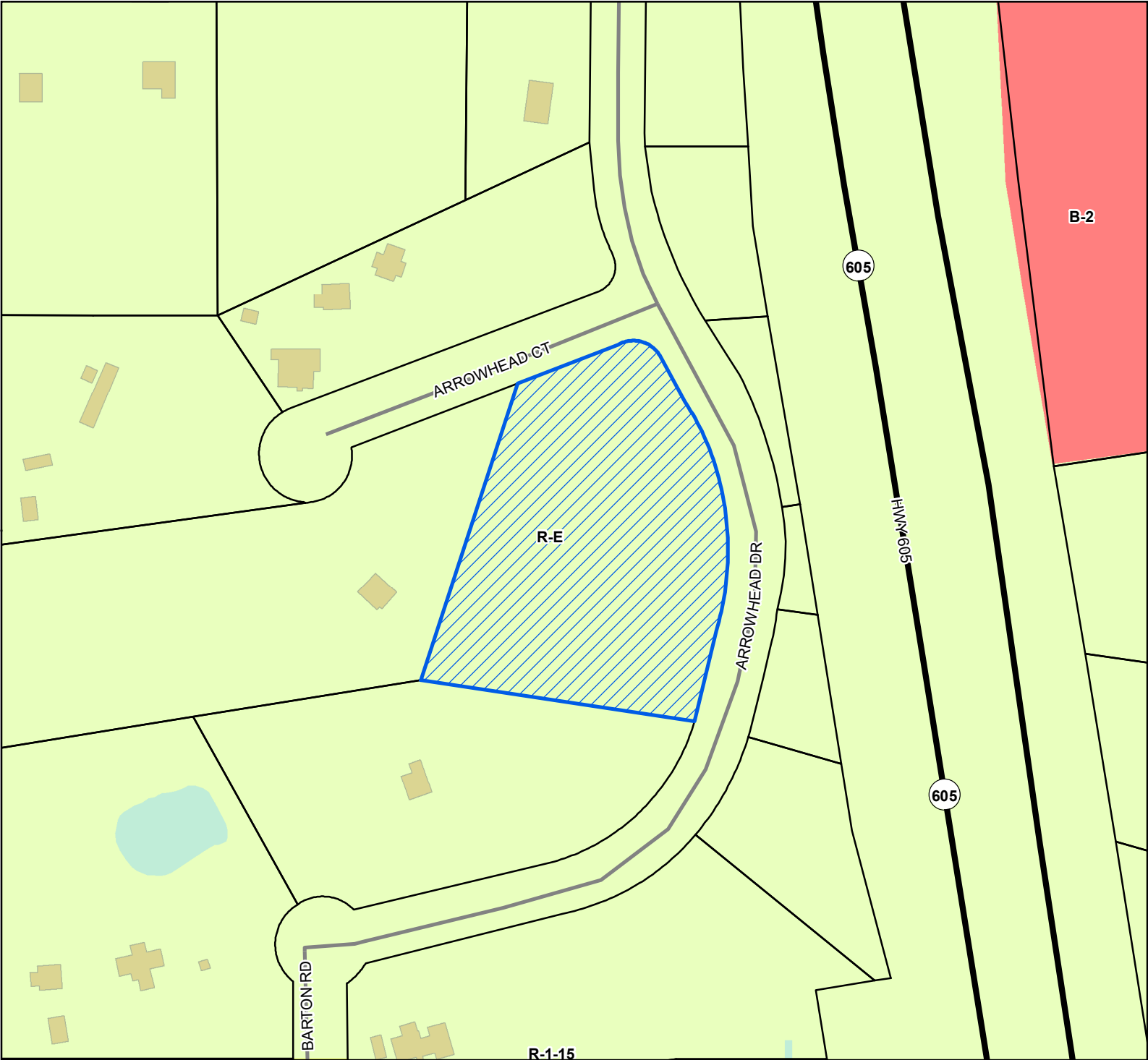
DIRECTOR APPROVAL

This report has been reviewed and approved by:



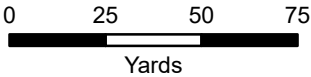
Greg Pietrangelo

Director of Urban Development Department



- Site
 - US or State Highway
 - Street
 - Parcels
 - Buildings
 - Water Features
- Zoning**
- B-2 - General Business District
 - R-1-15 - Single Family Residence District (Low Density)
 - R-E - Residence-Estate

Site Information
 1008D-01-011.000
 Zoning: R-E (Residence Estate Suburban District)
 Size: 2.21 acres
 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.

