

AGENDA
ZONING BOARD OF ADJUSTMENT AND APPEALS
CITY HALL COUNCIL CHAMBERS
THURSDAY, JULY 21, 2022 AT 3:00 PM

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

F1. Zoning Board Meeting - June 16, 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 Zoning Board of Adjustment and Appeals may, within fifteen (15) days thereafter appeal there from to the mayor and City Council by filing with the Planning Division a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Zoning Board shall cause a transcript of the proceedings in the case to be certified to the mayor and City Council, and the matter will be heard on said transcripts. The filing fee for an appeal, is based on the actual cost of the required official transcript and any related miscellaneous charges. Any appeal shall be in writing and submitted to the Department of Urban Development-Planning Division stating what decision is being appealed and detailing how you are aggrieved.

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

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

G3. Routine Agenda

1. Variance 2207ZB124:

Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

2. Variance 2207ZB134:

Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

3. Variance 2207ZB136:

Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

4. Variance 2207ZB137:

Variance 2207ZB137, by agent Ben Sellers, tax parcel 0911A-02-101.000, Variance for parking size and location, parking in front of the structure, 400 Beach Dr, Zoned T5 (Urban Center Zone), Ward 2

H. Adjournment

MINUTES

ZONING BOARD OF ADJUSTMENT AND APPEALS MEETING

Thursday, June 16, 2022 3:00 P.M.

GULFPORT CITY COUNCIL CHAMBERS

- A. **Prayer**: The Zoning Board led a prayer.
- B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.
- C. **Call to Order**: The meeting of the Planning Commission was called to order at **3:00pm**.
- D. **Determination of a Quorum**: A Roll Call was conducted and a quorum was determined.

BOARD MEMBERS PRESENT:

MARY ANN WIGINTON
NATHAN BODDIE
JONATHAN MARSHALL
MICHAEL DANIELS
LESLIE NORTH

BOARD MEMBERS ABSENT:

LEE PALERMO
ROBERT PHARR

STAFF MEMBERS PRESENT

MATILDA WELCH
SULIN BOLIN
DERICK DUCKWORTH

COURT REPORTER:

NORMA SOROE

E. Confirmation of Agenda:

F. Approval of Minutes:

Motion by **Mr. Marshall** and seconded by **Mr. Daniels** to approve Minutes of the **May 19, 2022**, Zoning Board meeting was carried unanimously.

G. Hearing of cases:

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

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

G3. Routine Agenda:

1. **Variance 2206ZB106**:

Variance 2206ZB106, by owner Dwane Babin, tax parcel 0911F-01-026.000, Variance for gravel parking, 1532 Hewes Ave, Zoned R-1-7.5 (Single-family), Ward 2

Speaking for the Petition: Dwane Babin

Speaking against the Petition: None

Motion: Mrs. Wiginton – To approve applicant request with conditions.

Second: Mr. Marshall

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

Action: Motion carried unanimously.

2. Variance 2206ZB113:

Variance 2206ZB113, by owner Darren E White, tax parcel 0708B-02-010.000, Variance for fence height, 16336 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Speaking for the Petition: Darren E. White, Angelique White

Speaking against the Petition: None

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

Second: Mrs. Wiginton

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

Action: Motion carried unanimously.

3. Variance 2206ZB114:

Variance 2206ZB114, by owner Perlan Harrington, tax parcel 0811G-02-015.000 & 0811G-02-015.001, Variance for setbacks, 0 Thorton Ave, Zoned R-2 (Single-family), Ward 2

Speaking for the Petition: Perlan Harrington, Kenny McNanair

Speaking against the Petition: None

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

Second: Mr. Marshall

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

Jonathan Marshall - Yea

Action: Motion carried unanimously.

4. Variance 2206ZB116:

Variance 2206ZB116, by agent Peter A Lenes, tax parcel 0811K-03-001.000, Variances for accessory structure quantity & size, 2301 15th St, Zoned T5 (Urban Center Zone), Ward 2

Speaking for the Petition: Peter Lenes

Speaking against the Petition: None

Motion: Mrs. Wiginton – To approve applicant request.

Second: Mr. Boddie

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

Action: Motion carried unanimously.

5. Variance 2206ZB120:

Variance 2206ZB120, by agent Landon Parelli, tax parcel 0707P-01-019.000, Variances for accessory structure size, quantity, & setbacks, 13183 John Clark Rd, Zoned R-1-15 (Single-family), Ward 7

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mr. Marshall – Tabled due to applicant not being present at meeting.

Second: Mr. Wiginton

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

Action: Motion carried unanimously.

**6. Variance 2205ZB092:
Tabled from May Meeting –**

Variance 2205ZB092, by agent Jesse Vincent, tax parcel 0910N-06-012.000, Variances for backing into the right-of-way & gravel parking, 410 32nd St, Zoned B-2 (General business), Ward 4

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mr. Marshall – To deny applicant request due to applicant not being present at meeting for the second time.

Second: Mr. Boddie

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

Action: Motion carried unanimously.

Adjournment:

Motion by **Mrs. Wiginton** to adjourn the meeting was seconded by **Mr. Daniels** and carried unanimously. The meeting adjourned **3:21pm.**

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

Nathan Boddie, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

Re: Public Declaration of Appeal Process of Chairman

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

Re: Variance 2207ZB124:

Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2207ZB124

Hearing Date: July 21, 2022

Current Zoning/Use: B-4 / Commercial Structures

Legal: Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

TECHNICAL DETAILS

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

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

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

Technical Report

VARIANCE

The applicant requests a variance in order to allow the construction of a new multi-story office building. In order to achieve this, the applicant requests a variance of 25 feet to allow a 25-foot front setback where 50 feet are required.

- (a) The applicant notes that the property is oddly shaped as a result of Mississippi Department of Transportation (MDOT) purchasing a substantial amount of the property from Life Storage, Inc. in efforts to replace the existing the US 49 bridge. At present, the existing commercial building meets setback requirements with the property's sizeable change in the front. The requirement for this section is how the land is unique compared to the other lands and buildings in the district. It is not unique as most of the neighboring properties meet the required front setback (see map).
- (b) In the application, the applicant cites that in it was necessary for MDOT to purchase a substantial amount of property to assemble a temporary bridge for a detour while construction is ongoing. The purchase and modification of the property is not the cause for the variance, the proposal of a new building by the applicant is the cause.
- (c) These variances are requested in order to allow the applicant to deviate front setback requirements. The circumstance of MDOT acquiring a portion of the property for the right-of-way bridge access resulted in losing a small portion of the existing parking area. A hardship of needing to deviate from the front setback requirement has not been provided in the applicant's statement. However, an ordinance change may offer a solution.
- (d) Repositioning and adjusting the square footage of the proposed building. This would set a precedence for the future development to deviate from meeting the require setbacks.
- (e) As proposed, this request would be a special privilege to the surrounding areas and could encourage future businesses to want to deviate from front setback requirements.
- (f) This property is zoned B-4, and a mini warehouse is a permitted use.

EXECUTIVE SUMMARY

The applicant has not satisfied the ordinance requirement by meeting the six conditions in order to grant variances. The proposed commercial building could be repositioned and/or the square footage reduced to comply with setback requirements; this request should be denied.

Any approval should consider these conditions:

- 1. Approval grants a variance of 25 feet to allow a 25-foot front setback where 50 feet are required.
- 2. As an S1 Storage Building, a NFPA 13 sprinkler system may be required. If so, the system shall be monitored. All other construction shall comply with the 2012 International Building Code.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 7/13/2022.

Public Works: No conditions. Memo dated 7/12/2022.

Technical Report

VARIANCE

Traffic and Safety:

No comments as of 7/13/2022.

Building Code Services:

As an S1 Storage Building, a NFPA 13 sprinkler system may be required. If so, the system shall be monitored. All other construction shall comply with the 2012 International Building Code. Memo dated 7/7/2022.

GIS:

No conditions. Memo dated 7/12/2022.

Police Department:

No conditions. Memo dated 7/7/2022.

Fire Department:

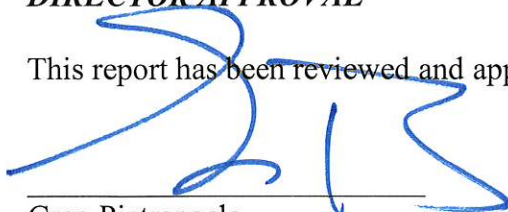
No conditions. Memo dated 7/8/2022.

City Arborist:

No conditions. Memo dated 7/11/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



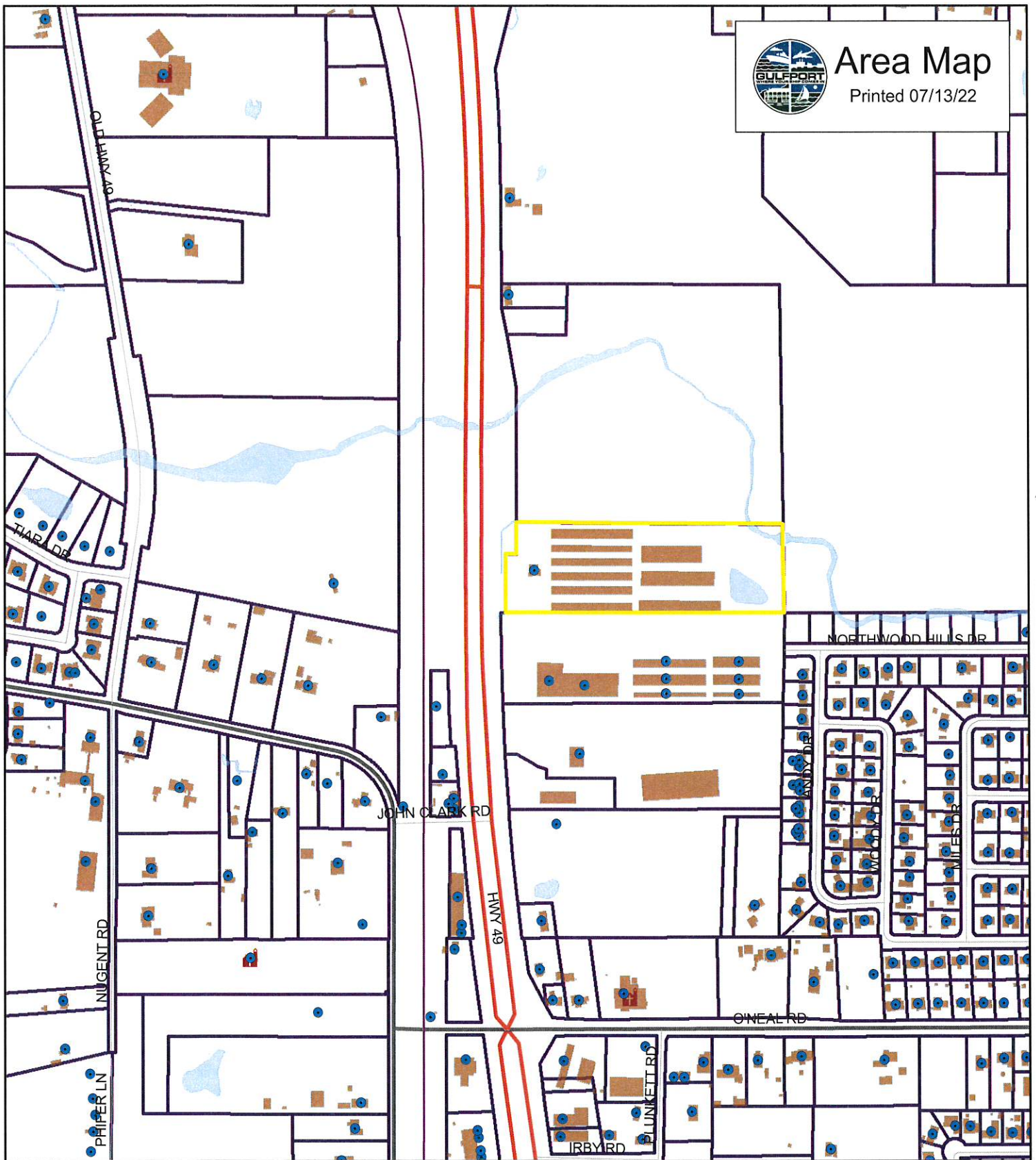
Greg Pietrangelo

Director of Urban Development Department

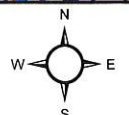


Area Map

Printed 07/13/22



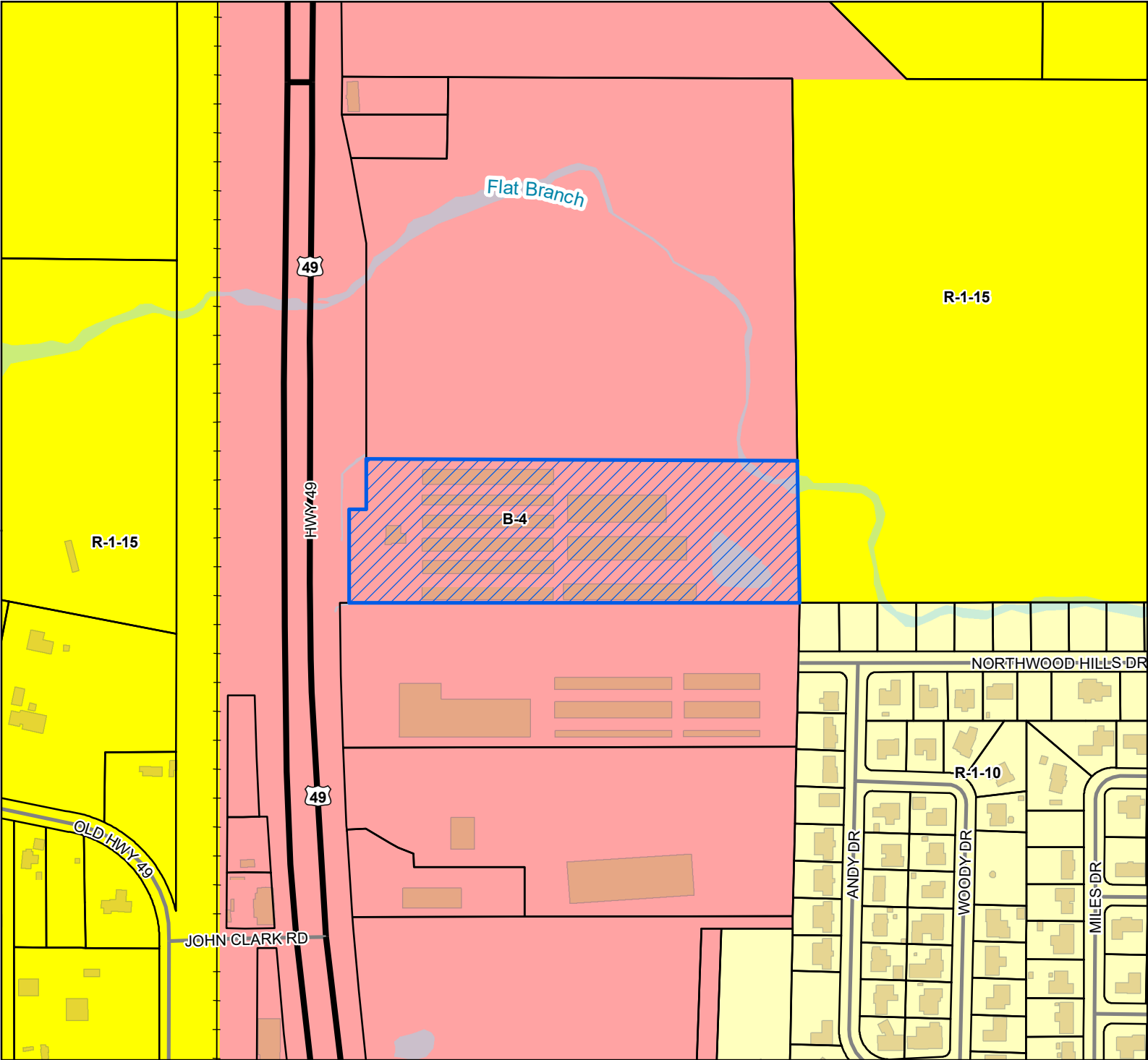
-  Subject Site
-  Addresspoints
-  Parcels



1 inch = 500 feet

DATA DISCLAIMER:

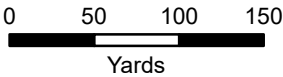
All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service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



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

- Zoning**
- B-4 - Highway Business District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)

Site Information
0807M-01-016.004
Zoning: B-4 (Highway business)
Size: 8.3 acres
Flood: X



1 inch = 340 feet



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



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

For Staff Use Only

Case File #: 2207PC124Date Received: 5/11/22

Receipt #: _____

Received By: LEZoning: B-4Ward: 7 Flood: XSize: 380,679 sqft.

(If necessary, use separate sheet of paper)

TAX PARCEL #

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					-			-				●			
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Address of Property Involved: 13130 HWY 49 GULFPORT, MS 39503Lot(s) N/A, Block(s) N/A, Subdivision N/AGeneral Location: 13130 HWY 49 GULFPORT, MS 39503**GENERAL DESCRIPTION OF REQUEST:**

PROPOSED DEMOLITION OF EXISTING OFFICE BUILDING AND CONSTRUCTION OF NEW MULTI STORY STORAGE/OFFICE BUILDING. REQUESTING A 25' FRONT SETBACK VARIANCE FOR APPROXIMATELY 149' OF THE PROPOSED BUILDING.

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

LIFE STORAGE, LP

Printed Name Of Owner
6467 MAIN STREET

Mailing Address

BUFFALO NY 14221

City State Zip code

716-633-1850

Home Phone Work/Cell Phone

Email

Andrew J. Nguyen
Signature Of Owner

AGENT

BROWN, MITCHELL & ALEXANDER, INC.

Printed Name Of Agent
401 COWAN ROAD SUITE A

Mailing Address

GULFPORT MS 39507

City State Zip code

228-864-7612 228-234-1238

Home Phone Work/Cell Phone

wyatt@bmaengineers.com

Email

Wyatt Bates
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.

F0012

2016269341

Fee: \$ 50



DELBERT HOSEMANN
Secretary of State

Business ID: 619033
Filed: 12/06/2016 10:34 AM
C. Delbert Hosemann, Jr.
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Articles/Certificate of Amendment

Business Details

Business ID: 619033

Business Name: SOVRAN ACQUISITION LIMITED
PARTNERSHIP

Current Business Name

Business Name: SOVRAN ACQUISITION LIMITED PARTNERSHIP

Amended Business Name

Business Name: Life Storage LP

Current Principal Office

Address: 5166 main st
williamsville, NY 14221

Amended Principal Office

Address: 6467 Main Street
Williamsville, NY 14221

Current Parties On Record

Name:
SOVRAN HOLDINGS, INC.
General Partner

Address:
5166 MAIN ST
WILLIAMSVILLE, NY 14221

Amended Parties On Record

Name:
Life Storage Holdings, Inc.
General Partner

Address:
6467 Main Street
WILLIAMSVILLE, NY 14221

Signature

By entering my name in the space provided, I certify that I am authorized to file this

document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **12/06/2016**.

Name:

Andrew Gregoire
General Partner

Address:

6467 Main Street
Williamsville, NY 14221



May 2, 2022

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

**RE: Planned Building Group and Variance Application
Life Storage, INC. (Tax Parcel: 0807M-01-016.004)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Life Storage, Inc, currently owns property, more specifically located at 13130 Hwy 49 Gulfport, MS 39503 (also being tax parcel: 0807M-01-016.004)

With this letter, Life Storage, Inc, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Planned Building Group and Variance approval with the City of Gulfport.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew J. Hargrave", written over a horizontal line.

Life Storage, LP
6467 Main Street
Buffalo, NY 14221

A handwritten signature in blue ink, written over a horizontal line.

NOTARY PUBLIC

ELLEN DIEZ
Notary Public - State of New York
No. 01DI6383341
Qualified in Erie County
My Commission Expires 11/13, 2022

In efforts to replace the existing US 49 bridge just north of the subject property, MDOT purchased a substantial amount of property from Life Storage, Inc. This purchase was necessary to construct a temporary bridge for detour while construction is ongoing. The property is now oddly shaped due to the ROW that was required by the MDOT project.

In efforts to replace the existing US 49 bridge just north of the subject property, MDOT purchased a substantial amount of property from Life Storage, Inc. This purchase was necessary to construct a temporary bridge for detour while construction is ongoing.

Most parcels in the B-4 zoning classification are regular shaped parcels. If MDOT did not require the above-mentioned ROW for bridge construction, a variance would not be needed for the proposed building.

The proposed building is a regular rectangular shape that is common in size for its use. The allowable width behind the setback would make the building unreasonable for both use and economic return.

The proposed variance will only allow the owner to build a building that would otherwise not need a variance if the ROW acquisition was not necessary for the MDOT bridge project. Use and size are both within the applicable zoning ordinances.

The proposed use is permissible by right.

New York
STATE OF MISSISSIPPI
Erie
COUNTY OF HARRISON

I, Andrew J. Gregoire, attest that there are no restrictive or prohibitive covenants prohibiting the request associated with Tax Parcel # 0807M-01-06.004.