\$185.00



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	0	8	D	-	0	1	-	0	1	1	●	0	0	0
					-			-				●			
					-			-				●			

For Staff Use Only

Case Number: 2201PC001Date Received: 11/4/21

Receipt Number: _____

Received By: D²Zoning: R-EWard: 6 Flood: XSize: 2.21 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 12225 ARROWHEAD DRIVELot(s) 11, Block(s) N/A, Subdivision Indian Oaks SubdivisionGeneral Location: South of Arrowhead Court and West of Arrowhead Drive

GENERAL DESCRIPTION OF REQUEST:

To Create two lots out of Lot 11, Indian Oaks Subdivision

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

Julia M Nieto Gomez

Printed Name of Owner

16057 Bill Bond Rd.

Mailing Address

Saucier MS 39574

City

State

Zip code

601 716 7147 228 348 7753

Home Phone

Work/Cell Phone

Julynieto8a@hotmail.com

Email

Julia Nieto

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.

AFFIDAVIT OF: JULIA M. NIETO-GOMEZ:

Julia M. Nieto-Gomez, is the property owner of 12225 Arrowhead Drive, City of Gulfport, MS. Said parcel is 2.20 acres located south of Arrowhead Court and west of Arrowhead Drive, situated within Indian Oaks Subdivision, which is situated within 1008D-01-011.000.

Property owner, Julia M. Nieto-Gomez, states that there are no restrictive covenants on said parcel of land described hereon, and that the matters stated hereon are true to the best of his knowledge and belief.

Julia M. Nieto-Gomez

Julia Nieto
PRINT

Julia Nieto
SIGN

WITNESSED

Linnette M. Sánchez
PRINT

Linnette M. Sánchez
SIGN

State of MS County of Harrison
Subscribed and sworn to (or affirmed) before me on this
3rd day of November, 20 21 by
DL# 0805327191 proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature [Signature]



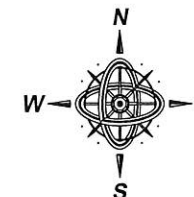


**EXISTING CONFIGURATION
OF LOT 11, INDIAN OAKS
SUBDIVISION, CITY OF GULFPORT,
HARRISON COUNTY, MISSISSIPPI**

**BEARING REFERENCE: GEODETIC
NORTH BY GPS OBSERVATION
(NAD83; CORS96)**

**FLOOD
ZONE NOTE:**

THIS PROPERTY IS LOCATED IN
F.I.R.M. ZONE "X" ACCORDING TO
MAP NUMBER 28047C0260H,
DATED DECEMBER 21, 2017.



SCALE
1" = 80'

**ABBREVIATION
LEGEND:**

P = PLATTED DIMENSION
PS = PRIOR SURVEY
S.F.R. = SINGLE FAMILY RESIDENCE
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT

LEGEND:

⊗ --- IRON ROD FOUND
● --- IRON PIPE FOUND
○ --- IRON ROD SET

**REFERENCE
MATERIALS:**

- 1.) HARRISON COUNTY TAX AND GIS MAPS.
- 2.) RECORDED SUBDIVISION PLAT OF INDIAN OAKS
SUBDIVISION, PLAT BOOK 33, PAGE 24.
- 3.) DEED INSTRUMENT 2008-3062-D-J1
- 4.) DEED INSTRUMENT 2016-2241-D-J1
- 5.) DEED INSTRUMENT 2003-8565-D-J1
- 6.) CITY OF GULFPORT ONLINE ATLAS.



**CAP
DETAIL:**



DETAIL OF TYPICAL
CAP FOR 1/2"x18"
REBAR SET BY
PATRICK M.
MARTINO, P.L.S.