Andrew J. Gregoire
LIFE STORAGE, LP

DATE: 5/2/22

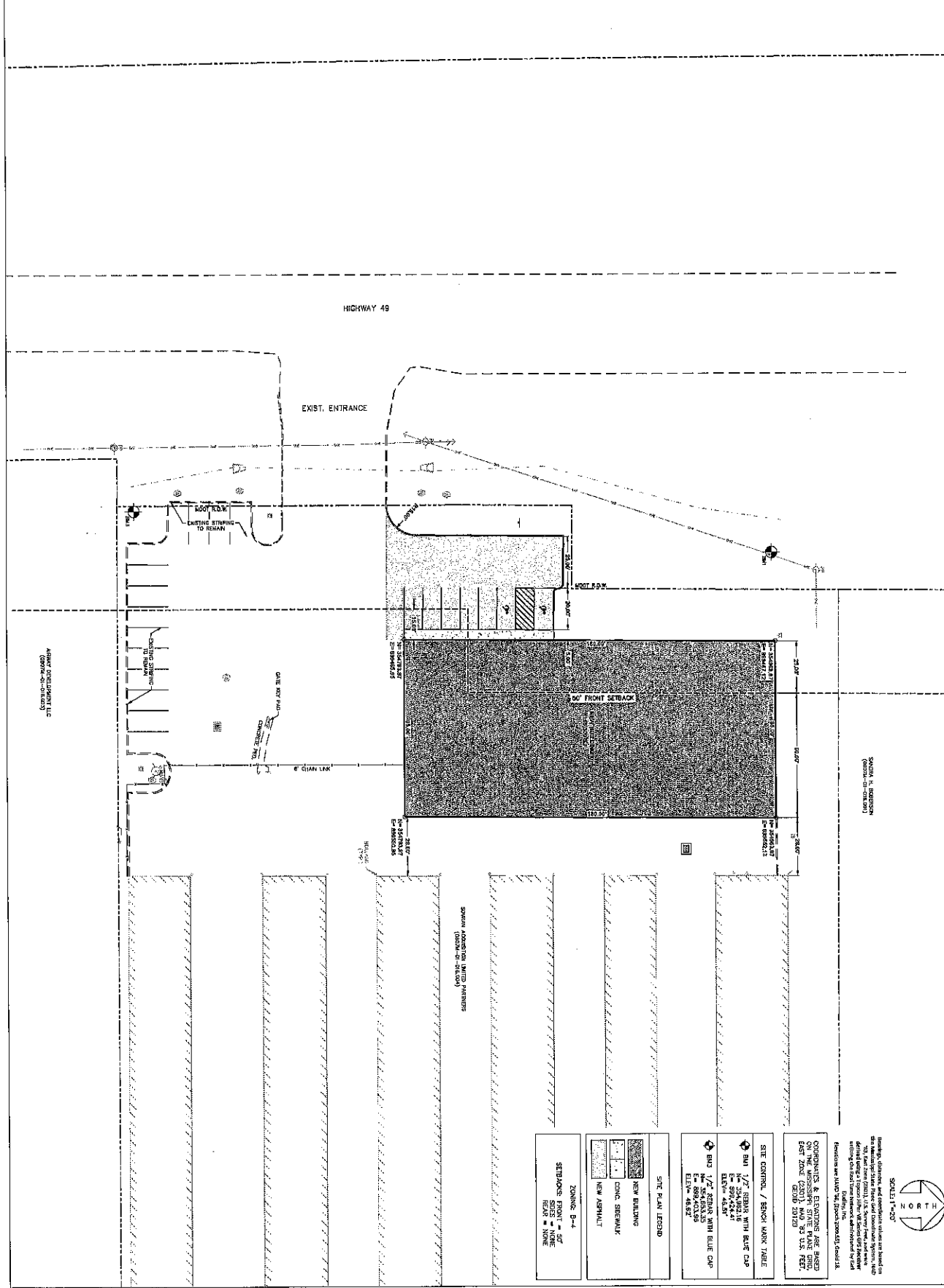
CFU
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 2nd day of May, 2022.


NOTARY PUBLIC

ELLEN DIEZ
Notary Public - State of New York
No. 01DI6383341
Qualified in Erie County
My Commission Expires 11/13, 2022

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



C-121

GULFPORT LIFE STORAGE #350

LIFE STORAGE

HARRISON COUNTY, MISSISSIPPI

SITE PLAN

PRELIMINARY

REV. DATE BY

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

www.bmaengineers.com

131 Elm Magnolia
Birmingham, AL 35203
(205) 954-7415

401 Gwyn Road
Suite A
Gulfport, MS 39507
(228) 864-7415

221 Model Street
Pascagoula, MS 39567
(228) 864-7415

Prepared by:
Paul B. Seeley
Lanier Ford Shaver & Payne P.C.
200 West Side Square, Suite 5000
Huntsville, Alabama 35801
(256) 535-1100



J. H. H. H.
1st Judicial District
Instrument 2007 5724 D -J1
Filed/Recorded 6 6 2007 3 30 P
Total Fees 12.00
3 Pages Recorded



To the Chancery Clerk of the First Judicial District of Harrison County, Mississippi
The real property described herein is situated in the Northwest Quarter of the Southwest Quarter of Section 33, Township 6, Range 11 West, First Judicial District of Harrison County, Mississippi.

GENERAL WARRANTY DEED

STATE OF MISSISSIPPI

COUNTY OF JACKSON

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 are hereby acknowledged, SAFE MINI STORAGE OF GULFPORT, L.L.C., a Delaware limited liability company, does hereby grant, bargain, sell, convey and warrant specially unto SOVRAN ACQUISITION LIMITED PARTNERSHIP, a Delaware limited partnership, the following land and property, lying and being situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

This conveyance is subject to those certain rights and easements for navigation, fishery and recreation which may exist over that portion of said land lying within Flat Branch as shown on survey by Brown & Mitchell, Inc., dated March 13, 2007 as Job No. 2598.

This conveyance is also subject to the following matters reflected on survey by Brown & Mitchell, Inc., dated March 13, 2007, Job no. 2598:

- (a) Encroachment of chain link fence along Southeast corner; and
- (b) 50' wide Sewer and Water Easement recorded in Book 923, Page 498; and
- (c) Asphalt and curb into front setback line and road right of way

This conveyance is also subject to all mineral reservations of record.

The ad valorem taxes for the year 2007 covering the above described property are to be prorated as of the date of this conveyance.

WITNESS out signatures on this the 30 day of May, 2007.

GRANTORS:

SAFE MINI STORAGE OF GULFPORT, L.L.C.

By: SAFE MINI STORAGE HOLDING COMPANY, L.L.C.,
Its Sole Member

By: BRELAND ENTERPRISES DE, L.P.,
Its Managing Member

By: BRELAND ENTERPRISES GP CORPORATION,
Its General Partner

By: *[Signature]*
Louis W. Breland, President

STATE OF ALABAMA
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of May, 2007, within my jurisdiction, the within named Louis W. Breland, who acknowledged that he is President of President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Managing Member of Safe Mini Storage Holding Company, L.L.C., as Sole Member of Safe Mini Storage of Gulfport, L.L.C., and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

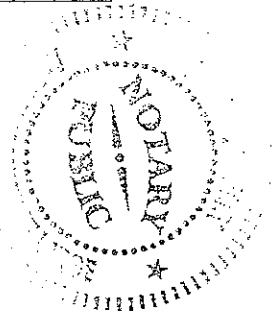
Paul B Seef
NOTARY PUBLIC
My Commission Expires: 7-30-08

Grantor's Address:

2101 W. Clinton Avenue, Suite 501
Huntsville, Alabama 35801
Telephone: (256) 713-3636

Grantee's Address:

6467 Main Street
Buffalo, New York 14221
Telephone: (716) 633-1850



~~Please record and return to:~~

John A. Pappano, Esq.
Phillips Lytle LLP
3400 HSBC Center
Buffalo, New York 14203

Prepared 04/10/07

This is a PRO FORMA POLICY furnished to or on behalf of the party to be insured. It neither reflects the present status of title nor is it intended to be a commitment to insure. The inclusion of endorsements as part of this policy in no way evidences the willingness of First American Title Insurance Company to provide any affirmative coverage shown therein. There are requirements that must be met before a final policy can be issued in the same form as this PRO FORMA POLICY. A commitment to insure setting forth these requirements should be obtained from the Company.

FATIC 401-M

Owner's Schedule A (8/93)

First American Title Insurance Company

SCHEDULE A

EXHIBIT "A" – Page 1 of 2

Issuing Office File No.: FA07-2735

Policy Number: Pro Forma

LEGAL DESCRIPTION:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 6 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, being more particularly described as follows:

Beginning at an iron rod found at the Southeast Corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 33, said iron rod also being the Northwest Corner of Lot 15, Northwood Hills North Subdivision; thence North 90 degrees 00 minutes 00 seconds West 1,125.08 feet to an iron rod found lying on the East margin of U.S. Highway 49; thence along said margin, North 00 degrees 11 minutes 11 seconds East 335.00 feet to an iron rod set; thence North 90 degrees 00 minutes 00 seconds East 1,112.67 feet to an iron rod set on the East line of the Northwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ Section of Section 33; thence along said East line, South 01 degree 56 minutes 10 seconds East 335.19 feet to the Point of Beginning.

The above described land is the same land described in survey by Brown & Mitchell, Inc. dated April 16, 2007 as Job No. 2598, more particularly described as follows:

A parcel of land situated and being located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point Of Beginning commence at the southeast corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 33, said point also being the northwest corner of Lot 15, Northwood Hills North (Plat Book 29, Page 26A-26B), said point also being the northeast corner of property now or formerly to Coastal Farm Supply (W.D. Book 1590, Page 604); thence N 89°59'42" W 1125.19 feet along the north boundary of said property now or formerly to Coastal Farm Supply to a point located on the existing east right-of-way of U.S. Highway 49; thence N 00°11'11" E 334.94 feet along said existing east right-of-way of U.S. Highway 49 to the southeast corner of property now or formerly to Sandra H. Roberson (W.D. Book 964, Page 195); thence S 89°59'17" E 1112.75 feet along the south boundary of said property now or formerly to Sandra H. Roberson to the southeast corner of said property now or formerly to Sandra H. Roberson, said point also being located on the west boundary of property now or formerly to Carolyn Adams-Payne and Carl Adams (W.D. Book 1260, Page 634); thence S 01°56'32" 335.00 feet along said west boundary of said property now or formerly to Carolyn Adams-Payne and Carl Adams to the said Point Of Beginning.

Said parcel of land contains 8.602 acres, more or less.

And also, that certain Drainage Easement granted to Louis W. Breland filed of record on May 9, 2000 in Book 1495, Page 301.

OWNERS.FRM
(MISSISSIPPI)

PERMITS/INSP PAYMENT RECPT#: 11278641
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 05/11/22 TIME: 10:56
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

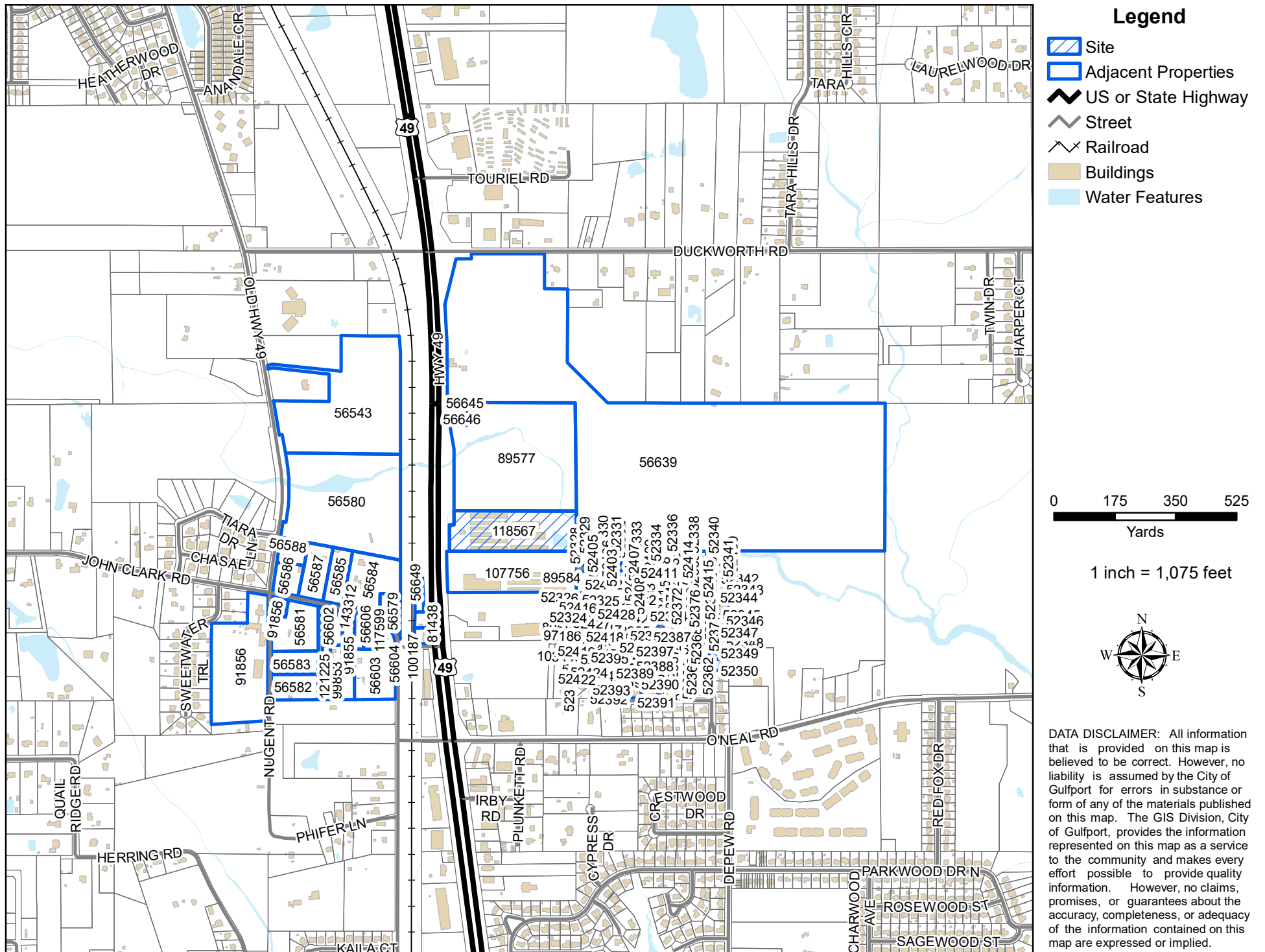
AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
22557

REFERENCE:

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

Variance



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	118567	0807M-01-016.004	SOVRAN ACQUISITION LIMITED PARTNERS	6467 MAIN STREET	BUFFALO	NY	14221
			BROWN, MITCHELL & ALEXANDER, INC.	401 COWAN ROAD, SUITE A	GULFPORT	MS	39507
N			Adjacent Property Owners				
	56639	0807M-01-001.000	ADAMS CARL	18397 ADAMS RD	GULFPORT	MS	39503
	56588	0707P-01-002.000	ADAMS SHONDALA	P O BOX 10568	GULFPORT	MS	39505
	52319	0807M-03-006.000	AGUILAR JESUS J ZAMARRON ETAL	13035 ANDY DR	GULFPORT	MS	39503
	107756	0807M-01-016.003	AIRWAY DEVELOPMENT LLC	2101 CLINTON AVE WEST SUITE 201	HUNTSVILLE	AL	35805
	52348	0807M-02-008.000	ALDRIDGE ROBERT C & ANN H	13048 DEPEW RD	GULFPORT	MS	39503
	56580	0707P-01-001.000	ALLISTON EDWIN T	14494 COLLINS BLVD	GULFPORT	MS	39503
	56584	0707P-01-006.000	ANDERSON RALPH E & MARTHA K	13020 OLD HWY 49	GULFPORT	MS	39503
	52403	0807M-03-036.000	AVENA JEFFREY V	1369 CUTTER COVE	SLIDELL	LA	70548
	52422	0807M-03-011.000	BAKER PATRICIA W -TRUSTEE-	14162 EAST MARCIE RD	GULFPORT	MS	39503
	52370	0807M-02-030.000	BALL JANICE M	15284 CHRISTOPHER DR	GULFPORT	MS	39503
	52388	0807M-03-059.000	BARNEY KENNETH C & LOLA M	13033 MILES DR	GULFPORT	MS	39503
	52366	0807M-02-026.000	BASS BARBARA D GRIFFIN	15313 CHRISTOPHER DR	GULFPORT	MS	39503
	52424	0807M-03-023.000	BERNARD RICHARD P & LINDA K-TRUSTEE	15387 WOODY DR	GULFPORT	MS	39503
	52396	0807M-03-029.000	BLACKWELL PAULINE	15398 WOODY DR	GULFPORT	MS	39503
	52364	0807M-02-024.000	BONEY DAVID F & JACQUELINE S	15304 STEPHEN DR	GULFPORT	MS	39503
	56604	0707P-01-010.000	BROUSSARD FORREST PATRICK	12577 OLD HWY 49	GULFPORT	MS	39503
	56579	0707P-01-007.000	BROWN FELICIA	13214 MY WAY ROAD	GULFPORT	MS	39503
	52377	0807M-02-037.000	BURKEY BRENDA JO & STEPHANIE TAYLOR	13124 MILES DR	GULFPORT	MS	39503
	52383	0807M-03-054.000	BURRIL CASEY J	20265 HWY 189	ELBA	AL	36323
	91855	0707P-01-013.000	C & C INVESTMENTS LLC GULFPORT	21555 DHERDE RD	GULFPORT	MS	39503
	52392	0807M-03-025.000	CARLSON MATTHEW & LOU GEE RAMOS	15356 WOODY DR	GULFPORT	MS	39503
	52393	0807M-03-026.000	CARMACK HELEN D -L/E-	15372 WOODY DR	GULFPORT	MS	39503
	52350	0807M-02-010.000	CF KL ASSETS 2021-1 LLC	875 N MICHIGAN AVE STE 3218	CHICAGO	IL	60611
	52426	0807M-03-021.000	CHARLTON CATHERINE V	15407 WOODY DR	GULFPORT	MS	39503
	81438	0807M-01-019.001	CHASE'S AUTO SALES LLC	13073 HWY 49	GULFPORT	MS	39503
	52378	0807M-03-049.000	CHOUNG PE HANG	11503 MAGNOLIA ESTATES LANE	GULFPORT	MS	39503
	56585	0707P-01-005.000	COLE RICHARD & BRENDA -TRUSTEE-	13038 OLD HWY 49	GULFPORT	MS	39503
	52363	0807M-02-023.000	CONLEY JASON L & LEANNA M	15294 STEPHEN DR	GULFPORT	MS	39503
	89585	0807M-03-005.000	COOLEY RAY L & ANN R	134 N CRITZ ST	WIGGINS	MS	39577
	52407	0807M-03-040.000	CUMBERLAND TRACI L	15355 NORTHWOOD HILLS DR	GULFPORT	MS	39503
	52367	0807M-02-027.000	CURRIE THOMAS J & WILLIE RUTH	15303 CHRISTOPHER DR	GULFPORT	MS	39503
	52402	0807M-03-035.000	DAHL MICHAEL J & KAREN L	15444 WOODY DR	GULFPORT	MS	39503
	52380	0807M-03-051.000	DELOACH JAMES F & MARY	13107 MILES DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	52386	0807M-03-057.000	DLG ENTERPRISES	21435 MENNONITE RD	GULFPORT	MS	39503
	52345	0807M-02-005.000	DOUGLAS ANGELA R	13078 DEPEW RD	GULFPORT	MS	39503
	52420	0807M-03-013.000	DUBRA CHARLES E & MARIE A	13040 ANDY DR	GULFPORT	MS	39503
	52339	0807M-01-004.000	EAGLE DAWG PROPERITES LLC	P O BOX 2408	GULFPORT	MS	39505
	56646	0807M-01-017.000	EASTERLING ROBERT C	15138 MILLS RD	GULFPORT	MS	39503
	52374	0807M-02-034.000	EILERMANN KEITH & JANET & TOLAR T	14352 CHESTWOOD COVE	GULFPORT	MS	39503
	52343	0807M-02-003.000	FLYNT DOROTHY J	13096 DEPEW RD	GULFPORT	MS	39503
	52369	0807M-02-029.000	FRENGEL ROBERT L JR	15283 CHRISTOPHER DR	GULFPORT	MS	39503
	52362	0807M-02-022.000	GANZY GLADYS	15284 STEPHEN DR	GULFPORT	MS	39503
	52413	0807M-03-046.000	GARA DEBRA	15303 NORTHWOOD HILLS DRIVE	GULFPORT	MS	39503
	52395	0807M-03-028.000	GASPARRINI MARTHA S DODD -TRUSTEE-	306 EASTVIEW DR	BILOXI	MS	39531
	52404	0807M-03-037.000	GIFT ANGELA T & MCCOMMON RICHARD A	15460 WOODY DR	GULFPORT	MS	39503
	52408	0807M-03-041.000	GOODMAN BLANC A	15347 NORTHWOOD HILLS DR	GULFPORT	MS	39503
	52368	0807M-02-028.000	GOTTBERG WILLIAM	15031 GOVERNMENT STREET	GULFPORT	MS	39503
N	52333	0807M-01-010.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52332	0807M-01-011.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52330	0807M-01-013.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52337	0807M-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52328	0807M-01-015.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52340	0807M-01-003.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52334	0807M-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52331	0807M-01-012.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52329	0807M-01-014.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52430	0807M-02-001.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52341	0807M-01-002.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	52336	0807M-01-007.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	52376	0807M-02-036.000	HALL JAMES LOUIS -EST- & BERTHA LEE	13114 MILES DR	GULFPORT	MS	39503
	52423	0807M-03-024.000	HANDY CAMPGROUND INC THE C/O DEBROI	15377 WOODY DR	GULFPORT	MS	39503
	52382	0807M-03-053.000	HARRIS YVONNE P	13087 MILES DR	GULFPORT	MS	39503
	52371	0807M-02-031.000	HASTY LARRY J	15294 CHRISTOPHER DR	GULFPORT	MS	39503
	52419	0807M-03-014.000	HEBRON ANGELITO E	13048 ANDY DR	GULFPORT	MS	39503
	56586	0707P-01-003.000	HEWES WILLIAM G JR -TRUSTEE-	13084 OLD HWY 49	GULFPORT	MS	39503
	52398	0807M-03-031.000	HILL HAROLD A & ROBERTA M-TRUSTEES-	15408 WOODY DR	GULFPORT	MS	39503
N	52397	0807M-03-030.000	HILL HAROLD A & ROBERTA M-TRUSTEES-	15408 WOODY DR	GULFPORT	MS	39503
	121225	0707P-01-015.001	HOLLINGSWORTH DWIGHT	13057 OLD HWY 49	GULFPORT	MS	39503
	56602	0707P-01-015.000	HOLLINGSWORTH RUSSELL M & JEANNETTE	13045 OLD HWY 49	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	97185	0807M-03-005.002	HOSFORD MITCHELL BRAND	151 EAST STREET NE	VIENNA	VA	22180
	103449	0807M-03-005.003	HOSFORD MITCHELL BRAND	151 EAST STREET NE	VIENNA	VA	22180
	52391	0807M-03-062.000	HUBBARD LINDA M	15330 WOODY DR	GULFPORT	MS	39503
	52375	0807M-02-035.000	ISABELL JEFFREY	13095 MILES DR	GULFPORT	MS	39503
	52381	0807M-03-052.000	ISABELL JEFFREY J	13905 MILES DRIVE	GULFPORT	MS	39503
	52394	0807M-03-027.000	JEFFERSON GLORIA JUNE	15378 WOODY DR	GULFPORT	MS	39503
	52416	0807M-03-017.000	JOHNSON GRALYN DENNIS JR & VALERIE	15457 WOODY DR	GULFPORT	MS	39503
	52417	0807M-03-016.000	JOHNSON JESSICA	13064 ANDY DR	GULFPORT	MS	39503
	52400	0807M-03-033.000	KEYS CARLOS E & APRIL Y	15428 WOODY DR	GULFPORT	MS	39503
	52349	0807M-02-009.000	KIRSCHTEN DANIEL J & ANN V	13040 DEPEW RD	GULFPORT	MS	39503
	52384	0807M-03-055.000	KS INVESTMENTS LLC	13440 WOODLAND DR	GULFPORT	MS	39503
	52406	0807M-03-039.000	LANDRY LISA	15363 NORTHWOOD HILLS DRIVE	GULFPORT	MS	39503
	52373	0807M-02-033.000	LANE RHONDA ANN	15314 CHRISTOPHER DR	GULFPORT	MS	39503
	52325	0807M-03-003.000	LAWRENCE ADAM & MARIE A	13091 ANDY DR	GULFPORT	MS	39503
	52429	0807M-03-018.000	LEE TIMOTHY R & RACHEL E REMY	15435 WOODY DR	GULFPORT	MS	39503
	52326	0807M-03-002.000	LIEW CHUNG YEE & SHIRLEY	6892 GERTRUDIS CT	EASTVALE	CA	92880
	56582	0707P-01-018.000	LOTT GERALD H & RUBY H	13012 NUGENT RD	GULFPORT	MS	39503
	56583	0707P-01-017.000	LOTT LINDA C	13030 NUGENT RD	GULFPORT	MS	39503
	52390	0807M-03-061.000	LOVETT DENNIS	13015 MILES DR	GULFPORT	MS	39503
	52379	0807M-03-050.000	MAGEE JIM M -L/E-	13115 MILES DR	GULFPORT	MS	39503
	52344	0807M-02-004.000	MAREK RORY A & MICHELLE T	13088 DEPEW RD	GULFPORT	MS	39503
	52342	0807M-02-002.000	MATHEWS INVESTMENTS LLC	14116 DENEEN RD	OCEAN SPRINGS	MS	39565
	56581	0707P-01-016.000	MCCLELLAN OLIVER & CECILE	13063 OLD HWY 49	GULFPORT	MS	39503
	52428	0807M-03-019.000	MCCOY JASON CARROLL	15425 WOODY DR	GULFPORT	MS	39503
	52324	0807M-03-004.000	MCCRAY DAVID JUNIOR	13081 ANDY STREET	GULFPORT	MS	39503
	56606	0707P-01-012.000	MCDONALD MICHAEL W -L/E-	12598 OLD HWY 49	GULFPORT	MS	39503
	52405	0807M-03-038.000	MELVIN CHRISTOPHER R & CICELY C	15373 NORTHWOOD HILLS DDR	GULFPORT	MS	39503
	52387	0807M-03-058.000	MIGUES ERNEST T III & BERNADETTE	13043 MILES DRIVE	GULFPORT	MS	39503
	56649	0707P-01-009.000	MISS TRANSPORTATION COMMISSION C/O F P O BOX 1850		JACKSON	MS	39215
	52411	0807M-03-044.000	MOORE JUANITA G	8110 VIRGINIA AVE	GULFPORT	MS	39501
	52414	0807M-03-047.000	MOORE TALEE	15293 NORTHWOOD HILLS DRIVE	GULFPORT	MS	39503
	56603	0707P-01-011.000	MORRIS JAMES M & CHERYL ANN	12555 OLD HWY 49	GULFPORT	MS	39503
	91856	0707P-01-019.000	NUGENT UNITED METHODIST CHURCH	13080 JOHN CLARK ROAD	GULFPORT	MS	39503
	56645	0807M-01-018.000	O'NEAL ARLENE S	20117 TOURNAMENT DR	GULFPORT	MS	39503
	52346	0807M-02-006.000	PILMER KAREN M	13068 DEPEW RD	GULFPORT	MS	39503
	143312	0707P-01-015.002	PURCHNER RHONDA H	13033 OLD HWY 49	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	99853	0707P-01-014.000	PURCHNER WAYNE R & RHONDA	13033 OLD HWY 49	GULFPORT	MS	39503
	52415	0807M-03-048.000	QUICHOCHO CRAIG JUSTIN CABRERA	15283 NORTHWOOD HILLS DRIVE	GULFPORT	MS	39503
	52427	0807M-03-020.000	RIDDLE BRETT J & JESSICA M	15415 WOODY DR	GULFPORT	MS	39503
	89577	0807M-01-016.001	ROBERSON SANDRA H	5424 KAIKI DR	DIAMONDHEAD	MS	39525
	52365	0807M-02-025.000	ROBINSON HOLLIS & AICHA	15314 STEPHENS DR	GULFPORT	MS	39503
	97186	0807M-03-005.001	RUTHERFORD EZEKIEL NATHANIEL	13061 ANDY DR	GULFPORT	MS	39503
	52421	0807M-03-012.000	RYERSON ROBERT R & PERLA	13034 ANDY DR	GULFPORT	MS	39503
	52347	0807M-02-007.000	SANSONE TIM M	13060 DEPEW RD	GULFPORT	MS	39503
	117599	0707P-01-010.001	SMALLWOOD JOHN	1600 HASKELL AVE UNIT 2	DALLAS	TX	75204
	56587	0707P-01-004.000	SMITH RONALD M & LOLITA M	13062 OLD HWY 49	GULFPORT	MS	39503
	118567	0807M-01-016.004	SOVRAN ACQUISITION LIMITED PARTNERS	6467 MAIN STREET	BUFFALO	NY	14221
	52425	0807M-03-022.000	SQUIRES ALAN HUNTER	15397 WOODY DR	GULFPORT	MS	39503
	52409	0807M-03-042.000	STATE OF MISS 5/24/2018	P O BOX 136	JACKSON	MS	39205
	100187	0807M-01-019.002	TRAUTMAN CHERYL & THOMAS J	13053 HWY 49	GULFPORT	MS	39503
	52418	0807M-03-015.000	TROPHY FISH LLC	2347 LOST CHANNEL	BILOXI	MS	39531
	89584	0807M-03-001.000	VU BILLY	13111 ANDY DRIVE	GULFPORT	MS	39503
	52385	0807M-03-056.000	WILLIAMS JOHN S	13063 MILES DR	GULFPORT	MS	39503
	52372	0807M-02-032.000	WILLIAMS NORRIS LEONARD	15304 CHRISTOPHER DR	GULFPORT	MS	39503
	56543	0707I-01-017.000	WILLIAMS THOMAS W & JUNE L	7057 LORA DR	LONG BEACH	MS	39560
	52401	0807M-03-034.000	WRIGHT JEFFERY A & BERNEDETT J	15440 WOODY DR	GULFPORT	MS	39503
	52338	0807M-01-005.000	YARBROUGH HUBERT J	15303 NORTHWOOD HILLS	GULFPORT	MS	39503
N	52412	0807M-03-045.000	YARBROUGH HUBERT J	15303 NORTHWOOD HILLS DR	GULFPORT	MS	39503
	52389	0807M-03-060.000	YOUNG LINDA G	13025 MILES DR	GULFPORT	MS	39503

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:**

IPL0079847

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.64

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 30, 2022 9:58:02 PM EDT

Amount:

32.64

SCHEDULE FOR AD NUMBER IPL00798470

July 6, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00798470**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, July 21, 2022, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

ward 2
Variance 2207ZB137, by agent Ben
Sellers, tax parcel 0911A-02-101.000,
Variance for parking size and location,
parking in front of the structure, 400
Beach Dr, Zoned T5 (Urban Center
Zone), Ward 2
This the 30th day of June 2022
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Ad-
justment and Appeals
W00000000
Publication Dates

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

RE: Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, July 21, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, July 21, 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.

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

Re: Variance 2207ZB134:

Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2207ZB134

Hearing Date: July 21, 2021

Current Zoning/Use: R-UE / Single-family home

Legal: Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

TECHNICAL DETAILS

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

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

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

Technical Report

VARIANCE

The applicant requests multiple variances in order to construct an accessory building in their rear yard. Specifically, the applicant requests: 1) a variance of 120 feet to allow a 720 square-foot accessory building where 600 square feet is the maximum allowed; 2) a variance of 3 feet to allow a 17-foot accessory structure height where 14 feet is the limit.

- (a) The applicant provides no justification that the land or structures are unique. Review of aerial photography and property lines show no real distinctive reason to allow for larger structures than allowed.
- (b) In the application, there is no justification that the owner is not the cause of hardship. The applicant likely provides nothing substantial because they realize there is no hardship and the desire to have a large structure is caused by them.
- (c) These variances would not be needed if the city had regulations that are more lenient. Ordinance changes are possible and could easily remedy this situation.
- (d) In the area, a few larger accessory structures would exceed current City of Gulfport regulations. However, the majority of the area would conform. This section is about it being a common occurrence, which, in this case is still not "common".
- (e) Due to the lack of propagation of these size accessory structures, this project would receive special privileges if approved.
- (f) This property is zoned R-UE, and single-family homes with accessory structures are allowed

EXECUTIVE SUMMARY

The applicant provided written responses as required by application; however, these statements are insufficient to provide justification as required by ordinance.

Any approval should consider these conditions:

- 1. Approval grants a variance of 120 feet to allow a 720 square foot accessory building where 600 square feet is the maximum allowed
- 2. Approval grants a variance of 3 feet to allow a 17-foot accessory structure height where 14 feet is the limit.
- 3. Provide building plans that comply with our wind-load requirements, may require engineered plans or documents.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 7/13/2022.

Public Works: No conditions. Memo dated 7/12/2022.

Traffic and Safety: No comments as of 7/14/22.

Building Code Services: Conditions: Provide building plans that comply with our wind-load requirements, may require engineered plans or documents. Memo dated 7/07/2022.

Technical Report

VARIANCE

GIS: No conditions. Memo dated 7/12/2022.

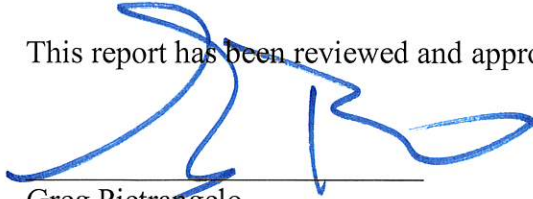
Police Department: No conditions. Memo dated 7/07/2022.

Fire Department: No conditions. Memo dated 7/08/2022.

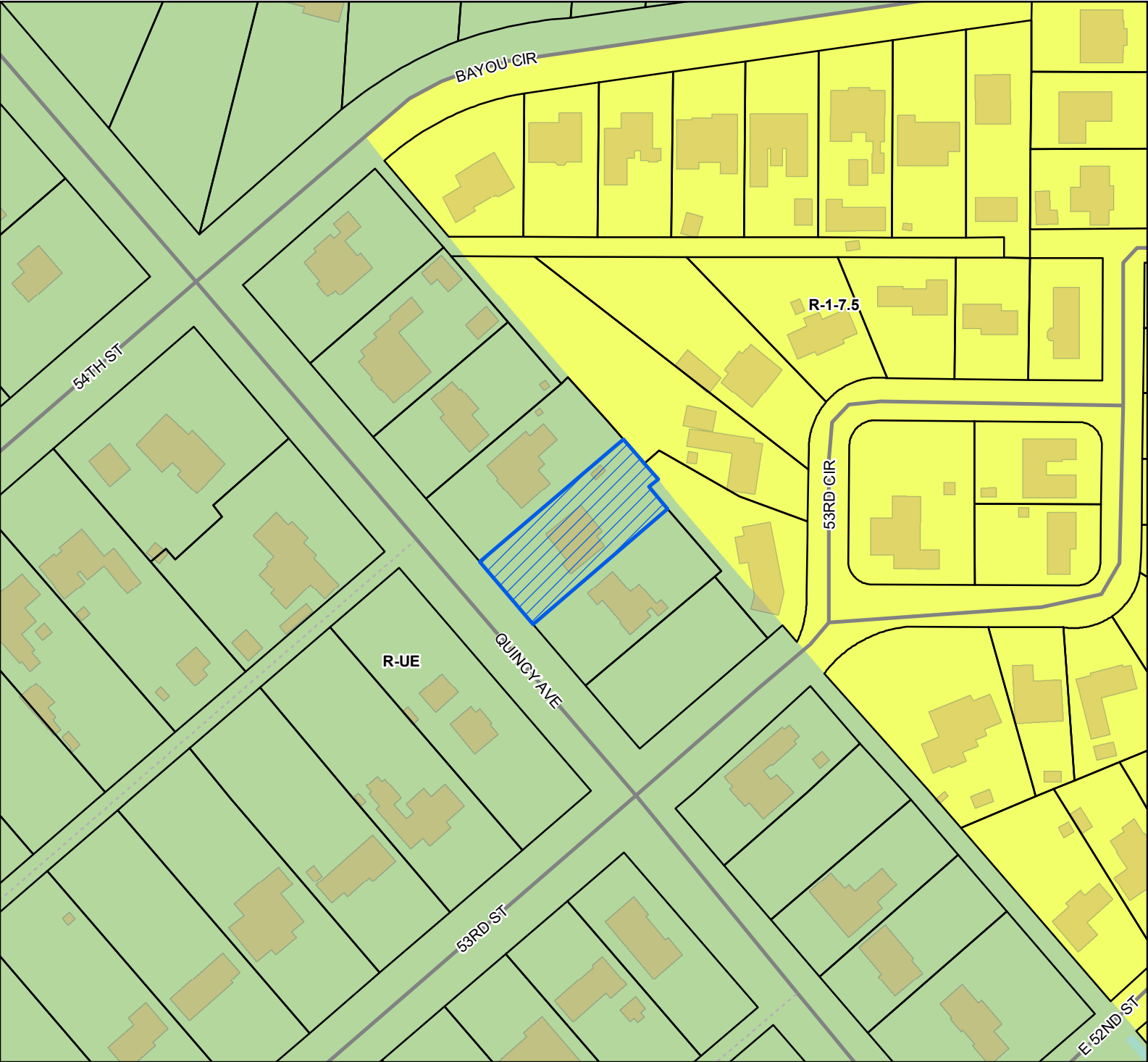
City Arborist: No conditions. Memo dated 7/11/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



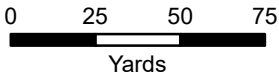
Legend

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

Zoning

- R-1-7.5 - Single Family Residence District (Low Density)
- R-UE - Residential Urban Estate

Site Information
0909J-02-071.000
Zoning: R-UE (Urban Residence Estate)
Size: 22,653 sq ft
Flood: X



1 inch = 170 feet



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

\$75.00



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

For Staff Use Only

Case File # 22072B134Date Received: 06/07/22

Receipt #: _____

Received By: LEZoning: R-UEWard: 4 Flood: XSize: 22,653 sqft.

(If necessary, use separate sheet of paper)

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL # 09095-02-071.000
000000-000000.000000
000000-000000.000000

Address of Property Involved: 5304 Quincy Ave Gulfport MS 39507Lot(s) _____, Block(s) 9, Subdivision _____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

(1) Construction of residential shop/shed 24x30, Material Steel,
color matched to primary residence (11) Peak height 14' but less than primary
residence Peak height.

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

Patricia & Pamela Lloyd
 Printed Name Of Owner
5304 Quincy Ave
 Mailing Address
Gulfport MS 39507
 City State Zip code
662 392 1332
 Home Phone Work/Cell Phone
patricia.lloyd@gmail.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 G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

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

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

NAME OF OWNER (PRINT)

Patrick Floyd

ADDRESS (STREET, CITY, STATE, ZIP CODE)

5304 Quincy Ave

PHONE # (H)

662 392 1332

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

Floyd

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

5304 Quincy Ave

PHONE # (H)

662 897 4357

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

SIGN:

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

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

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

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

NAME OF OWNER (PRINT) Pamela Brooke Floyd

ADDRESS (STREET, CITY, STATE, ZIP CODE) 5304 Quincy Ave

PHONE # (H) _____ (WK/CELL) 602 897 4357

TAX PARCEL NUMBER(S) OWNED 09095 02 071 000

SIGNATURE: Mrs. P.B. Floyd

NAME OF OWNER (PRINT) _____

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

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

TAX PARCEL NUMBER(S) OWNED _____

SIGN: _____

NAME OF OWNER (PRINT) _____

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

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

TAX PARCEL NUMBER(S) OWNED _____

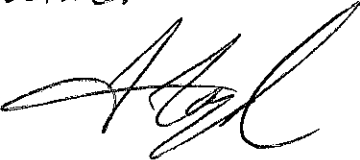
SIGNATURE: _____

(Use additional forms as needed)

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

1. I am seeking this meeting because the overall sqft is greater than allowed by code; however shops/sheds of this sqft are plentiful.
2. No work has been performed and I am seeking permission to begin work.
3. Many properties in the Bayou View community have additional buildings at the same sqft or greater or same peak height or greater. I am seeking permission to build an additional structure common
4. I am seeking permission to construct an additional building that will serve as a storage shed. The structure is of like similar sqft + peak height as is common to Bayou View community. The addition structure will color matched to the primary residence exterior walls + roof.
5. I am seeking permission to build an additional structure similar tool shops/sheds/additional building common to the area. Many property owners enjoy building of this size & structure type.
6. The purpose of this structure is permissible and will be utilized as storage & service shed.

Note: No bathroom or kitchen will be installed in this building, also no additional dwelling will be planned for this structure.

Patrick Floyd 07 June 2022 



Covenant Affidavit

I, Patrick A Poyel
PRINT NAME

, being owner or agent of the property

5304 Quincey Ave
PRIMARY ADDRESS OR PARCEL

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

[Signature]
Signature

07 June 2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of June, 2022

Leslie Ervin
Notary Public



April 19, 2025
Commission Expiration

485

COVENANTS FOR

PLAT BOX 17

PAGE 9

STATE OF MISSISSIPPI.

HARRISON COUNTY.

Personally appeared before me the undersign
for said County and State, the within named Mrs Juli
knorlgedged to me, that she signed and delivered the
on the day and year therein mentioned.

Witness my hand and seal of office this the
4. D. 1950.

Block S

1-50

S1 + up to

B12 65

STATE OF MISSISSIPPI, COUNTY OF HARRISON:

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

1.00

I, C. J. Darby, Clerk of the Chancery Court of said County and State,
certify that the instrument of which the foregoing is a record was deli-
vered to me to be recorded at 4:58 o'clock P. M. on the
11th day of December, 1950 and
recorded 12:00 P. M. on the 11th day of December, 1950.

C. J. Darby, Clerk,

By Neel S. Starnes D. O.

STATE OF MISSISSIPPI

County of Harrison

WHEREAS, the undersigned City of Gulfport, Harrison County, Mississippi, is the sole owner of all that certain subdivision known as Gulfport Bayou View Subdivision in the City of Gulfport, Harrison County, Mississippi, as shown by map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi;

WHEREAS, the real property described herein is subject to the covenants, restrictions, conditions and reservations hereby declared, which shall follow the title to said land and be binding on all grantees from the City of Gulfport and/or all their heirs, assigns, devisees, grantees or successors in title, so as to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve in so far as possible the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures and the building thereon with improper or unsuitable material; to obtain harmonious color schemes and to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations therefor on building sites; to prevent haphazard and haphazard improvements of building sites; to secure and maintain proper setbacks from streets and avenues and adequate open space between structures; and in general to provide adequately for a high type and quality of improvement of said property and to enhance the value of investments made by purchasers of building sites, and to aid in the general welfare, health and well-being of the owners of said property, as well as the general public.