**A RESUBDIVISION OF LOT 11,
INDIAN OAKS SUBDIVISION, CITY
OF GULFPORT, HARRISON
COUNTY, MISSISSIPPI**

SHEET 1 OF 4

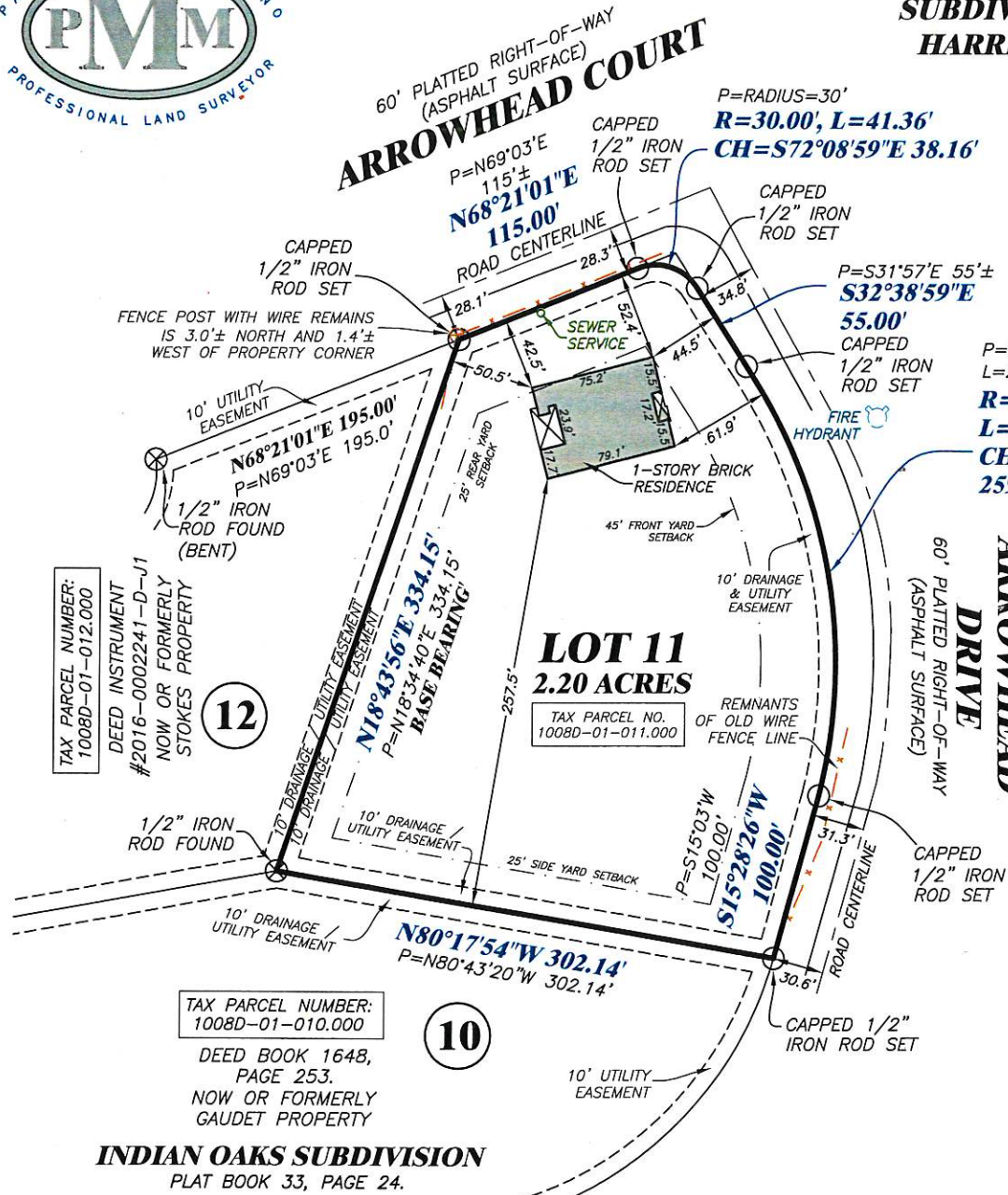
PATRICK M. MARTINO, PLS

13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE/FAX: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



CLIENT:
**JULIA M.
NIETO-GOMEZ**

FIELD WORK BY: JS, WMG
DRAWN BY: JAG
DRAWING #P21766
DATE: 10/15/2021

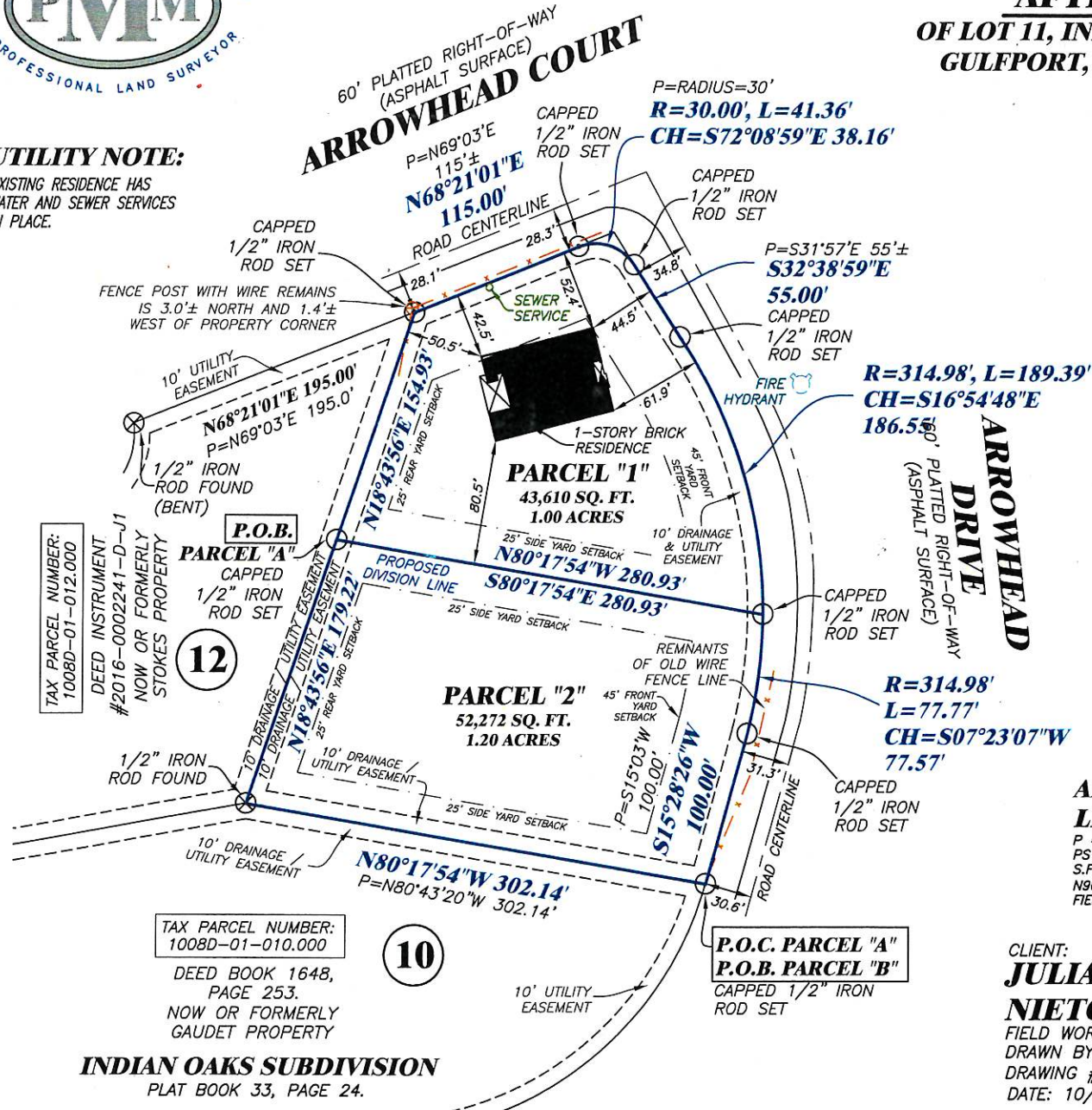


INDIAN OAKS SUBDIVISION
PLAT BOOK 33, PAGE 24.



UTILITY NOTE:

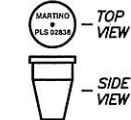
EXISTING RESIDENCE HAS
WATER AND SEWER SERVICES
IN PLACE.



PROPOSED CONFIGURATION AFTER RESUBDIVISION OF LOT 11, INDIAN OAKS SUBDIVISION, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPI

BEARING
REFERENCE:
GEODETIC
NORTH BY
GPS
OBSERVATION
(NAD83; CORS96)

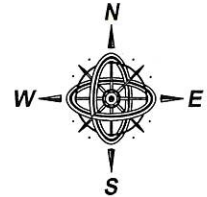
CAP DETAIL:



DETAIL OF TYPICAL
CAP FOR 1/2"x18"
REBAR SET BY
PATRICK M.
MARTINO, P.L.S.

FLOOD ZONE NOTE:

THIS PROPERTY IS LOCATED IN
F.I.R.M. ZONE "X" ACCORDING TO
MAP NUMBER 28047C0260H,
DATED DECEMBER 21, 2017.



LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET

SCALE
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REFERENCE MATERIALS:

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- 2.) RECORDED SUBDIVISION PLAT OF INDIAN OAKS
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- 5.) DEED INSTRUMENT 2003-8565-D-J1
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S.F.R. = SINGLE FAMILY RESIDENCE
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT

A RESUBDIVISION OF LOT 11,
INDIAN OAKS SUBDIVISION, CITY
OF GULFPORT, HARRISON
COUNTY, MISSISSIPI

SHEET 2 OF 4

CLIENT:
**JULIA M.
NIETO-GOMEZ**
FIELD WORK BY: JS, WMG
DRAWN BY: JAG
DRAWING #P21766
DATE: 10/15/2021

PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPI 39532
PHONE/FAX: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



INDIAN OAKS SUBDIVISION
PLAT BOOK 33, PAGE 24.

DEED DESCRIPTION
PRIOR TO RESUBDIVISION

DEED DESCRIPTION:

(DEED INSTRUMENT #2020-0004530-D-J1)

LOT ELEVEN (11) INDIAN OAKS SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK 33 AT PAGE 24 THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS PART OF THIS DESCRIPTION.