The undersigned City of Gulfport, Mississippi, does hereby agree to said protective covenants and does hereby agree that same may and does hereby attach to the title to said land and be binding on all persons claiming under said City's title until January 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the three owners of the lots or parcels of land described herein, it be agreed to change said covenants in whole or in part, each block involved to be considered as a separate unit in voting any such change, and.

WHEREAS, it is further understood and agreed that if said grantees or any of them or their heirs, devisees, assigns, grantees or successors in title shall violate or attempt to violate any of the covenants herein, it shall and will be lawful for any person or persons owning any real property situated in said Gulfport Bayou View Subdivision, as well as for the City of Gulfport, Mississippi, to proceed to prosecute, by any proper proceeding at law or equity, such person violating or attempting to violate such covenants, either to prevent him or them from so doing or to recover damages for such violation.

It is further understood and agreed that the invalidation of any one or more of the covenants contained herein by proper judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

The restrictive covenants, conditions, and reservations, above referred to being set out in detail as follows, to-wit:

A. Each lot conveyed shall be known and described as a separate residential lot and there shall not be constructed on any combination of lots more than one residence building for each lot, as to lots and blocks enumerated in paragraph B, hereof, except lot 22 of block 41. No lot or combination of said lots shall be resold or resubdivided in such a manner as to have less front footage or less area for any building site than said lot or combination of lots had as originally platted.

B. No structure shall be erected, altered, placed or permitted to remain on any lot enumerated in paragraph D, hereof, except lot 22 of block 41, other than one detached residential dwelling not to exceed two and one-half stories in height and a private garage adequate for housing cars of occupants of the premises and other out buildings incidental to the use of the lot, no building shall be used for any purpose other than a residence or residential uses.

D. No building or portion thereof shall be located on any lot nearer than 35 feet nor further than 45 feet as to blocks 1 to 16, inclusive; 18 to 23, inclusive; 25 to 40, inclusive; lots 1 to 20, inclusive; of block 41; blocks 42 to 45, inclusive; lots 1 to 4, inclusive; of block 46; lots 1 to 4, inclusive; of block 47; lots 1 to 27, inclusive; of block 53; lots 1 to 30, inclusive; of block 54; blocks 58 and blocks 62 to 65, inclusive; nor nearer than 25 feet as to block 57; nor nearer than 50 feet, as to lots 24 and 25 of block 41; lots 5 to 8, inclusive; of block 46, and lots 5 to 8, inclusive; of block 47, in said Gulfport Bayou View Subdivision to the front street line as originally platted (if the building faces or if main entrance is toward a side street as originally platted, then this setback shall also apply to said side street in addition to said front street). No building or portion thereof shall be located nearer than 100 feet on any lot as to lots 1 to 27, inclusive; of block 53; lots 1 to 30, inclusive; of block 54 and blocks 57 and 58, nor nearer than 15 feet

as to blocks 1 to 16, inclusive; 18 to 23, inclusive; 25 to 40, inclusive; and 42 to 45, inclusive; of Gulfport Bayou View Subdivision, to any side street line. No building shall be located on any lots heretofore enumerated in this paragraph D, nearer than 5 feet or nearer than one tenth of the width of the building site, whichever is the greatest distance, (the one tenth of width of building site shall not apply as to lot 22 of block 41 to an interior lot line, nor nearer than 5 feet to the rear property line, except that where the combined distance from the two side lines is greater than 20 feet then the excess above 10 feet may be on one side only. For the purpose of this covenant as to the interior lot line, lawns, steps, open porches not including screened porches and porte cocheres, shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portions of such extensions to be located nearer than 5 feet to an interior lot line.

E. No structure of a temporary type, trailer, shack, garage, apartment, barn or other out buildings shall be used, on any lots enumerated heretofore in paragraph D, at any time as a residence, either temporarily or permanently except that a garage apartment or out house or living quarters may be occupied by domestic servants actually employed by the occupants of the main dwelling.

F. No obnoxious or offensive establishments shall be carried on upon any lots enumerated heretofore in paragraph D, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no live stock or poultry shall be permitted to be kept on any of the said enumerated lots in paragraph D. Neither shall anything be used or operated on the premises that causes unusual interference with reception of radio, television, etc. No fence of any kind shall be erected on any portion of the premises from the front lot line to the front lot line of the main building on any of the said enumerated lots in paragraph D, except as to lot 22 of block 41. Any fence erected on any interior lot line of said lots shall be attractive in appearance and no higher than five feet. No hedge or shrubbery shall be placed or allowed on any of said lots along any street that would in any way obstruct a proper view of streets when approaching intersections. Nothing shall be constructed on any of the said enumerated lots in paragraph D that conflicts with the Civil Aeronautics Administration regulations regarding Gulfport Municipal Airport Air Lines. No advertising sign or bill board shall be placed or allowed on any of the said enumerated lots in paragraph D, excepting lot 22 of block 41, except that the owner may place or authorize to be placed thereon sign, advertising such lot for sale, no larger than 18 inches by 36 inches, and the lower part of which shall be no higher than 4 feet above the ground.

G. Easements for installation of and maintenance of utilities and drainage are reserved over the rear 5 feet of each lot enumerated in paragraph D, as well as for present existing facilities.

H. All residences and out houses occupied by human beings and/or served with water on lots enumerated in paragraph D, shall be connected to the sanitary sewage system for disposal of all water and refuse except such refuse as is ordinarily termed garbage and disposed of as such.

I. No building shall be moved on to any of said lots heretofore enumerated in paragraph D, except lot 22 of block 41, from any other place where same was constructed or erected or where same has been placed; on the other hand all buildings on said lots shall be wholly constructed on such lots excepting, of course, the usual portion thereof that are ordinarily constructed and built, such as mill work, etc., off the premises. It being the intention thereof to prevent moving second hand or new buildings on to a lot and remodeling or reworking same into some desired type or shape building. No building shall be placed or erected on any building lot heretofore enumerated in paragraph D until the building plans, specifications and plot plan showing the location of such building has been submitted and approved in writing, as to conformity and harmony of the exterior and interior design and construction with the existing structures in the subdivision (and same must at least conform to minimum FPA requirements as of March 1st, 1950) and as to location of the building with respect to topography and finished ground elevation, by the building inspector of the City of Gulfport or such other department or agency set up by the City as successor to the duties of such inspector. In the event said building inspector or his designated successor fails to approve or disapprove such design and location within thirty days after said plans have been submitted to him such approval will not be required provided same be not done within ten days after written notice of such failure and demand that same be done within ten days from said written notice; then in such event this covenant will be deemed to have been fully complied with. Appeal from any decision of the building inspector or his successor may be taken to the Board of Commissioners of Gulfport, Mississippi, by means of a written bill of particulars which shall be heard and considered when presented. Above shall not be construed to prevent the setting up and constructing new pre-fabricated houses when same have been approved by the building inspector as above provided for other type-houses.

Witness the signature and seal of the City of Gulfport, Mississippi by its Mayor and City Clerk on this the 10th day of March, 1950.

IVAN BALLENGER,
City Clerk

THE CITY OF GULFPORT, MISSISSIPPI
BY MILTON T. EVANS,
Mayor

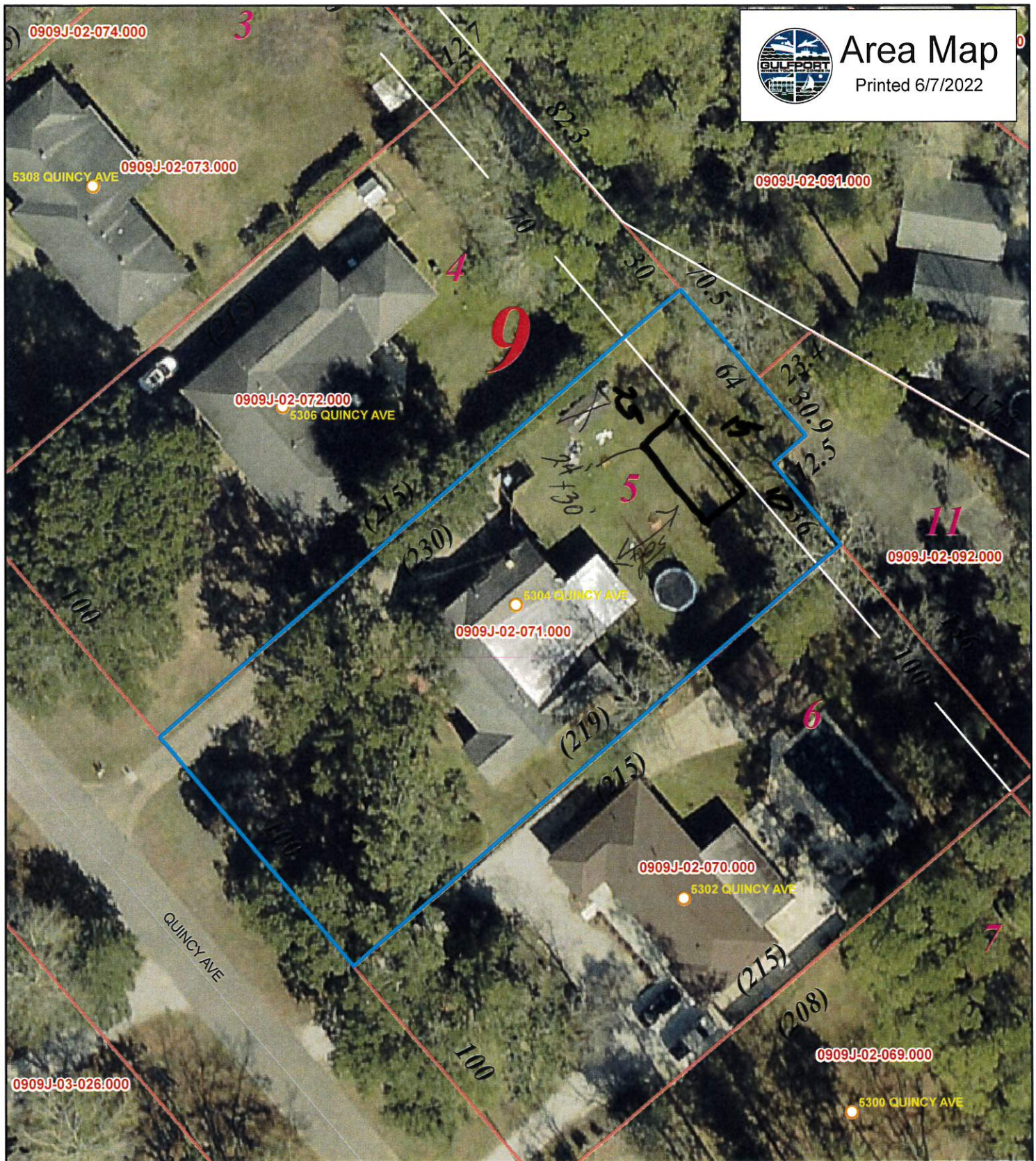
STATE OF MISSISSIPPI
County of Harrison

Before me the undersigned authority in and for above said county and state this day personally appeared, Milton T. Evans, Mayor and Ivan Ballenger, City Clerk, who each in my presence acknowledged that they signed, sealed and delivered the above and foregoing instrument on the day, month and year therein shown as the act and deed and for and on behalf of the City of Gulfport, Mississippi, and for all purposes therein stated.

Witness my signature and seal of my office on this the 15th day of March, 1950.

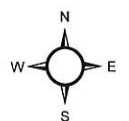
EDNA SCOTT,
Notary Public

My Commission expires March 17, 1950.



Area Map

Printed 6/7/2022

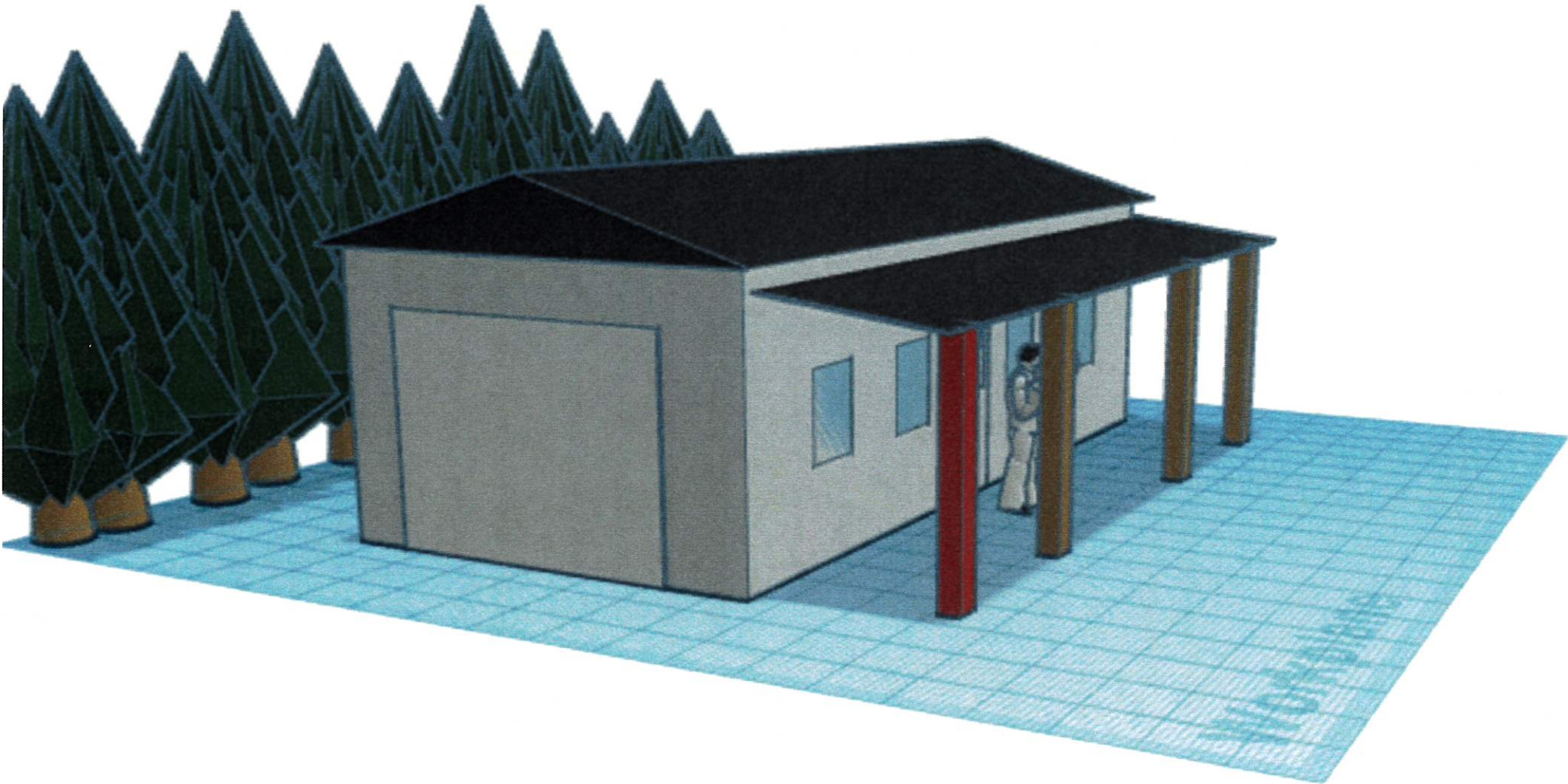


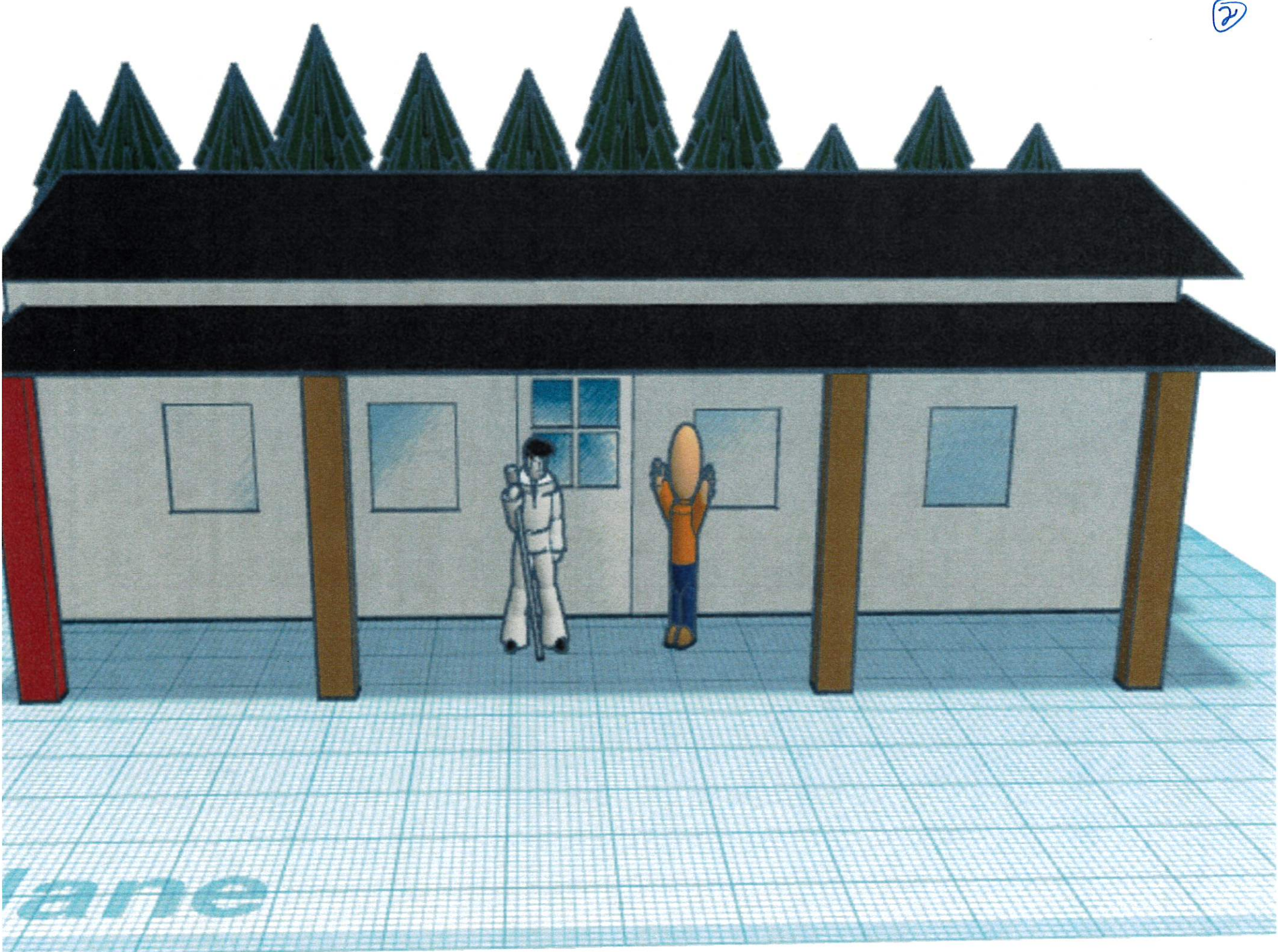
1 inch = 43 feet

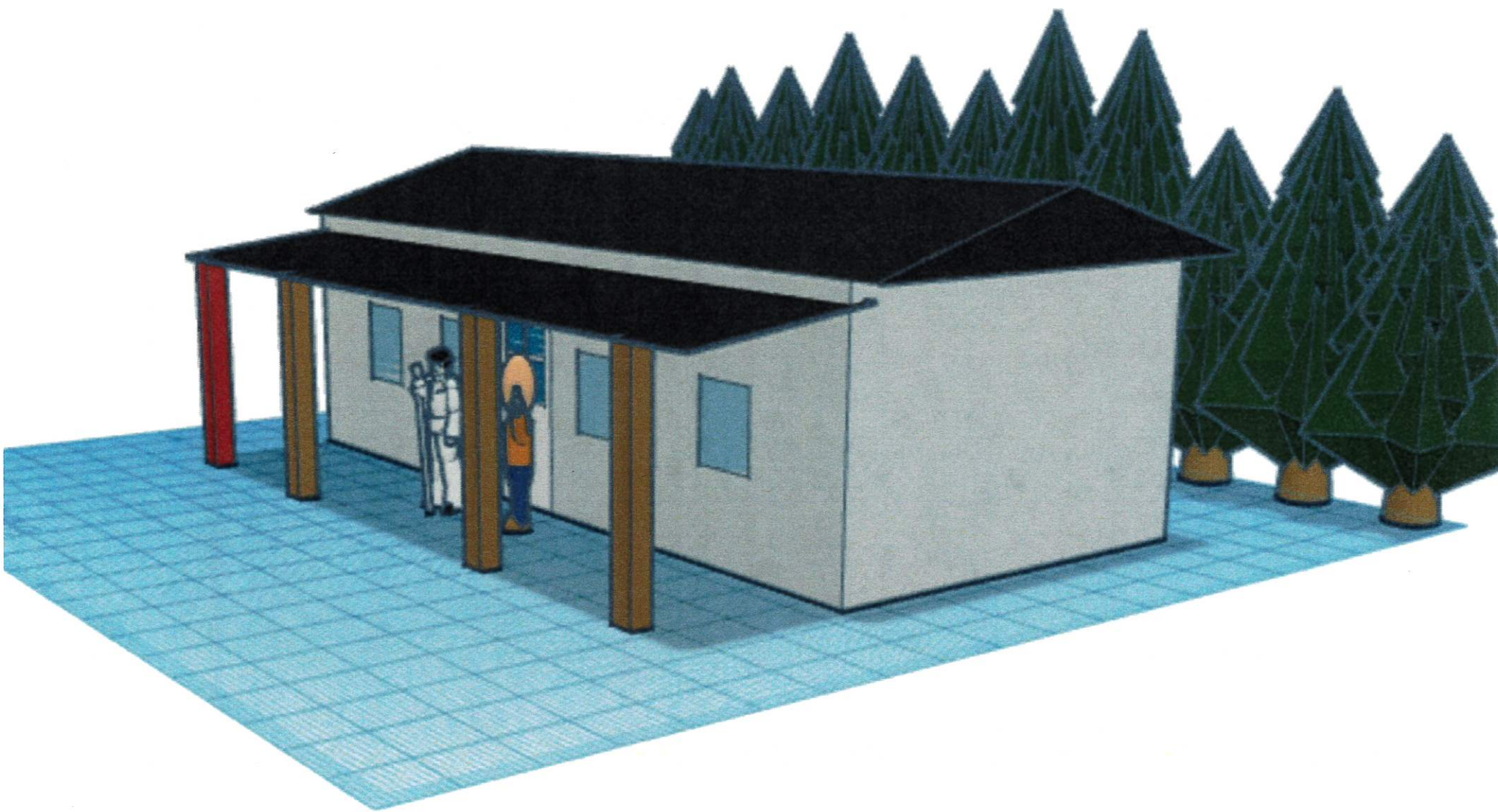
DATA DISCLAIMER:

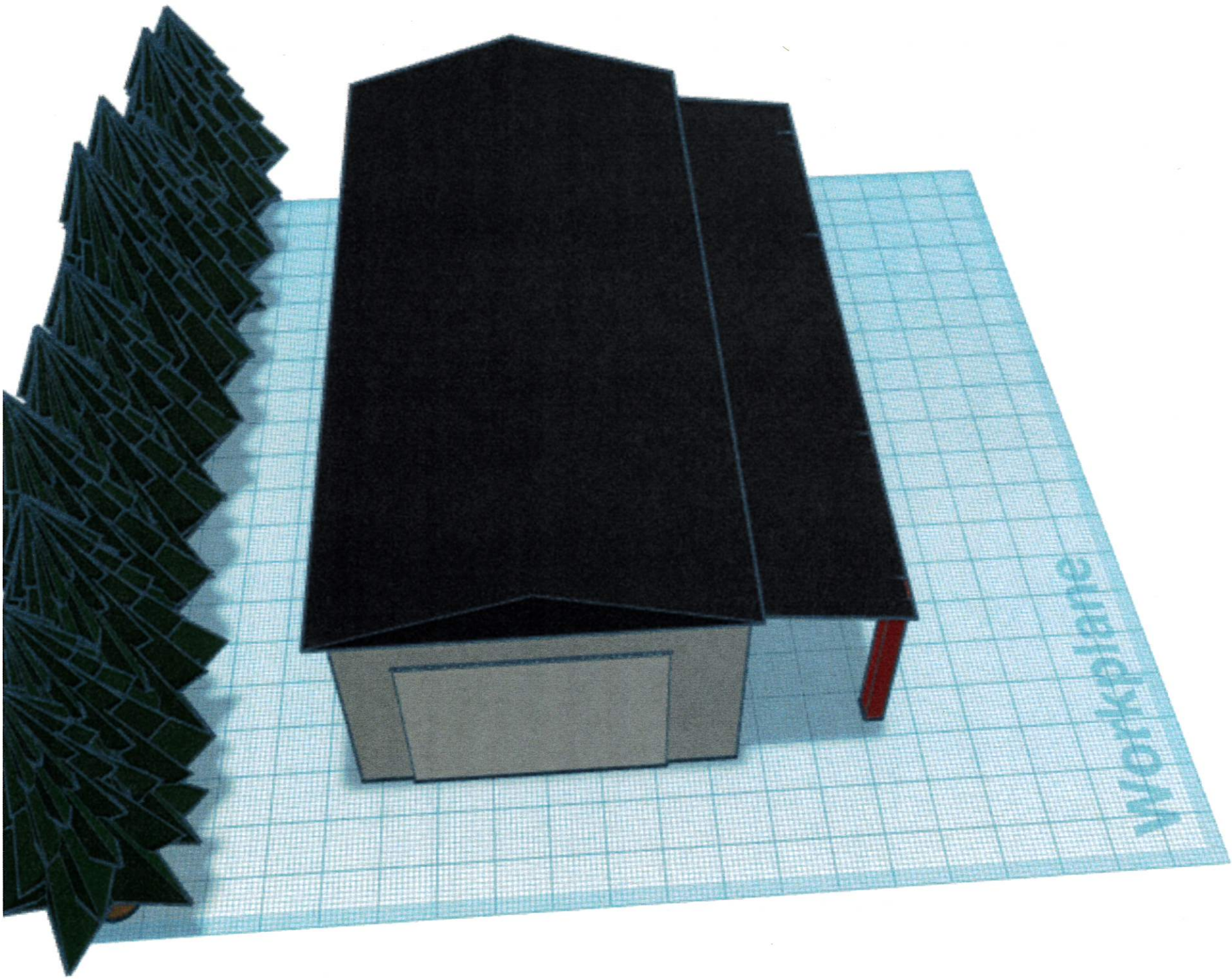
All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service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

	Addresspoints	Harrison_HughRes_2020.sid
	Minor/Residential	RGB
	Parcels	Red: Band_1
		Green: Band_2
		Blue: Band_3









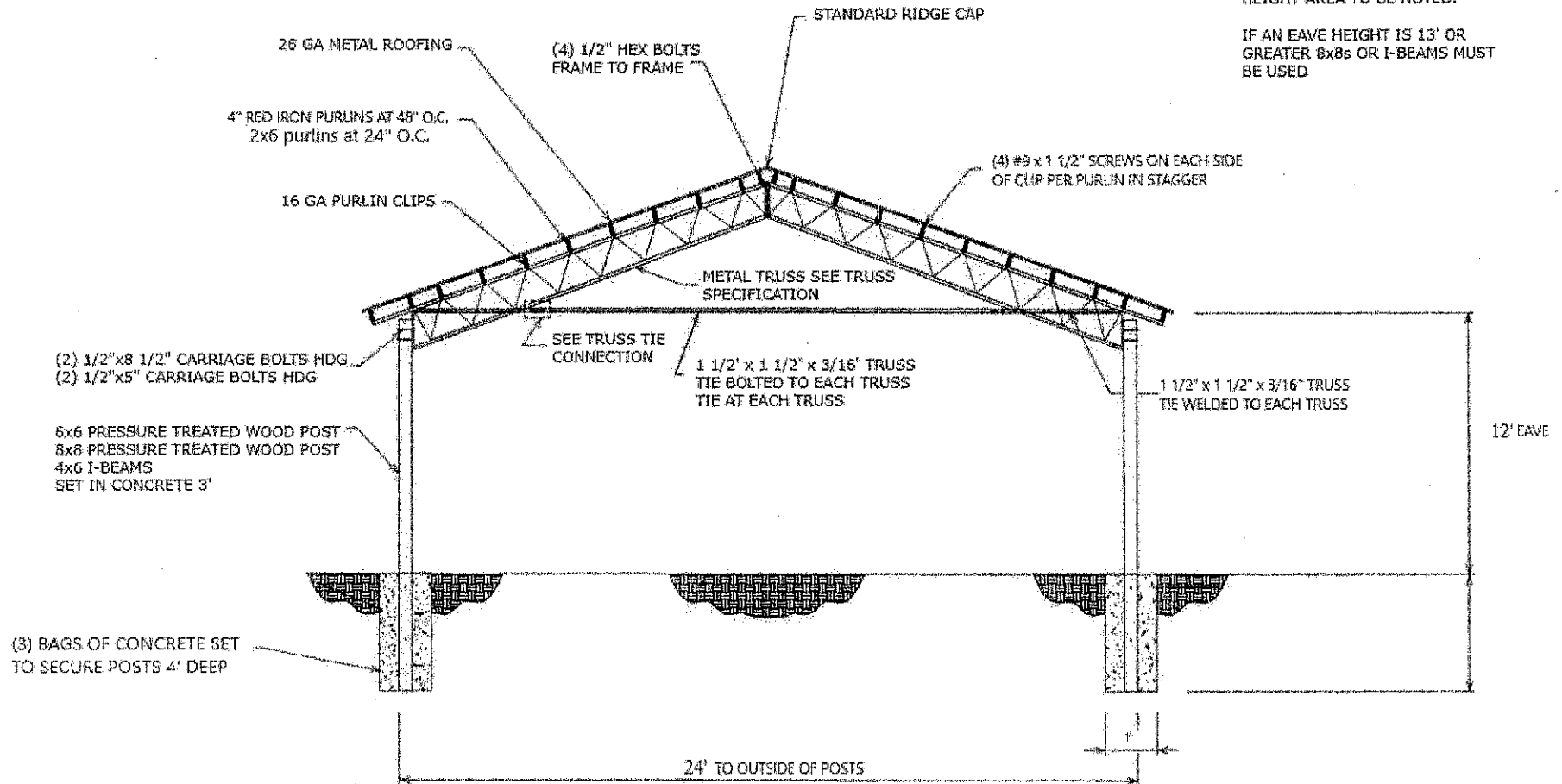
M'PROVED METAL CRAFTERS,
LLC STEEL TRUSS POLE BARN
PLANS: FRONT DETAIL

TOP CHORD:
BOTTOM CHORD:
VERTICAL END:

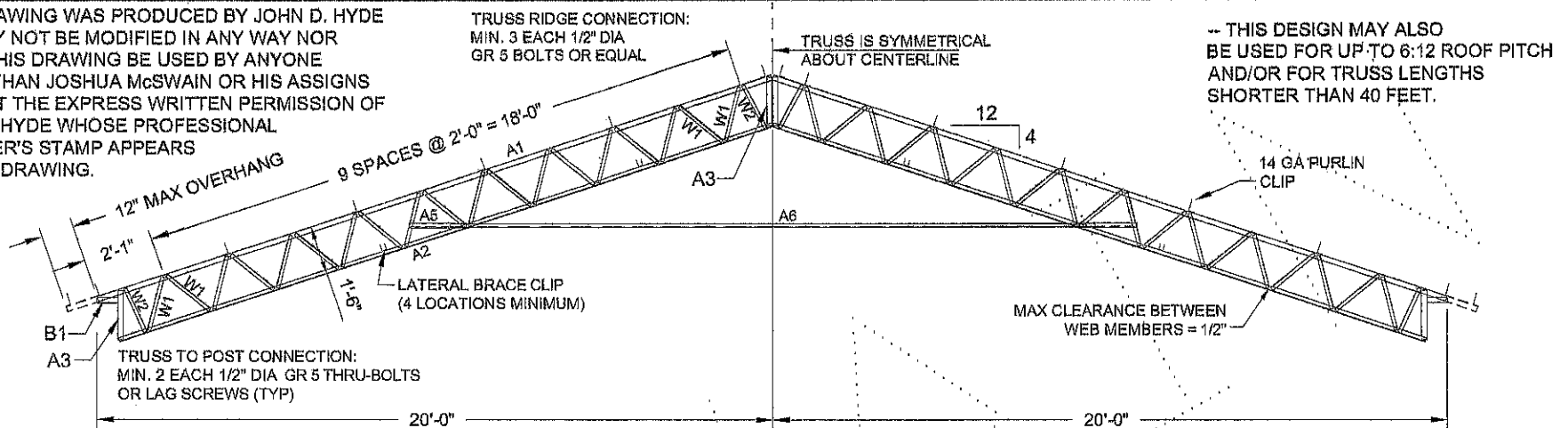
TRUSS SPECIFICATIONS
LL 1 1/2 x 1 1/2 x 3/16
LL 1 1/2 x 1 1/2 x 3/16
LL 1 1/2 x 1 1/2 x 3/16

POLE BARN SPECIFICATION
THESE PLANS ARE FOR 40' OR
LESS WIDE POLE BARN.
EAVE HEIGHT VARIES AND
SHOULD BE WRITTEN IN EAVE
HEIGHT AREA TO BE NOTED.

IF AN EAVE HEIGHT IS 13' OR
GREATER 8x8s OR I-BEAMS MUST
BE USED



THIS DRAWING WAS PRODUCED BY JOHN D. HYDE AND MAY NOT BE MODIFIED IN ANY WAY NOR SHALL THIS DRAWING BE USED BY ANYONE OTHER THAN JOSHUA McSWAIN OR HIS ASSIGNS WITHOUT THE EXPRESS WRITTEN PERMISSION OF JOHN D. HYDE WHOSE PROFESSIONAL ENGINEER'S STAMP APPEARS ON THIS DRAWING.



BILL OF MATERIALS

MARK	DESCRIPTION	LENGTH	NUMBER REQUIRED	MATERIAL
A1	TOP CHORD	L 2 x 2 x 3/16	21'-0 1/4"	2 50 KSI A529
A2	BOTTOM CHORD	L 2 x 2 x 3/16	20'-4 3/8"	2 50 KSI A529
A3	VERTICAL END	L 2 x 2 x 3/16	1'-5 1/2"	4 50 KSI A529
A5	TIE	L 2 x 2 x 3/16	1'-10"	2 50 KSI A529
A6	TIE	L 2 x 2 x 3/16	19'-0"	1 50 KSI A529
W1	WEB	L 1 1/4 x 1 1/4 x 1/8	1'-7 1/2"	38 50 KSI A529
W2	WEB	L 1 1/4 x 1 1/4 x 1/8	1'-5"	4 50 KSI A529
B1	BASE	L 2 x 2 x 3/16	7 1/4"	2 50 KSI A529

NOTES:

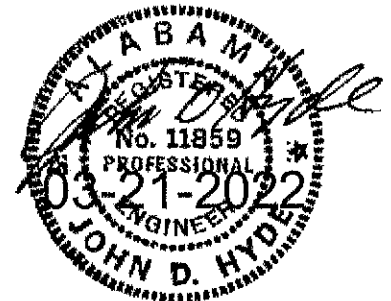
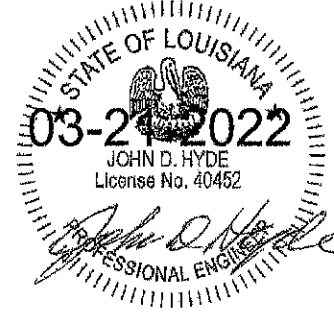
- PURLINS TO BE MINIMUM Z4x2x16 GA FOR 10' SPAN OR Z4x2x14 GA FOR 12' SPAN (PURLINS SPACED MAXIMUM 4'-0" O.C.).
- CONTRACTOR RESPONSIBLE FOR TEMPORARY CONSTRUCTION BRACING.
- FABRICATOR TO VERIFY DIMENSIONS BEFORE FABRICATION.
- THIS DESIGN IS FOR TRUSS ONLY.
- ALL WELDS AND WELDING PER AWS.
- STRUCTURAL STEEL AND FABRICATION PER AISC.
- MEMBER DIMENSIONS ARE TO BE ADJUSTED FOR SHORTER TRUSS LENGTHS OR DIFFERENT ROOF PITCH.
- FASTENERS INSTALLED WITH TREATED WOOD MUST BE MANUFACTURER RECOMMENDED FOR USE WITH THE ASSOCIATED WOOD TREATMENT.

DESIGN LOAD NOTES:

TRUSS SPACING = 12' ALLOWABLE DEAD LOAD = 4 PSF
 TRUSS SPACING = 10' ALLOWABLE DEAD LOAD = 6 PSF
 TRUSS SPACING = 8' ALLOWABLE DEAD LOAD = 8 PSF

DESIGN CRITERIA - APPLIED PER IBC 2015, 2018 & 2021

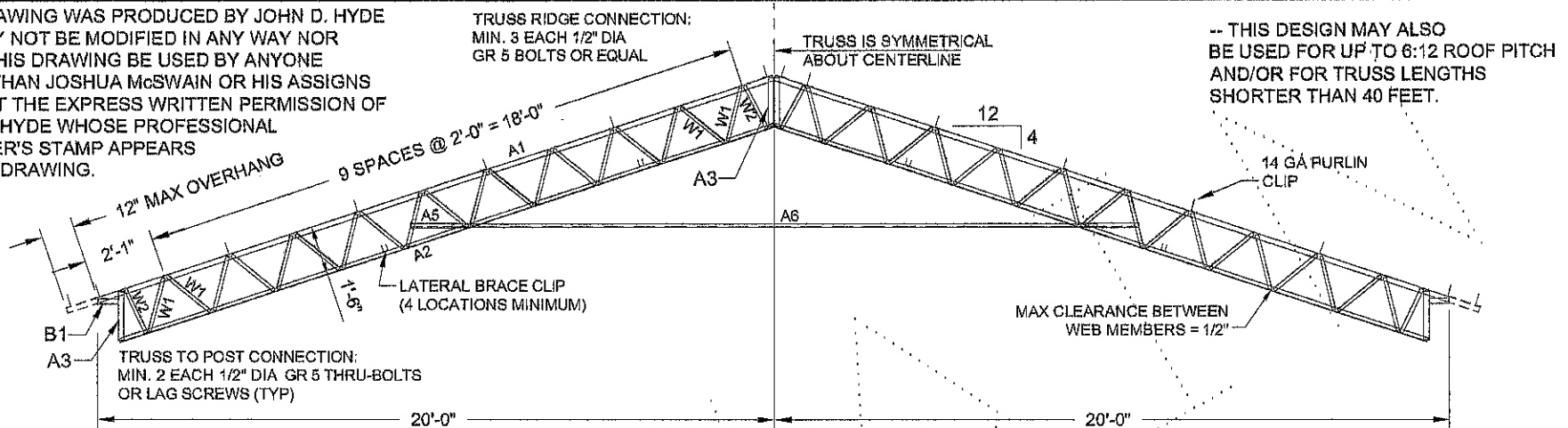
- DESIGN LOADS PER ASCE 7-10 & 7-16
- REQUIREMENT FOR STEEL - 50 KSI
- ROOF LIVE LOAD = 20 PSF
DEAD LOAD = SEE DESIGN LOADS NOTES
- DESIGN WIND SPEED = 160 MPH
- WIND RISK CATEGORY II
- WIND EXPOSURE CATEGORY C
- BUILDING CATEGORY II
- GROUND SNOW LOAD = 5 PSF
- IMPORTANCE FACTOR 1



BY:
 JOHN D. HYDE, PE
 MS REG NO. 10675
 177 ARLINGTON ROAD
 ARAB, AL 35016
 PH 256-572-0195
 jdhyde@mindspring.com

 M'Proved Metal Crafters, LLC 7312 Rose Farm Rd, Building H Ocean Springs, MS 39564 Ph. (228) 224-0835			
40' STEEL TRUSS			
SCALE NONE	DATE 03-21-2022	DRAWN BY J. HYDE	DRAWING NO. 22-0321-40
40' TRUSS DETAIL - 160 MPH			SHEET NO. 1 OF 1

THIS DRAWING WAS PRODUCED BY JOHN D. HYDE AND MAY NOT BE MODIFIED IN ANY WAY NOR SHALL THIS DRAWING BE USED BY ANYONE OTHER THAN JOSHUA McSWAIN OR HIS ASSIGNS WITHOUT THE EXPRESS WRITTEN PERMISSION OF JOHN D. HYDE WHOSE PROFESSIONAL ENGINEER'S STAMP APPEARS ON THIS DRAWING.



BILL OF MATERIALS

MARK	DESCRIPTION	LENGTH	NUMBER REQUIRED	MATERIAL
A1	TOP CHORD	L 2 x 2 x 3/16	21'-0 1/4"	2 50 KSI A529
A2	BOTTOM CHORD	L 2 x 2 x 3/16	20'-4 3/8"	2 50 KSI A529
A3	VERTICAL END	L 2 x 2 x 3/16	1'-5 1/2"	4 50 KSI A529
A5	TIE	L 2 x 2 x 3/16	1'-10"	2 50 KSI A529
A6	TIE	L 2 x 2 x 3/16	19'-0"	1 50 KSI A529
W1	WEB	L 1 1/4 x 1 1/4 x 1/8	1'-7 1/2"	38 50 KSI A529
W2	WEB	L 1 1/4 x 1 1/4 x 1/8	1'-5"	4 50 KSI A529
B1	BASE	L 2 x 2 x 3/16	7 1/4"	2 50 KSI A529

NOTES:

- PURLINS TO BE MINIMUM Z4x2x16 GA FOR 10' SPAN OR Z4x2x14 GA FOR 12' SPAN (PURLINS SPACED MAXIMUM 4'-0" O.C.).
- CONTRACTOR RESPONSIBLE FOR TEMPORARY CONSTRUCTION BRACING.
- FABRICATOR TO VERIFY DIMENSIONS BEFORE FABRICATION.
- THIS DESIGN IS FOR TRUSS ONLY.
- ALL WELDS AND WELDING PER AWS.
- STRUCTURAL STEEL AND FABRICATION PER AISC.
- MEMBER DIMENSIONS ARE TO BE ADJUSTED FOR SHORTER TRUSS LENGTHS OR DIFFERENT ROOF PITCH.
- FASTENERS INSTALLED WITH TREATED WOOD MUST BE MANUFACTURER RECOMMENDED FOR USE WITH THE ASSOCIATED WOOD TREATMENT.

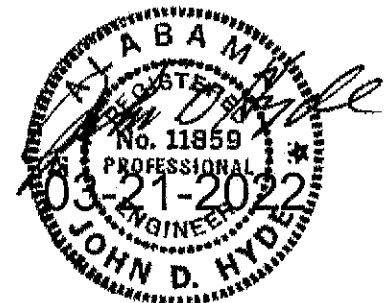
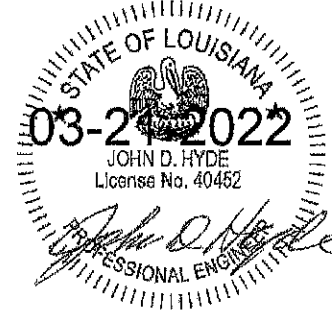
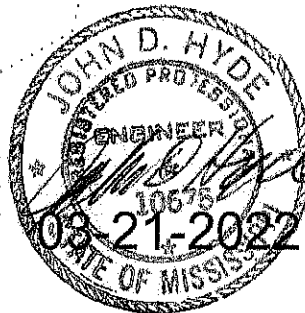
DESIGN LOAD NOTES:

TRUSS SPACING = 12'	ALLOWABLE DEAD LOAD = 4 PSF
TRUSS SPACING = 10'	ALLOWABLE DEAD LOAD = 6 PSF
TRUSS SPACING = 8'	ALLOWABLE DEAD LOAD = 8 PSF

DESIGN CRITERIA - APPLIED PER IBC 2015, 2018 & 2021

- DESIGN LOADS PER ASCE 7-10 & 7-16
- REQUIREMENT FOR STEEL - 50 KSI
- ROOF LIVE LOAD = 20 PSF
DEAD LOAD = SEE DESIGN LOADS NOTES
- DESIGN WIND SPEED = 160 MPH
- WIND RISK CATEGORY II
- WIND EXPOSURE CATEGORY C
- BUILDING CATEGORY II
- GROUND SNOW LOAD = 5 PSF
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40' STEEL TRUSS			
SCALE NONE	DATE 03-21-2022	DRAWN BY J. HYDE	DRAWING NO. 22-0321-40
40' TRUSS DETAIL - 160 MPH			SHEET NO. 1 OF 1



John 1st Judicial District
Instrument 2019 6165 D -J1
Filed/Recorded 7/31/2019 02:40 P
Total Fees \$ 12.00
3 Pages Recorded

Indexing: Lot 5, Blk 9, Gulfport Bayou View

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
2200 25th Avenue
Gulfport, MS 39501
(228)896-8962
File # 2443

WARRANTY DEED

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

DANIEL B. ADAMS AND WIFE, ELLEN V. ADAMS
2461 Castille Pl.
Biloxi, MS 39531
(985)320-9708

do hereby **SELL, CONVEY** and **WARRANT** unto

PATRICK A. FLOYD AND WIFE, PAMELA B. FLOYD
As tenants by the entirety with full rights of survivorship
5304 Quincy Ave
GULFPORT, MS 39507
662-392-1332

the following described land together with all improvements thereon located in the First

Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Lot 5, Block 9, GULFPORT BAYOU VIEW 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 17 at
Page 9.

AND ALSO:

Commencing at the SE corner of Lot 5, Block 9, **GULFPORT BAYOU VIEW**
SUBDIVISION, run North a distance of 25 feet to the SW corner of Lot 11, Block 2,
5th Addition to Gulfport Bayou View Subdivision; thence Northwesterly along the

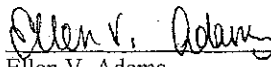
western side of said Lot 11 and the north margin of a vacated alley to the NW corner of said Lot 11; thence Westerly a distance of 25 feet to the NE corner of Lot 5, Block 9; thence Southerly along the eastern side of Lot 5 a distance of 100 feet to the Point of Beginning; and being a portion of an alley vacated; LESS AND EXCEPT THEREFROM that portion of said property conveyed by Robert H. Holmes, et ux, to H. Gordon Myrick and wife, Lessie Hearn Myrick in Deed dated August 9, 1973 and recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2019 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

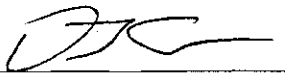
WITNESS my signature on this the 31 day of July, 2019.


Daniel B. Adams

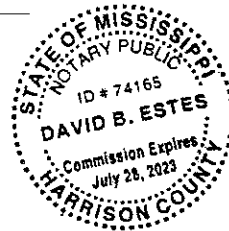

Ellen V. Adams

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of July, 2019, within my jurisdiction, the within named Daniel B. Adams, who acknowledged that he executed and delivered the above and foregoing instrument.

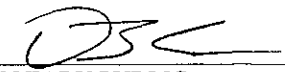

NOTARY PUBLIC

My Commission expires:



STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of July, 2019, within my jurisdiction, the within named Ellen V. Adams, who acknowledged that she executed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My Commission expires:



PERMITS/INSP PAYMENT RECPT#: 11324931
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 06/07/22 TIME: 15:43
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

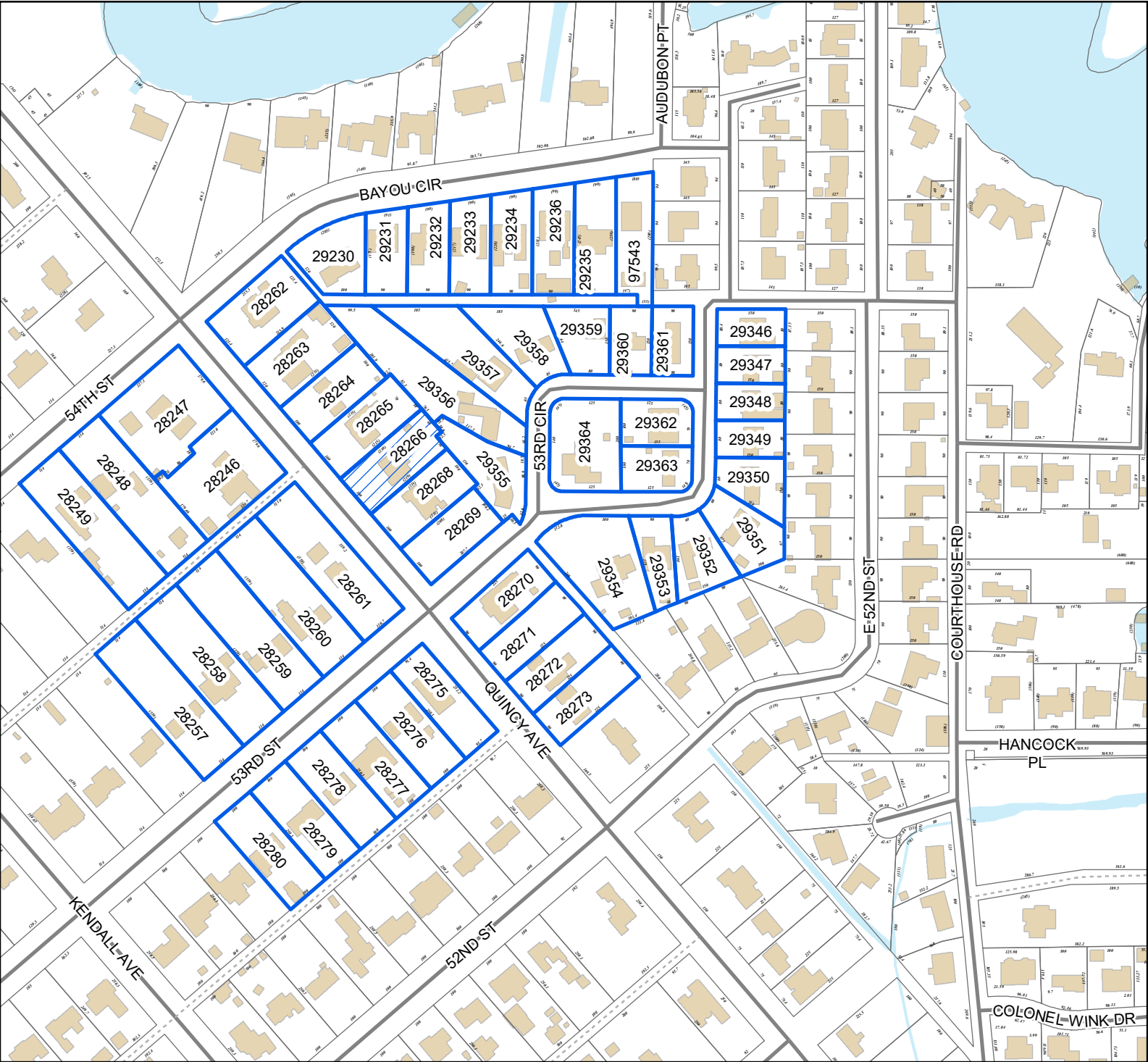
CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CREDIT CARD
 06424D

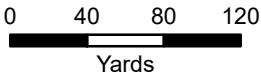
REFERENCE:

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



Legend

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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	28266	0909J-02-071.000	FLOYD PATRICK A & PAMELA B	5304 QUINCY AVE	GULFPORT	MS	39507
			Adjacent Property Owners (2207ZB134)				
	29356	0909J-02-091.000	ALLEN ANNA KATHRYN	60 53RD ST CIR	GULFPORT	MS	39507
	29236	0909J-02-081.000	ALLEN STEPHEN A & KATHERINE L	105 BAYOU CIRCLE	GULFPORT	MS	39507
	29235	0909J-02-082.000	BEASLEY PAULA W -L/E-	103 BAYOU CIR	GULFPORT	MS	39501
	28260	0909J-03-027.000	BOTTERS WILLIAM L & TERRI	10 53RD ST	GULFPORT	MS	39507
	28261	0909J-03-026.000	BRAGG DAVID W & LYNNE U	5301 QUINCY AVE	GULFPORT	MS	39507
	29352	0909J-02-064.000	BRIDLEY CHARLES III	210 SOUTHERN CIRCLE	GULFPORT	MS	39507
	29233	0909J-02-079.000	CAROTHERS MARIANNA	109 BAYOU CIR	GULFPORT	MS	39507
	29230	0909J-02-076.000	CHRISTIAN PETER F & GAYLE WEATHERLY	115 BAYOU CIRCLE	GULFPORT	MS	39507
	28273	0909O-04-007.000	COLE CARLEEN	5204 QUINCY AVE	GULFPORT	MS	39507
	28262	0909J-02-075.000	COOPER JIMMY & SUSAN W	5312 QUINCY AVE	GULFPORT	MS	39501
	29347	0909J-02-059.000	COPPONEX ANNA CLAIRE	4 53RD ST CIR	GULFPORT	MS	39507
	29363	0909J-02-096.000	COPPONEX RICHARD J & SUSAN B	PO BOX 7005	GULFPORT	MS	39506
	28268	0909J-02-070.000	CUEVAS J KIRK & ALICIA E	531 CASTLEBRIDGE LANE	BIRMINGHAM	AL	35242
	29234	0909J-02-080.000	DAVIS CHARLES H & COURTENAY F	107 BAYOU CIR	GULFPORT	MS	39507
	28248	0909J-03-023.000	DULIN SUE E BRYANT -TRUSTEE- ETAL	PO BOX 820	GULFPORT	MS	39502
	28246	0909J-03-025.000	EDELEN CLINTON W & NICOLE	5309 QUINCY AVE	GULFPORT	MS	39507
	29362	0909J-02-095.000	ENOCHS ELIZAETH BENNETT	P O BOX 6187	GULFPORT	MS	39506
	28269	0909J-02-069.000	FAYARD CAROLYN M & JOHNNIE R	4509 COURTHOUSE RD	GULFPORT	MS	39507
	29361	0909J-02-086.000	FREEMAN TRAVIS W & LINDSEY E	50 53RD ST CR	GULFPORT	MS	39507
	29232	0909J-02-078.000	GALLOWAY JOHN W & ANA REED	111 BAYOU CIRCLE	GULFPORT	MS	39507
	29359	0909J-02-088.000	HAHN JOSHUA	54 53RD CIRCLE	GULFPORT	MS	39507
	28279	0909O-04-044.000	HAVARD BURLEY M & DIANE B	15 53RD ST	GULFPORT	MS	39501
	29231	0909J-02-077.000	HOOD JOHN PAYTON & KATHERINE HEWES	113 BAYOU CIR	GULFPORT	MS	39507
	29350	0909J-02-062.000	HOWK WADE C JR & AMY L	7600 MAJORCA PL APT 2048	ORLANDO	FL	32819
	28249	0909J-03-022.000	KLOTZBACH LOUIS S JR & CONNIE B	13 54TH ST	GULFPORT	MS	39507
	29360	0909J-02-087.000	MAYS SKYLER R & EMILY CAMPBELL	52 53RD ST CIR	GULFPORT	MS	39507
	28257	0909O-04-050.000	MCCORMICK ROBERT M & SAVNER SHAUNN	16 - 53RD STREET	GULFPORT	MS	39507
	29354	0909J-02-066.000	MIDDLETON MICHAEL A JR	18 53RD CIRCLE	GULFPORT	MS	39507
	28259	0909J-03-028.000	MOOERS ANGELA RYLAND	12 53RD STREET	GULFPORT	MS	39507
	28247	0909J-03-024.000	NELSON BELINDA F	5311 QUINCY AVE	GULFPORT	MS	39507
	29364	0909J-02-093.000	NEWMAN CYNTHIA ELIZABETH	13 53RD ST CIR	GULFPORT	MS	39507
	28264	0909J-02-073.000	PIPPIN NANCY ANN	5308 QUINCY AVE	GULFPORT	MS	39501
	29346	0909J-02-058.000	POLK JASON S & JENNIFER B	91 BAYOU CIR	GULFPORT	MS	39507
	29348	0909J-02-060.000	RANDALL CHRISTOPHER JACKSON	#6 53RD CIRCLE	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	29358	0909J-02-089.000	REHMANN MARYELIZABETH	56 53RD CIR	GULFPORT	MS	39507
	28270	0909J-02-067.000	RICE JOHN H & SUZANNE E	5210 QUINCY AVE	GULFPORT	MS	39507
	29355	0909J-02-092.000	RICHER STEPHEN BRUCE	62 53RD CIR	GULFPORT	MS	39507
	28263	0909J-02-074.000	RIEMANN DAVID F & THERESA D-TRUSTEE	5310 QUINCY AVE	GULFPORT	MS	39507
	28275	0909O-04-048.000	ROLLINS JOHN M & SARAH D	5213 QUINCY AVE	GULFPORT	MS	39501
	28276	0909O-04-047.000	RPB REAL ESTATE HOLDING LLC	9 53RD STREET	GULFPORT	MS	39507
	29351	0909J-02-063.000	RYAN RAE ANNE & PHILIP A JR	12 53RD ST	GULFPORT	MS	39507
	29353	0909J-02-065.000	SHARROW DONALD BRENT & AMANDA P	15 53RD CIRCLE	GULFPORT	MS	39507
	28278	0909O-04-045.000	SHAW DAVID ALAN	13 53RD ST	GULFPORT	MS	39507
	28258	0909O-04-049.000	SHAW KEVIN B & SHARON G	14 53RD ST	GULFPORT	MS	39507
	97543	0909J-02-082.001	SHEELEY MICHAEL D	101 BAYOU CIR	GULFPORT	MS	39507
	28265	0909J-02-072.000	STOREY NANCY	5306 QUINCY AVE	GULFPORT	MS	39507
	29349	0909J-02-061.000	THAMES JAMES H JR & KATHERINE H	8- 53RD STREET CIRCLE	GULFPORT	MS	39507
	28277	0909O-04-046.000	URIE JOSEPH LEROY	11 53RD ST	GULFPORT	MS	39507
	29357	0909J-02-090.000	WILLIAMS KAREN D A & STEVEN R	58 53RD STREET CIR	GULFPORT	MS	39507
	28272	0909O-04-006.000	WILLIAMS NELL C -L/E-	5206 QUINCY AVE	GULFPORT	MS	39507
N	28271	0909O-04-005.000	WILLIAMS NELL C -L/E-	5206 QUINCY AVE	GULFPORT	MS	39507
	28280	0909O-04-043.000	WITTMANN WILLIAM T	17 53RD ST	GULFPORT	MS	39507

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:**

IPL0079847

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.64

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 30, 2022 9:58:02 PM EDT

Amount:

32.64

SCHEDULE FOR AD NUMBER IPL00798470

July 6, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00798470**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, July 21, 2022, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

ward 2
Variance 2207ZB137, by agent Ben
Sellers, tax parcel 0911A-02-101.000,
Variance for parking size and location,
parking in front of the structure, 400
Beach Dr, Zoned T5 (Urban Center
Zone), Ward 2
This the 30th day of June 2022
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Ad-
justment and Appeals
W00000000
Publication Dates

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

RE: Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4 To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, July 21, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, July 21, 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.

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

Re: Variance 2207ZB136:

Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2207ZB136

Hearing Date: July 21, 2022

Current Zoning/Use: B-2 / Commercial Structures

Legal: Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

TECHNICAL DETAILS

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

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

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

Technical Report

VARIANCE

The applicant requests two variances, 1) Variance in order to exceed the allotment for accessory buildings size as well as a variance to reduce parking, located at 615 Pass Road and 601 through 613 Pass Road. The applicant would like to construct three outdoor pavilions and two tunnel structures. Pavilions will be 20'x 30', 12'x 20', and 30'x14'. Tunnels will be a minimum size of 25' x7' and 70' x 10'. Further, the applicant request to have 137 parking spaces where 215 spaces are required. The existing building will be renovated into a Model Train Museum, which will be a change of use. Therefore, the site must conform to parking requirements for the new use that will occupy these particular buildings. In addition, the city ordinance states that not all accessory buildings can exceed one thousand square feet.

- (a) The applicant notes that 615 Pass Road is an existing building that is being renovated to a Model Train Museum. While the occupancy changed when a new certificate of occupancy was granted on 7-16-2021, the existing shell has always been served by the existing parking lot. 601-613 Pass Road will remain the existing occupancy at this time. The parking lots shall be combined in order to provide better circulation and to eliminate the open access to Pass Road. The parking lot shall be brought up to compliance in all aspects other than the parking count. Further, additional parking spaces that do not currently exist will be created at the back for employees. Some of the vacant storage area shall be converted to parking; 40,000 square feet shall be dedicated to outdoor museum amenities such as train stations, snack areas, and birthday party pavilions. These covered structures are critical to enjoyment of the outdoors in the warm months. The train funnels are simply a fun amenity that increases the guests' enjoyment.
- (b) In the application, the applicant cites that the need for a parking variance on this lot would have been inherent to any change of occupancy. In addition, the staff have found that there are several businesses that have been approved for similar parking variances in this area.
- (c) Utilization of the entire building footprint the existing parking is limited in ability to expand. If parking is found to be insufficient during peak events, the owners will enter a cooperative agreement with shuttle services.
- (d) The applicant feels that the museum will attract significant tourism and creating outdoor area instead of expanding parking will increase the economic value of the project.
- (e) The approval of this variance would not confer to the applicant special privileges due to approvals of similar variance request in this particular area. However, it should be noted that the applicant must combine parcels before building permit can be issued.
- (f) This property is zoned B-2 (General Business) in which allows the use of a train museum by right.

EXECUTIVE SUMMARY

In review of the application submitted by the applicant and staff assessment of the surrounding area, staff have found there have been similar variances approved in this surrounding area. In addition, please note that applicant must combine parcels before building permit can be issued.

Any approval should consider these conditions:

1. Variance approval would allow for 137 parking spaces where 215 spaces are required.
2. Variance approval would allow applicant to exceed allotment for accessory building size.