GENERAL NOTES:

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

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

BOUNDARY NOTE:

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



LEGAL DESCRIPTIONS OF PARCELS
CREATED BY THIS RESUBDIVISION

PROPOSED PARCEL "1"

LEGAL DESCRIPTION: (AS PER SURVEY DIMENSIONS)

A PORTION OF LOT 11, INDIAN OAKS SUBDIVISION, BEING RECORDED IN PLAT BOOK 33 AT PAGE 24 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE SURVEY PERFORMED BY PATRICK MARTINO PLS INC. DATED OCTOBER 15TH, 2021, GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION (NAD83; CORS96) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 10, INDIAN OAKS SUBDIVISION, BEING RECORDED IN PLAT BOOK 33 AT PAGE 24 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE ALONG THE NORTH LINE OF SAID LOT 10, N80°17'54"W 302.14 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, N18°43'56"E 179.22 FEET TO A CAPPED 1/2" IRON ROD SET AT THE POINT OF BEGINNING; THENCE CONTINUE N18°43'56"E 154.93 FEET TO A CAPPED 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF SAID LOT 12, SAID POINT LYING ON THE SOUTH MARGIN OF ARROWHEAD COURT; THENCE ALONG SAID SOUTH MARGIN, N68°21'01"E 115.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 41.36 FEET, AND A CHORD BEARING AND DISTANCE OF S72°08'59"E 38.16 FEET TO A CAPPED 1/2" IRON ROD SET; SAID POINT LYING ON SAID WEST MARGIN OF ARROWHEAD DRIVE; THENCE ALONG SAID WEST MARGIN, S32°38'59"E 55.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID WEST MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 314.98 FEET, AN ARC LENGTH OF 189.39 FEET, AND A CHORD BEARING AND DISTANCE OF S16°54'48"E 186.55 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE LEAVING SAID WEST MARGIN, N80°17'54"W 280.93 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRES MORE OR LESS. ALL CAPPED 1/2" IRON RODS SET ARE STAMPED "MARTINO PLS 02838" (TYPICAL).

PROPOSED PARCEL "2"

LEGAL DESCRIPTION: (AS PER SURVEY DIMENSIONS)

A PORTION OF LOT 11, INDIAN OAKS SUBDIVISION, BEING RECORDED IN PLAT BOOK 33 AT PAGE 24 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE SURVEY PERFORMED BY PATRICK MARTINO PLS INC. DATED OCTOBER 15TH, 2021, GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION (NAD83; CORS96) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 10, INDIAN OAKS SUBDIVISION, BEING RECORDED IN PLAT BOOK 33 AT PAGE 24 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; THENCE ALONG THE NORTH LINE OF SAID LOT 10, N80°17'54"W 302.14 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 12; THENCE ALONG THE EAST LINE OF SAID LOT 12, N18°43'56"E 179.22 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE S80°17'54"E 280.93 FEET TO A CAPPED 1/2" IRON ROD SET ON SAID WEST MARGIN OF ARROWHEAD DRIVE; THENCE ALONG SAID WEST MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 314.95 FEET, AN ARC LENGTH OF 77.77 FEET, AND A CHORD BEARING AND DISTANCE OF S07°23'07"W 77.57 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID WEST MARGIN, S15°28'26"W 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.20 ACRES MORE OR LESS. ALL CAPPED 1/2" IRON RODS SET ARE STAMPED "MARTINO PLS 02838" (TYPICAL).



SHEET 3 OF 4

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0260H, DATED DECEMBER 21, 2017.

CLIENT:
JULIA M. NIETO-GOMEZ

SURVEY CLASS "B"
SCALE: 1" = 80'

BEARINGS SHOWN HEREON ARE DERIVED BY:
GEODETIC NORTH BY GPS OBSERVATION

PARCEL 12225 ARROWHEAD DR.
ADDRESS: GULFPORT, MS 39503

SUBD: INDIAN OAKS SUBDIVISION
PARCEL NUMBER: 10080-01-011.000

CREW CHIEF: JS DRAWN BY: JAG

DATE: 10/15/2021 JOB#: P21766

REVISED: CRD#: P20590



PATRICK M. MARTINO, PLS

13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE/FAX: 228-396-2283

EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

THIS IS TO CERTIFY JULIA M. NIETO-GOMEZ, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT AND THAT SAID OWNER HEREBY DEDICATE THE RIGHT-OF-WAY AND UTILITIES AND UNTO THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS DAY OF , 20.

BY: JULIA M. NIETO-GOMEZ

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

RATIFIED AND APPROVED BY:

(Owner's Signature) (Print Owner's Name)

THIS DAY OF , 20.