12/2

Technical Report

VARIANCE

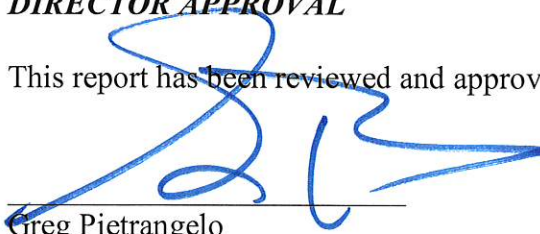
3. Applicant must combine parcels before building plans can be issued.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No comment as of 7/13/2022.
<u>Public Works:</u>	No conditions. Memo dated 7/12/2022.
<u>Traffic and Safety:</u>	No conditions. Memo dated 7/11/2022.
<u>Building Code Services:</u>	This area is in the Fire District, Type V construction is not allowed. All other construction shall comply with the international Building Code 2012. Pending use and occupant load of additional structures a NFPA sprinkler system may be required. Memo dated 7/7/2022.
<u>GIS:</u>	No conditions. Memo dated 7/12/2022.
<u>Police Department:</u>	No comment as of 7/7/2022.
<u>Fire Department:</u>	No conditions. Memo dated 7/8/2022.
<u>City Arborist:</u>	No conditions. Memo dated 7/11/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



620 PASS RD

3205 HEWES AVE

600 PASS RD

608 PASS RD

PASS RD

641 PASS RD

635 PASS RD

2ND ST

529 32ND ST

527 32ND ST

613 PASS RD 609 PASS RD 607 PASS RD 601 PASS RD

605 PASS RD 603 PASS RD

615 PASS RD

615 PASS RD A

607 PASS RD

304 HEWES AVE

531 1ST ST

531 1ST ST

31ST ST

3022 HEWES AVE 531 3

3003 HEWES AVE

3001 HEWES AVE

600 MISSISSIPPI ST

MISSISSIPPI ST

3000 HEWES AVE

2927 HEWES AVE

637 MISSISSIPPI ST A

631 MISSISSIPPI ST A 631 MISSISSIPPI ST C

637 MISSISSIPPI ST 637 MISSISSIPPI ST C

625 MISSISSIPPI ST

617 MISSISSIPPI ST



WATTERS

ARCHITECTURE

MCMRM Museum Build-Out

615 Pass Road, Gulfport MS 39503



Overall Site Rendering

VARIANCE SUBMISSION

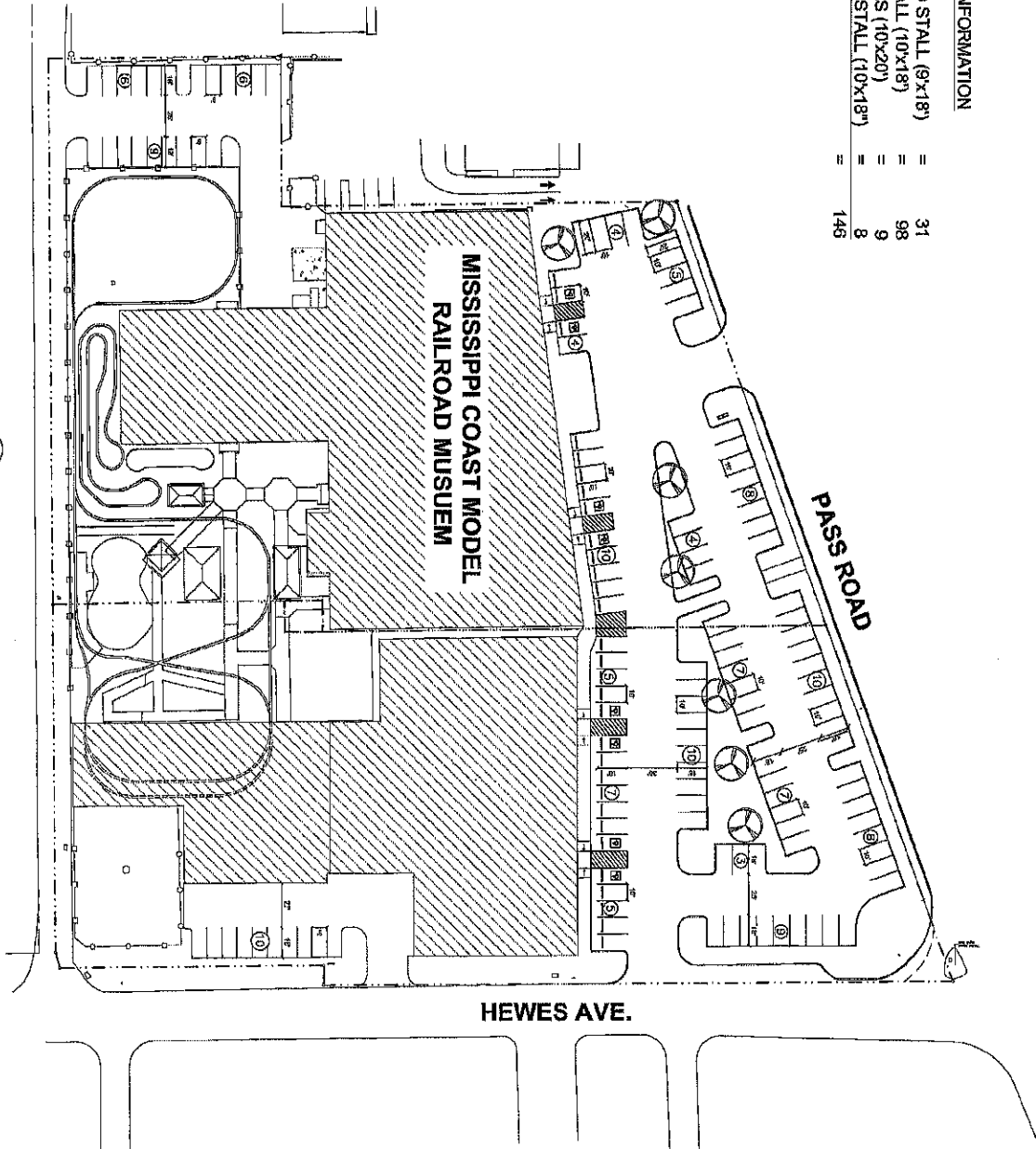
V2

Plotted On: 6/6/22

Date: 06/07/2022

PARKING INFORMATION

STANDARD STALL (9'x18')	=	31
WIDER STALL (10'x18')	=	98
VAN STALLS (10'x20')	=	9
HANDICAP STALL (10'x18')	=	8
TOTALS	=	146



1
C200
SCALE: 1" = 30'

PROPOSED SITE PLAN

MISSISSIPPI COAST MODEL RAILROAD MUSEUM

MISSISSIPPI COAST MODEL RAILROAD MUSEUM
GULFPORT, MISSISSIPPI

LIVE OAK
ENGINEERING
3033 JENNIFER AVENUE
GULFPORT, MISSISSIPPI 39503
(601) 833-1111

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNER

CHECKED BY

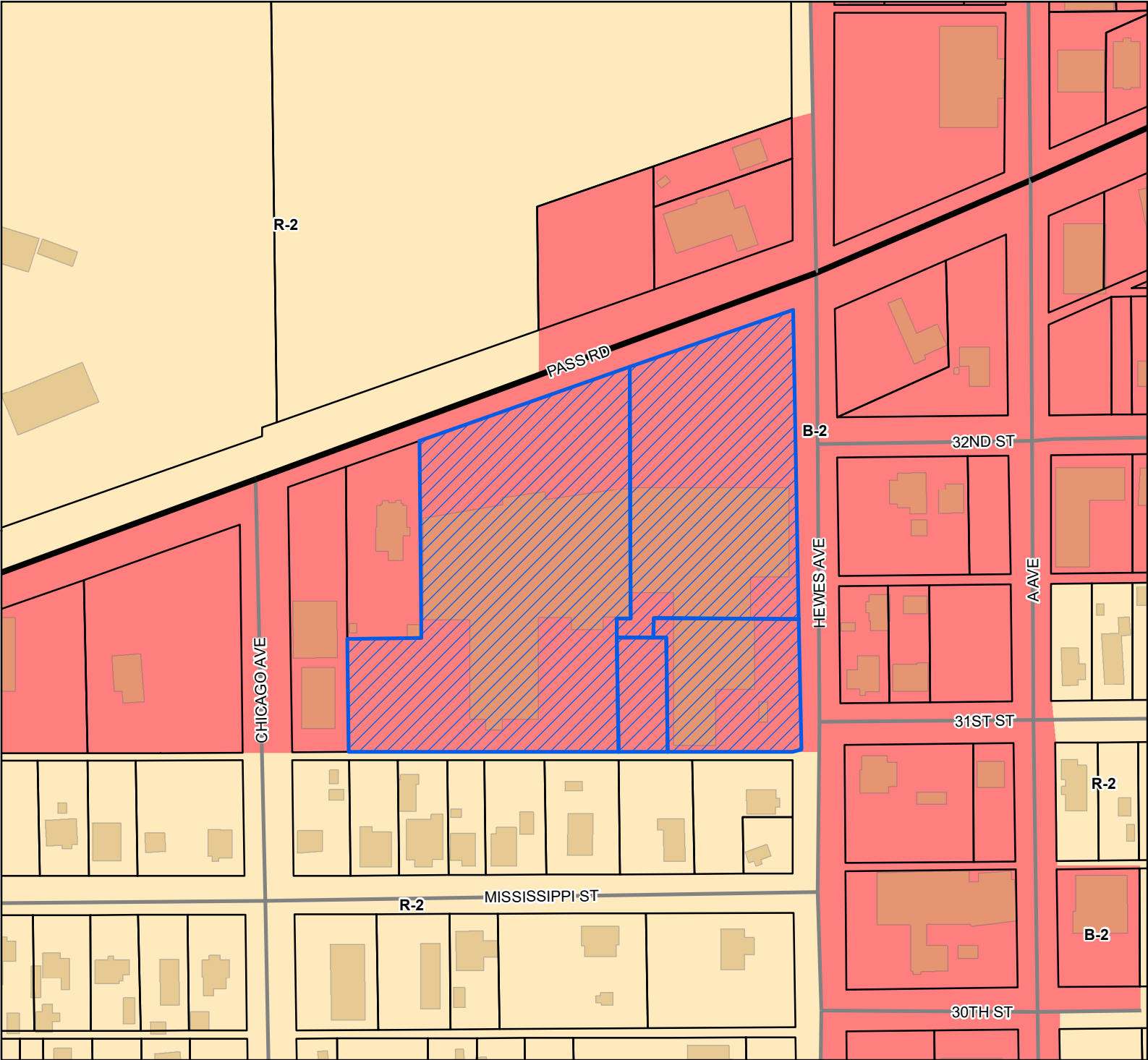
DATE

PROJECT NO.

C200

PROJECT NAME

MISSISSIPPI COAST MODEL RAILROAD MUSEUM



Site

US or State Highway

Street

Parcels

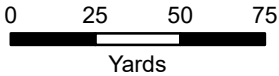
Buildings

Zoning

B-2 - General Business District

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

Site Information
0910M-02-002.000
0910M-02-001.000
0910M-02-010.000
0910M-02-009.000
Zoning: B-2 (General Business District)
Size: 5.1 acres
Flood: X



1 inch = 170 feet



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

\$75.00



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

For Staff Use Only

Case File #: 2207ZB134

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	9	1	0	M
0	9	1	0	M
0	9	1	0	M

 -

0	2
0	2
0	1

 -

0	0	2
0	0	1
0	1	0

 •

0	0	0
0	0	0
0	0	0

(If necessary, use separate sheet of paper)
0910M-02-009-000

Address of Property Involved: 615 Pass Road, 601-613 Pass Road

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

General Location: Corner of Hewes Avenue & Pass Road

GENERAL DESCRIPTION OF REQUEST:

137 parking spaces
We seek a reduction to the parking count based on a stated occupancy rather than a calculated occupancy.

We also seek permission to construct 3 outdoor pavilions plus 2 outdoor tunnel structures.

Pavilions: 20x30, 12x20, 30x14 Tunnels: min of 25x7, 70x10

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

Richard P. Mueller, Jr.

Printed Name Of Owner
15384 5th Street

Mailing Address
Gulfport, MS 39503

City State Zip code
228.206.7920

Home Phone Work/Cell Phone
home1@rpmppizza.com 231-675-3189

Email
Richard P. Mueller, Jr.
Signature Of Owner

AGENT

Leah Watters, Watters Architecture

Printed Name Of Agent
133 Davis Avenue, Suite K

Mailing Address
Pass Christian, MS 39571

City State Zip code
228.222.5672 / 228.276.9006

Home Phone Work/Cell Phone
leah@wattersarch.com

Email
Leah Watters
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.

06.07.2022

Gulfport Variance Request - Supplemental Sheet

at: 615 Pass Road, Gulfport MS 39507

for: Richard P. Mueller, MS Coast Model Railroad Museum (MCMRM)
% Leah Watters, Watters Architecture
leah@wattersarch.com
228.276.9006

General Description of Request:

Variance request for:

B. Variance Request 1: Number of outbuildings - 4 pavilions and 2 train tunnels

A. Variance Request 2: Number of parking spaces reduced

	Building Address		Totals
	601-613	615	
Occupants based on Area	1879 persons	357 persons	-
Declared Occupancy	613 persons	357 persons	970 persons
Parking Spaces required based on */**	154 spaces *	62 spaces **	215 spaces
Parking Provided On-Site	-	-	137 spaces

* Theater/Convention Hall occupancy of 1 space per 4 occupants (using declared occupancy)

* * Retail occupancy of 1 space per 300 sf gross floor area

Questions:

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

Response: 615 Pass Road is an existing buildings that is being renovated to a Model Train Museum. While the occupancy changed when a new Certificate of Occupancy was granted on 7-16-2021 (Permit No. 202002143), the existing shell has always been served by the existing parking lot. 601-613 Pass Road will remain the existing occupancy at this time. The parking lots shall be combined in order to provide better circulation and to eliminate the open access to Pass Road. The parking lot shall be brought into compliance in all aspects other than the parking count. Additional parking spaces that do not currently exist will be created at the back for employees.

While some of the vacant, storage area shall be converted to parking, 40,000sf shall be dedicated to outdoor museum amenities: train stations, snack areas, and birthday party pavilions. These covered structures are critical to enjoyment of the outdoors in South Mississippi in the warm months. The train tunnels are simply a fun amenity that increases the guests' enjoyment of the immersive experience.

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

Response: The need for a parking Variance on this lot would have been inherent to any change of occupancy. A change of occupancy seems inevitable in light of the saturation of furniture/appliance/large retail on Pass Road.

The new use of the building as a museum necessitates shade structures.

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

Response: The owners are converting a blighted property into one that will become a gem along Pass Road, and within Gulfport. Utilization of the entire building footprint and fenced area is required in order to maximize museum programming. As such, the existing parking is limited in ability to expand. If parking is found to be insufficient during peak events, the owners will be enter into a cooperative agreement with shuttle services.

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

Response: The museum is on track to be the Largest Model Train Museum in the World, a title that will attract significant tourism. Creating outdoor area instead of expanding parking will increase the economic value of the project.

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

Response: The investment into developing these properties into a world-class museum outweigh any special benefits granted by reducing parking counts.

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

Response: The building changed occupancies in a previous building permit application. All other aspects of the building are expected to be by right.



Designation of Agent

I, Richard P. Mueller, Jr., being owner of the property 601 - 613 Pass Road, 615 Pass Road, Gulfport MS
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application hereby authorize Leah Watters or Trey Strawhorn 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.

Richard P. Mueller, Jr.

Signature

6-7-22

Date

Michigan Charlevoix
STATE OF ~~MISSISSIPPI~~ | COUNTY OF ~~HARRISON~~

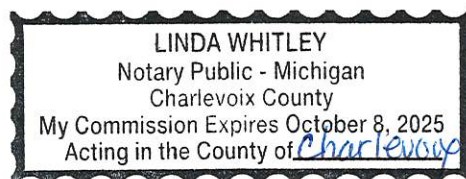
Given under my hand and seal of office this the 7 day of June, 2022

Linda Whitley

Notary Public

10-8-25

Commission Expiration





Covenant Affidavit

I, Richard P. Mueller, Jr., being owner or agent of the property 601 - 613 Pass Road, 615 Pass Road, Gulfport MS

PRINT NAME

PRIMARY ADDRESS OR PARCEL

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

Richard P. Mueller, Jr.

Signature

6-7-22

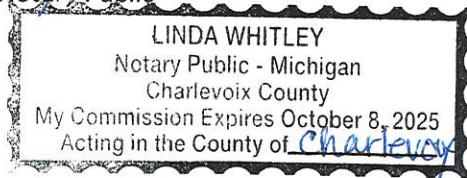
Date

Michigan
STATE OF ~~MISSISSIPPI~~ | COUNTY OF ~~HARRISON~~ Charlevoix

Given under my hand and seal of office this the 7 day of June, 20 22

Linda Whitley

Notary Public



10-8-25

Commission Expiration

SCANNED



[Signature] 1st Judicial District
Instrument 2019 1243 D - J1
Filed/Recorded 3/ 1/2019 02:00 P
Total Fees \$ 12.00
3 Pages Recorded

Prepared by:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975
MS Bar No. 06963

Return to:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975

Indexing: NE 1/4 of SW 1/4, Sec. 35, T7S, R11W, First Judicial District, Harrison Co., MS

REVIEWED

WARRANTY DEED

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

Kevin C. Ruttley and wife,
Candice L. Ruttley
5291 Pitre St.
Marrero, Louisiana 70072
(504) 491-5123

do hereby sell, convey and warrant unto

Richard P. Mueller, Jr.
15384 5th St.
Gulfport, Mississippi 39503
(228) 206-7920

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

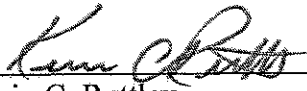
See Attached Exhibit "A"

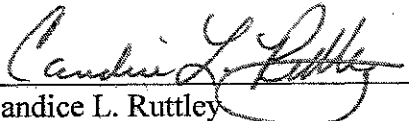
THIS CONVEYANCE is subject to any and all recorded easements, rights-of-way, minerals reservations and restrictive covenants applicable to subject property.

2

AD VALOREM TAXES for the current year are hereby prorated and assumed as of this date by the Grantee(s) herein.

WITNESS the signature(s) of the Grantor(s) on this the 1st day of March, 2019.


Kevin C. Ruttle


Candice L. Ruttle

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 1st day of March, 2019, within my jurisdiction, the within named Kevin C. Ruttle and wife, Candice L. Ruttle, who acknowledged that they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.


NOTARY PUBLIC
My Commission Expires

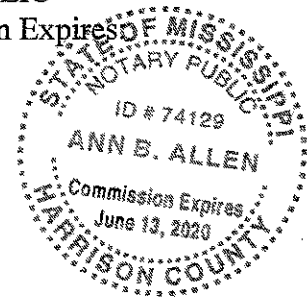


EXHIBIT "A"

A parcel of land situated and being located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and also containing all of Lots 8 through 17, inclusive, and a part of Lot 18, Block 1, Manhattan Addition and being more particularly described by a metes and bounds perimeter description as follows, to-wit:

COMMENCING at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 7 South, Range 11 West; thence run South 89 degrees 42 minutes 41 seconds West 224.30 feet and along the north line of Block 1, Manhattan Addition (Plat Book 3, Page 64) to the POINT OF BEGINNING; thence run from said POINT OF BEGINNING North 00 degrees 30 minutes 00 seconds West 327.76 feet to the southerly margin of Pass Road; thence run South 70 degrees 34 minutes 52 seconds West 270.83 feet along the southerly margin of Pass Road; thence run South 00 degrees 30 minutes 00 seconds East 239.00 feet to the north line of Block 1, Manhattan Addition; thence run South 89 degrees 42 minutes 41 seconds West 90.00 feet along the north line of Block 1, Manhattan Addition; thence run South 00 degrees 30 minutes 00 seconds East 140.00 feet to the south line of said Lot 18, Block 1, Manhattan Addition; thence run North 89 degrees 42 minutes 41 seconds East 327.34 feet along the south line of Lots 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, and 8, Block 1, Manhattan Addition to the Southeast corner of said Lot 8; thence run North 00 degrees 32 minutes 13 seconds West 140.00 feet along the east line of said Lot 8 to the Northeast corner of said Lot 8; thence run North 89 degrees 42 minutes 41 seconds East 18.95 feet along the north line of said Block 1 to the POINT OF BEGINNING.

LESS AND EXCEPT:

A parcel of land situated and being located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at a half inch iron rod found at the intersection of the easterly margin of Chicago Avenue and the southerly margin of Pass Road; thence run North 70 degrees 34 minutes 52 seconds East along the southerly margin of Pass Road a distance of 461.11 feet to a magnetic nail found on the southerly margin of Pass Road; thence run South 00 degrees 30 minutes 00 seconds East a distance of 304.76 feet to the POINT OF BEGINNING; thence continue from said POINT OF BEGINNING South 00 degrees 30 minutes 00 seconds East a distance of 23.00 feet to a point on the north line of Lot 7, Block 1, MANHATTAN ADDITION (Plat Book 3, Page 64); thence run South 89 degrees 42 minutes 41 seconds West along the north line of said Lot 7 a distance of 18.95 feet to a point at the northwest corner of said Lot 7; thence run North 00 degrees 30 minutes 00 seconds West a distance of 23.00 feet to a point; thence run North 89 degrees 42 minutes 41 seconds East a distance of 18.95 feet to the POINT OF BEGINNING.
Said parcel contains 436 square feet, more or less.

Our File: B220112

Prepared by & return to:

Schwartz, Orgler & Jordan, PLLC

P O Box 4682

Biloxi, MS. 39535

228-388-7441

INDEX: Lots 1-7, Blk 1, Manhattan Addition &
E1/2 of the SW1/4 of Sec. 35-7-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

THE PEOPLES BANK, BILOXI, MISSISSIPPI,

P. O. Box 529, Biloxi, MS 39533, (228) 435-8213,

does hereby sell, convey and specially warrant unto

RICHARD P. MUELLER,

720 Parkwood Drive, Long, MS 39560, (228)863-8110,

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:

That certain lot of land situated and being in the NE 1/4 of SW 1/4 of Section 35, Township 7 South, Range 11 West, in the City of Gulfport, in Harrison County, Mississippi, described as follows:

Beginning at the point of intersection of the South margin of Pass Christian-Biloxi Back Road with the West margin of Hewes Avenue (which point is on the East line of the NE 1/4 of SW 1/4 of said Section 35), and from said point of beginning running thence South along the said East line of the NE 1/4 of SW 1/4 of said Section 35 (being along the West margin of Hewes Avenue a distance of 382.9 feet to the Northeast corner of the Property of Henn, being at a point which is 21.7 feet North of the Northeast corner of the SE 1/4 of SW 1/4 of said Section 35; running thence West along the North fence line of property of Henn a distance of 187.5 feet to the Northeast fence corner of property of Henn, being at a point which is 22.8 feet North of the South line of said NE 1/4 of SW 1/4; running thence South a distance of 22.8 feet to the South line of said NE 1/4 of SW 1/4 of Section 35; running thence West along the South line of said NE 1/4 of SW 1/4 a distance of 26 feet; running thence North 0 degrees 30 min. West a distance of 332.6 feet to a point in the South margin of the Pass Christian-Biloxi Back Road; running thence North 70 deg. 30 min. East along the South margin of said road, a distance of 229 feet to the point of beginning.