ACKNOWLEDGE

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF , COUNTY OF , PERSONALLY APPEARED THE AFORENAMED , WHO ACKNOWLEDGED THAT THEY ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC MY COMMISSION EXPIRES:

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 1008D-01-011.000, LYING WITHIN INDIAN OAKS SUBDIVISION (PLAT BOOK 33, PAGE 24, SITUATED WITHIN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, TOGETHER BEING A 2.20 ACRE± PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING BOUNDED ON THE EAST BY ARROWHEAD DRIVE, BOUNDED ON THE NORTH BY ARROWHEAD COURT, BOUNDED ON THE WEST BY THE PROPERTY OF STOKES, AND BOUNDED ON THE SOUTH BY THE PROPERTY OF GAUDET, THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS (ARE)

THE CASE FILE NUMBER IS

PLANNING COMMISSION

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

BY: GREG HOLMES THE CITY OF GULFPORT'S PLANNING DIVISION ADMINISTRATOR

DATED:

BY: KEITH WILLIAMS THE CITY OF GULFPORT'S PLANNING COMMISSION CHAIRMAN

DATED:

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE DAY OF , 20.

ATTEST:

BRITTANY RODGERS THE CITY OF GULFPORT'S CLERK OF COUNCIL

F.B. "RUSTY" WALKER, IV THE CITY OF GULFPORT'S COUNCIL PRESIDENT

CERTIFICATE OF APPROVAL BY MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS DAY OF , 20.

WILLIAM G. HEWES III, MAYOR

SURVEYOR'S CERTIFICATE

I, PATRICK M. MARTINO, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE AND SEAL THIS 15TH DAY OF OCTOBER, 2021.

PATRICK M. MARTINO, P.L.S. #02838

SHEET 4 OF 4

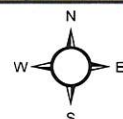


THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.		THIS PROPERTY IS LOCATED IN F.L.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0260H, DATED DECEMBER 21, 2017.	
CLIENT: JULIA M. NIETO-GOMEZ	SURVEY CLASS "B" SCALE: 1" = 80'	BEARINGS SHOWN HEREON ARE DERIVED BY: GEODETIC NORTH BY GPS OBSERVATION	
PARCEL: 12225 ARROWHEAD DR. ADDRESS: GULFPORT, MS 39503		PATRICK M. MARTINO, PLS	
SUBD: INDIAN OAKS SUBDIVISION		13010 KAYLEIGH COVE	
PARCEL NUMBER: 1008D-01-011.000		BILOXI, MISSISSIPPI 39532	
CREW CHIEF: JS		PHONE/FAX: 228-396-2283	
DATE: 10/15/2021	DRAWN BY: JAG	EMAIL: PATRICK@MARTINOSURVEYING.COM	
REVISED:	JOB#: P21766	PROFESSIONAL LAND SURVEYOR	
	CRD#: P20590		



Area Map

Printed 10/26/2021



1 inch = 111 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 represent 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



J. Jordan 1st Judicial District
Instrument 2020 4530 D -- J1
Filed/Recorded 5/ 4/2020 03:00 P
Total Fees \$ 26.00
2 Pages Recorded

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

File#200879

Indexing Instructions:
Lot 11, Indian Oaks S/D, Harrison
County, 1st JD, MS

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

WARRANTY DEED

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

**SHARON F. AGREGAARD, an unmarried woman
51 TAMCHELLE ROAD
LUMBERTON, MS 39455
(228) 697-4027**

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

**JULIA M. NIETO-GOMEZ, an unmarried woman
16057 BILL BOND ROAD
SAUCIER, MS 39574
(601) 716-7147**

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

Lot Eleven (11), INDIAN OAKS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 33 at Page 24 thereof, reference to which is hereby made in aid of and as a part of this description.

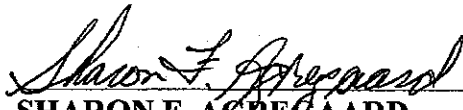
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to

be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

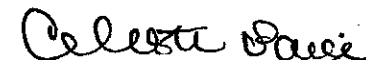
WITNESS THE SIGNATURE of the Grantor on this the 4th day of May, 2020.


SHARON F. AGREGAARD

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **SHARON F. AGREGAARD**, an **unmarried woman**, who acknowledged that she signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

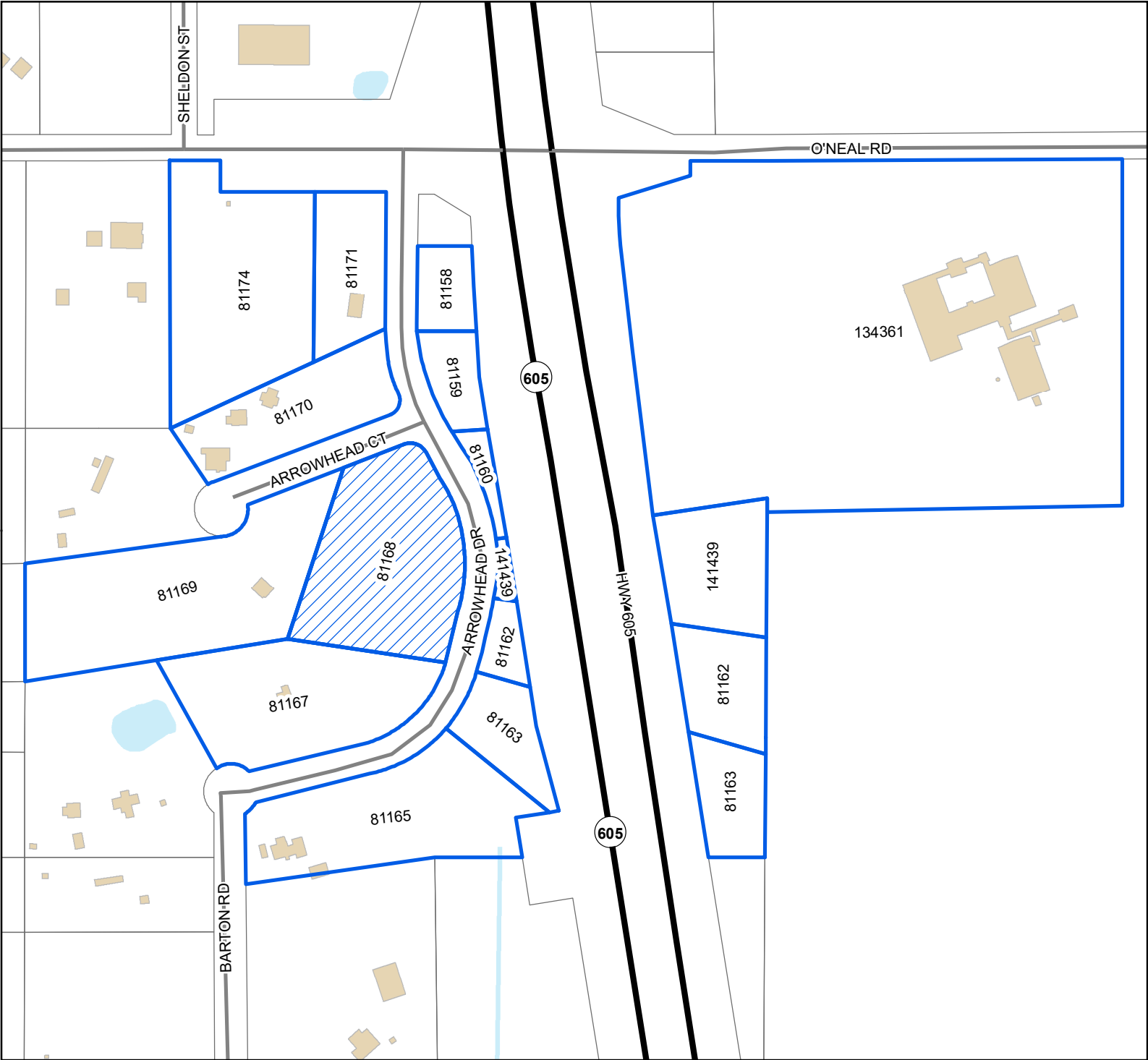
GIVEN under my hand and official seal on this the 4th day of May, 2020.


NOTARY PUBLIC

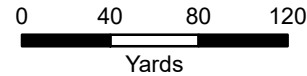
(SEAL)

My Commission Expires:





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



1 inch = 260 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
	81168	1008D-01-011.001	JULIA NIETO GOMEZ (OWNER)	16057 BILL BOND RD	SAUCIER	MS	39574
N	81168	1008D-01-011.000	GOMEZ JULIA M NIETO	16057 BILL BOND ROAD	SAUCIER	MS	39574
N			Adjacent Property Owners				
	81174	1008D-01-017.000	CURTIS WANDA L	PO BOX 10600	GULFPORT	MS	39505
	81170	1008D-01-014.000	CWENAR MICHELE T &	11360 ARROWHEAD COURT	GULFPORT	MS	39503
	134361	1008C-01-001.001	FIRST PRESBYTERIAN CHURCH OF GPT	PO BOX 6012	GULFPORT	MS	39506
	81167	1008D-01-010.000	GAUDET RON	14125 ONEAL RD	GULFPORT	MS	39503
	81163	1008D-01-007.000	MISS TRANSPORTATION COMMISSION	P O BOX 1850	JACKSON	MS	39215
N	141439	1008D-01-007.001	MISS TRANSPORTATION COMMISSION	P O BOX 1850	JACKSON	MS	39215
	81162	1008D-01-006.000	PARISH SHANNON	111 1/2 SOUTH 4TH STREET	KINGMAN	AZ	86401
	81165	1008D-01-008.000	RODOLFICH NICHOLAS K	12160 ARROWHEAD DR	GULFPORT	MS	39503
	81169	1008D-01-012.000	STOKES JAMES M	140 BAYOU CIRCLE	GULFPORT	MS	39507
	81171	1008D-01-015.000	TORJUSSEN JONATHAN TOBIAS & WANDA	21538 D'HERDE RD	GULFPORT	MS	39503
	81158	1008D-01-002.000	VERTUDAZO ANTONIO S & VIRGINIA M H	PO BOX 4463	BILOXI	MS	39535
N	81159	1008D-01-003.000	VERTUDAZO ANTONIO S & VIRGINIA M H	PO BOX 4463	BILOXI	MS	39535
N	81160	1008D-01-004.000	VERTUDAZO ANTONIO S & VIRGINIA M H	PO BOX 4463	BILOXI	MS	39535

RE: Resubdivision 2201PC001, by owner Julia Nieto-Gomez, tax parcel 1008D-01-011.000, Divide into two new parcels, 12225 Arrowhead Dr, Zoned R-E (Residence estate), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, January 27, 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 Planning Commission for **Thursday, January 27, 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.

THANK YOU for your legal submission!

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

ORDER DETAILS**Order Number:****IPL0055559****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

61.80

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

January 6, 2022 12:43:01 PM EST

Amount:

61.80

SCHEDULE FOR AD NUMBER IPL00555590

January 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00555590**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM, Thursday, January 27, 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.

Resubdivision 2201PC001, by owner Julia Nieto-Gomez, tax parcel 1008D-01-011.000, Divide into two new parcels, 12225 Arrowhead Dr, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2201PC003, by owner Craig T Brennan, tax parcel 0708P-01-002.000 & 0708P-01-001.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General Business), 11271 & 11281 Old Hwy 49, Ward 7

Zoning Map Amendment 2201PC005, by agent Heinrich & Associates, tax parcel 0911B-02-022.000, Requests to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), E Beach Blvd, Ward 2

Planning Commission Approval 2201PC006, by owner Cecil E. Borzik, tax parcel 0907I-03-055.000, Request mobile home use, George Ave, Zoned R-1-5 (Single-family), Ward 6

Zoning Map Amendment 2201PC009, by owners Brian and Roberta McGinley, tax parcels 0707H-01-012.000 and 0707H-01-013.000, Request to rezone from B-4 (Highway business) to R-1-15 (Single-family), 16119 S Swan Rd, Ward 7

Resubdivision 2201PC010, by owner Quail Creek Properties, tax parcels 0907K-01-004.084, 0907K-01-004.085, 0907K-01-004.086, 0907K-01-004.087, 0907K-01-004.088, & 0907K-01-004.089, Divide into 6 new parcels, Laurel Oaks Ln, Zoned R-4 (General Residence), Ward 6

Zoning Map Amendment 2201PC013, by agent Brown, Mitchell & Alexander, Inc., tax parcel 0908C-01-001.000, Request to rezone from R-1-15, R-1-10, and R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"), Preservation Dr, Ward 6

Zoning Map Amendment 2201PC014, by The Huckabee Company of South Mississippi LLC, tax parcel 0907N-01-002.000 & 0907M-01-003.000, Requests to rezone from R-1-15 (Single-family) to R-1-7.5 (Single-family), 13184 Hollman Rd, Zoned R-1-15 (Single-family), Ward 6

Resubdivision 2201PC015, by owner Warren H. Dedeaux, tax parcel 0909I-02-010.000, Divide into two new parcels, Evans Rd, Zoned R-1-7.5 (Single-family), Ward 4

Zoning Map Amendment 2201PC017, by agent Heinrich & Associates, tax parcel 0911B-02-051.000, Request to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 164 E Beach Blvd, Ward 2

Planning Commission Approval 2112PC188, by owner Clentiss R. Bridges Sr., tax parcel 0808H-02-088.070, Request home occupation of event planner administration office use, 12035 Carnegie Ave, Zoned R-1-7.5 (Single-family), Ward 6

Final Plat 2110PC169, by agent Heinrich & Associates, LLC, tax parcel 0911B-02-051.000, Approval of Final Plat for a 15-lot townhome development (Courtyards At The Courthouse Pier), Single-family and Multi-family development, Arkansas Ave, Zoned T5 (Urban Center Zone), Ward 2

This the 6th day of January 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: February 24, 2022

Re: Other Business