Being bounded on the East by the East line of said NE 1/4 of SW 1/4 of said Section 35, on the South by lands of Henn and by the South line of said NE 1/4 of SW 1/4, on the West by lands of Mayer and on the North by the Pass Christian-Biloxi Back Road.

*True & Certified Copy
of the original*

Being the same land conveyed by H.R. Barber, Robert Barber, Jr., Edwin F. Barber and Wilbur Marvin to Gulfport, Mississippi Commercial Properties Development Corporation by deed dated February 5, 1959, recorded in Deed Book 445 pages 373-5 of Harrison County, Mississippi, and dated February 5, 1959.

AND, that certain parcel of land beginning at the Northwest corner of Lot 7, Block 1, Manhattan Addition to the City of Gulfport, which point is on the South line of the NE 1/4 of SW 1/4 of Section 35, Township 7 South, Range 11 West, and from said point of beginning running thence North 23 feet, thence East 50 feet; thence South 23 feet, to the Northeast corner of Lot 6, Block 1, Manhattan Addition, which is also on the South line of the said NE 1/4 of SW 1/4 which is also the North line of said Lots 6 and 7, Block 1, Manhattan Addition; thence westerly along the North line of said Lots 6 and 7 to the point of beginning.

Being located in and a part of the NE 1/4 of SW 1/4 of Section 35, Township 7 South, Range 11 West, Harrison County, Mississippi.

Being the same land conveyed by Charles D. Mason et al to H.R. Barber et al by deed dated April 15, 1963, recorded in Deed Book 513, page 91 of First Judicial District, Harrison County, Mississippi.

AND, Lots 6 and 7, Block 1 of Manhattan Addition to the City of Gulfport, Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

AND, a parcel of land situated and being located in the NE 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 35, Township 7 South, Range 11 West and being comprised of all of Lots 1, 2, 3, 4, and 5, Block 1 of Manhattan Addition, a strip lying North and adjacent to said Lots, and a strip lying East and adjacent to said Lots and being more particularly described as:

Commencing at the NE corner of Lot 1, Block 1, Manhattan Addition; thence run North 00 deg. 23' East 20.7 feet to the Point of Beginning; thence run from said Point of Beginning, South 89 deg. 41' East 10.6 feet along an old fence to the apparent westerly margin of Hewes Avenue; thence run South 00 deg. 47' West 159.4 feet along the apparent westerly margin of Hewes Avenue; thence run South 82 deg. 16' West 9.6 feet along an old fence line to the SE corner of said Lot 1; thence run West 150.0 feet along the South line of said Lots 1, 2, 3, 4 and 5 to the SW corner of said Lot 5; thence run North 00 deg. 23' East 140.0 feet to the NW corner of said Lot 5; thence run West 15.5 feet; thence run North 00 deg. 23' East 21.6 feet; thence run South 89 deg. 41' East 165.5 Feet along an old fence line to the Point of Beginning.

Being the same land conveyed by Flora Bubbles Henn Talbot to Wilbur Marvin et al by deed dated September 22, 1988, recorded in Deed Book 1113 at pages 160-161 of First Judicial District, Harrison County, Mississippi.

LESS AND EXCEPT a perpetual easement conveyed to the City of Gulfport, Mississippi in the Northeast corner of subject property as shown in instrument dated April 5, 1982 and recorded in Deed Book 927 at Page 579 of the Land Deed Records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, lease agreements and memorandums, 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.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY), (ii)

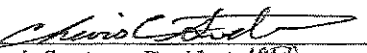
HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN BREAKS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, ANY STATE WATER, NATURAL RESOURCE OR SOLID WASTE DISPOSAL CODE OR ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PROPERTY, OR LAND OWNED BY THIRD PARTIES; RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR

REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND ANY AND ALL WARRANTIES AND COVENANTS ARISING UNDER STATE LAW DO NOT APPLY TO THIS CONVEYANCE. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO PURCHASER'S SATISFACTION AND THAT THE PURCHASE PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THIS CONVEYANCE WAS MADE BY SELLER WITHOUT WARRANTY OR REPRESENTATION (EXCEPT THE LIMITED WARRANTY OF TITLE TO REAL PROPERTY). PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RELIED ONLY UPON PURCHASER'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER

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

IN WITNESS WHEREOF, The Peoples Bank, Biloxi, Mississippi has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 18th day of March, 2022.

The Peoples Bank, Biloxi, Mississippi

BY: 
Chevis Sweetman, President / CEO

STATE OF MISSISSIPPI

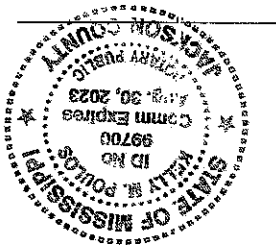
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Chevis Swetman, who acknowledged that he is the President of The Peoples Bank, Biloxi, Mississippi, and as its act and deed, he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of March, 2022.


NOTARY PUBLIC

My Commission Expires:



MCMRM Museum Build-Out

615 Pass Road, Gulfport, MS, 39503



WATTERS
ARCHITECTURE

MCMRM Museum Build-Out

615 Pass Road, Gulfport MS 39503



Front Facade Rendering

VARIANCE SUBMISSION

V.1

Plotted On: 6/8/22

Date: 06/07/2022



WATTERS | **MCMRM Museum Build-Out**
 ARCHITECTURE
 228.276.8006 leah@wattersarch.com www.wattersarch.com
 133 Davis Avenue Ocean Springs, MS 39564

615 Pass Road, Gulfport MS 39503



Overall Site Rendering

V.2

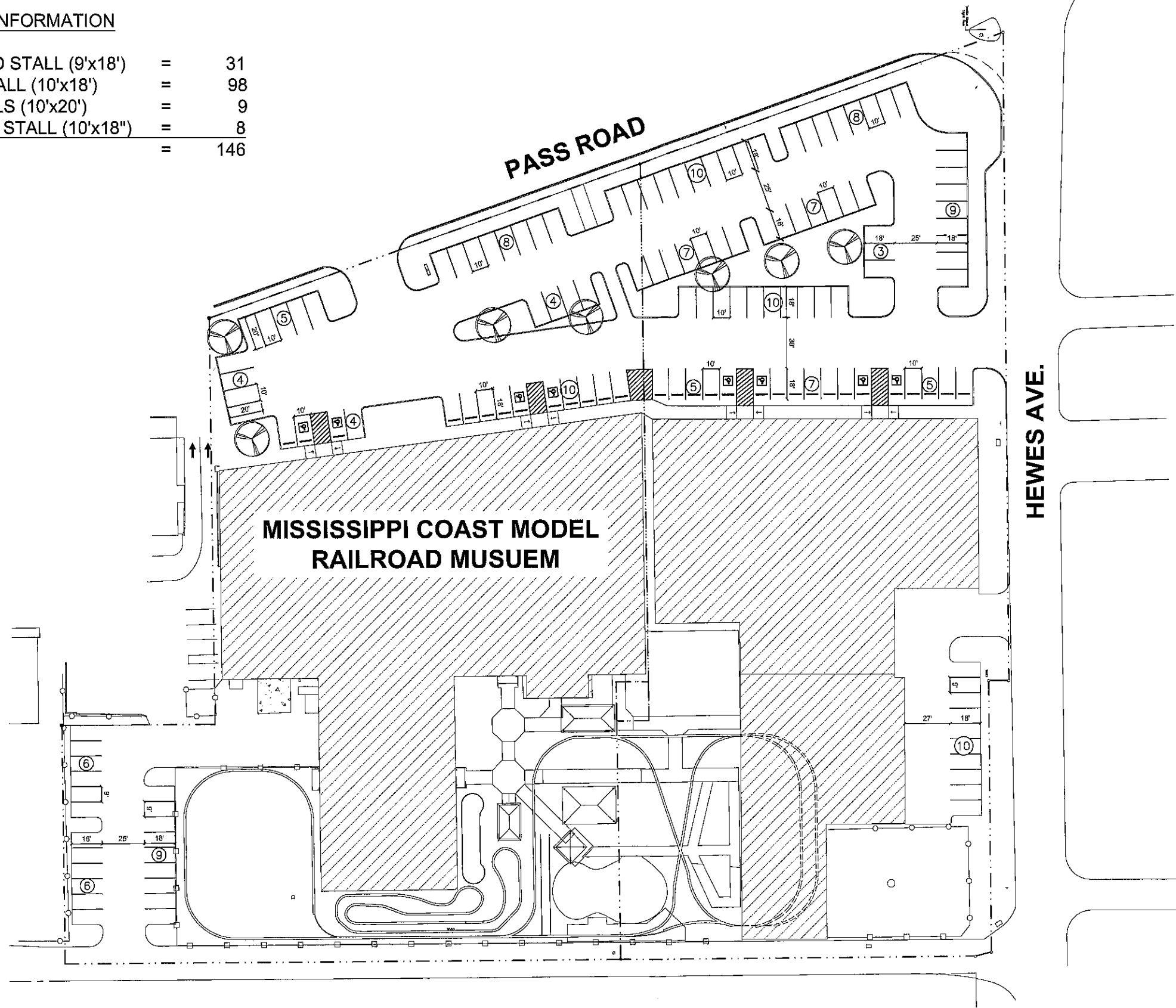
Plotted On: 6/8/22

VARIANCE SUBMISSION

Date: 06/07/2022

PARKING INFORMATION

STANDARD STALL (9'x18')	=	31
WIDER STALL (10'x18')	=	98
VAN STALLS (10'x20')	=	9
HANDICAP STALL (10'x18")	=	8
TOTALS	=	146



1 PROPOSED SITE PLAN
SCALE: 1" = 30'

SHEET REVISIONS:

#	DATE/REFERENCE

STAMP:

SHEET TITLE:

PRELIMINARY
SITE PLAN

DATE: 08.08.2022
SHEET NUMBER:
C200

PERMITS/INSP PAYMENT RECPT#: 11329811
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 06/10/22 TIME: 12:31
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

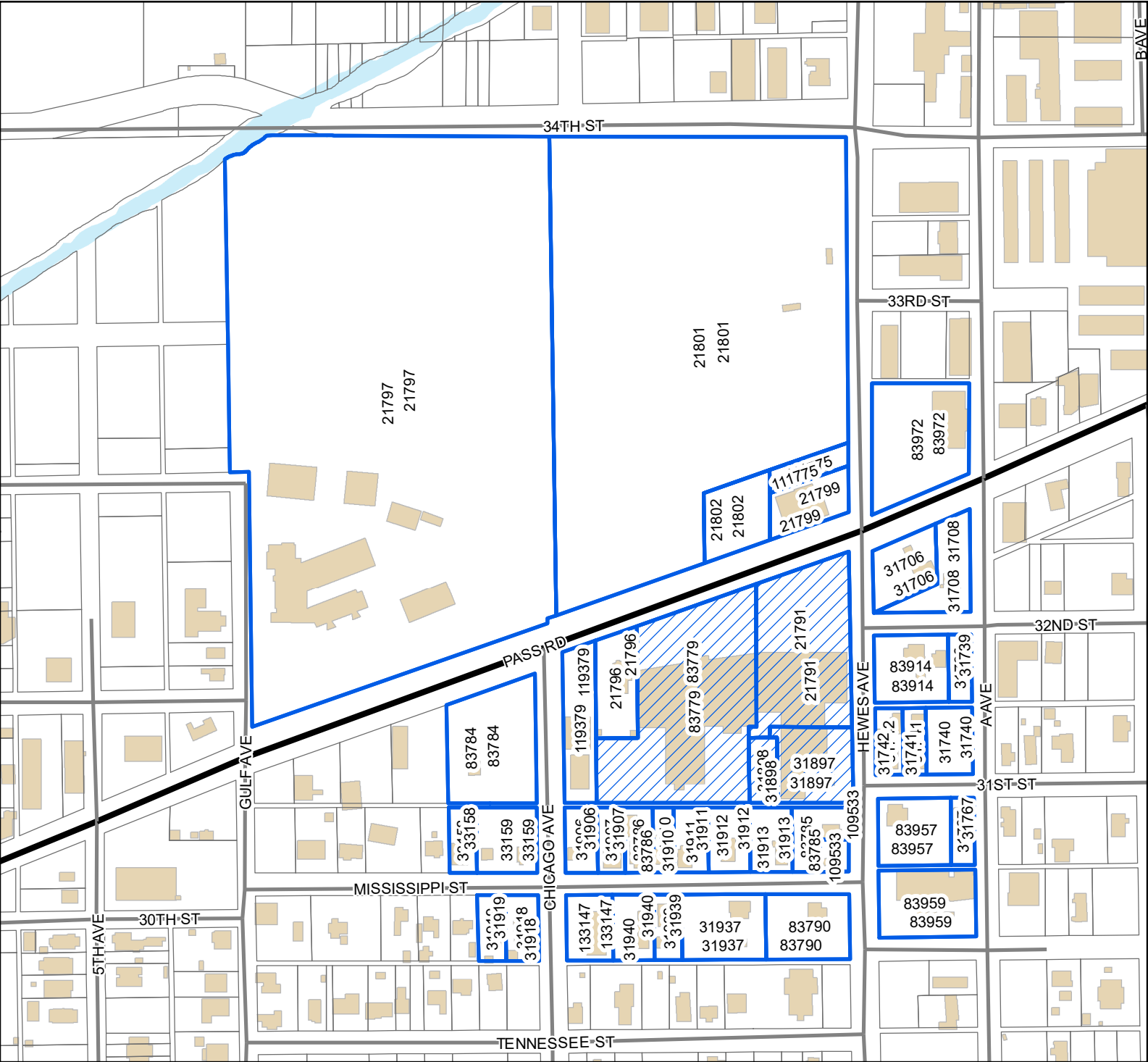
PAID BY:
PAYMENT METH: CHECK
2691

REFERENCE:

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

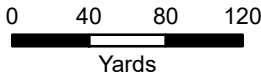
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83779	0910M-02-002.000	RICHARD P MUELLER, JR (OWNER)	15384 5TH ST	GULFPORT	MS	39503
N	21791	0910M-02-001.000	RICHARD P MUELLER, JR (OWNER)	15384 5TH ST	GULFPORT	MS	39503
N	31897	0910M-02-010.000	RICHARD P MUELLER, JR (OWNER)	15384 5TH ST	GULFPORT	MS	39503
N	31898	0910M-02-009.000	RICHARD P MUELLER, JR (OWNER)	15384 5TH ST	GULFPORT	MS	39503
			LEAH WATTERS, WATTERS ARCHITECTURE (AGENT)	133 DAVIS AVENUE, SUITE K	PASS CHRISTIAN MS		39571
			Adjacent Property Owners (2207ZB136)				
	31919	0910M-02-030.000	A-2 PROPERTIES LLC	2641 PALMER DR	GULFPORT	MS	39507
	83784	0910M-02-005.001	AUSSIE HOLDINGS LLC	14063 MADDIE CIRCLE	DIBERVILLE	MS	39540
	31742	0910N-05-013.000	BENTZ SHELLEY CORRINNE	526 31ST STREET	GULFPORT	MS	39507
	31912	0910M-02-014.000	BESNIER JEANINE	4651 E BEVERLY LN	PHOENIX	AZ	85032
	119379	0910M-02-002.001	BISSELL JOHN J & MARY S	3514 LOULU PLACE	DIAMONDHEAD	MS	39525
	111775	0910M-01-002.001	BRATTON MARY LYNN	1122 28TH ST	GULFPORT	MS	39501
	31741	0910N-05-014.000	BREWER INGLE C JR & ROBINSON LEE M	7360 RUSHING ROBINSON RD	BILOXI	MS	39532
	21801	0910M-01-001.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	31906	0910M-02-019.000	CHESTER BARRY A & ARITA J	634 MISSISSIPPI ST	GULFPORT	MS	39501
	21799	0910M-01-002.000	D&S LLC	600 PASS RD	GULFPORT	MS	39501
	83959	0910N-05-036.000	DELK CHARLES H & ROSE MARY-TRUSTEES	37 GREENBRIAR DR	GULFPORT	MS	39507
	83972	0910N-07-015.000	DIBS CHEMICAL & SUPPLY CO INC	542 PASS RD	GULFPORT	MS	39501
	31907	0910M-02-018.000	DUNNIGAN MARY	632 MISSISSIPPI ST	GULFPORT	MS	39501
	83790	0910M-02-036.000	EDUCATIONAL SUPPORT ORGANIZATION IN	PO BOX 7785	GULFPORT	MS	39506
	21797	0910M-01-004.000	GULFPORT MUNICIPAL SEP SCH DIST	2010 15TH ST	GULFPORT	MS	39501
	83785	0910M-02-011.000	HENRY DAVID L -ESTATE-	P.O. BOX 6329	GULFPORT	MS	39506
	109533	0910M-02-011.001	HENRY SAMUEL R	128-B WAY BRIDGE CIR	R P B	FL	33411
	83786	0910M-02-017.000	HOLLOWAY LISH L & MARCIA E	630 MISSISSIPPI ST	GULFPORT	MS	39501
	21796	0910M-02-003.000	JLNM LLC	617 PASS RD	GULFPORT	MS	39501
	31937	0910M-02-035.000	JONES LILLIE MAE -ESTATE-	617 MISSISSIPPI STREET	GULFPORT	MS	39501
	21802	0910M-01-003.000	LEVY DARLEEN JACOBS	823 ST LOUIS STREET	NEW ORLEANS	LA	70112
	31740	0910N-05-015.000	LIVERMORE JACK W	1107 PENEGRINE CIR E	JACKSONVILLE	FL	32259
	31739	0910N-05-011.000	MONROE MICHAEL H	503 MAGNOLIA LANE	GULFPORT	MS	39507
	83779	0910M-02-002.000	MUELLER RICHARD P JR	15384 5TH ST	GULFPORT	MS	39503
	31918	0910M-02-031.000	PAYNE FRANK PERRY SR -L/E-	701 MISSISSIPPI ST	GULFPORT	MS	39501
	31898	0910M-02-009.000	PEOPLES BANK THE	155 LAMEUSE ST	BILOXI	MS	39531
N	31897	0910M-02-010.000	PEOPLES BANK THE	155 LAMEUSE ST	BILOXI	MS	39531
N	21791	0910M-02-001.000	PEOPLES BANK THE	155 LAMEUSE ST	BILOXI	MS	39530
	83914	0910N-05-012.000	QUIN EDWARD E JR	529 32ND ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	31706	0910N-06-028.000	QUIN EDWARD E JR ETAL	15701 PARKWOOD DR SOUTH	GULFPORT	MS	39503
	31708	0910N-06-027.000	QUIN SHERYL V	24178 LEEWARD DR	GULFPORT	MS	39503
	31940	0910M-02-032.000	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
N	133147	0910M-02-032.001	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
	33158	0910M-02-021.000	STURM WILMA FAYE	710 MISSISSIPPI ST	GULFPORT	MS	39501
	31913	0910M-02-013.000	SWAIN BILLY L	625 MISSISSIPPI ST	GULFPORT	MS	39501
N	31939	0910M-02-033.000	SWAIN BILLY L	625 MISSISSIPPI ST	GULFPORT	MS	39501
N	31911	0910M-02-015.000	SWAIN BILLY L	625 MISSISSIPPI ST	GULFPORT	MS	39501
N	31910	0910M-02-016.000	SWAIN BILLY L	625 MISSISSIPPI ST	GULFPORT	MS	39501
	83957	0910N-05-035.000	THOMPSON GENEVIEVE	P O BOX 6154	GULFPORT	MS	39506
	31767	0910N-05-034.000	THOMPSON GENEVIEVE M & EDWARD	P O BOX 6154	GULFPORT	MS	39506
	33159	0910M-02-020.000	XUONG VO VAN	700 MISSISSIPPI ST	GULFPORT	MS	39507



Legend

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



1 inch = 300 feet



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

RE: Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, July 21, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <https://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, July 21, 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:**

IPL0079847

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.64

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 30, 2022 9:58:02 PM EDT

Amount:

32.64

SCHEDULE FOR AD NUMBER IPL00798470

July 6, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00798470**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, July 21, 2022, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

ward 2
Variance 2207ZB137, by agent Ben
Sellers, tax parcel 0911A-02-101.000,
Variance for parking size and location,
parking in front of the structure, 400
Beach Dr, Zoned T5 (Urban Center
Zone), Ward 2
This the 30th day of June 2022
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Ad-
justment and Appeals
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: July 21, 2022

Re: Variance 2207ZB137:

Variance 2207ZB137, by agent Ben Sellers, tax parcel 0911A-02-101.000, Variance for parking size and location, parking in front of the structure, 400 Beach Dr, Zoned T5 (Urban Center Zone), Ward 2

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2207PC137

Hearing Date: July 21, 2022

Current Zoning/Use: T5/Vacant Lot

Legal: Variance 2207ZB137, by agent Ben Sellers, tax parcel 0911A-02-101.000,
Variance for parking size and location, parking in front of the structure, 400
Beach Dr, Zoned T5 (Urban Center Zone), Ward 2

TECHNICAL DETAILS

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

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

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

Technical Report

VARIANCE

The applicant requests a variance for the location of off-street parking. Specifically, the applicant requests; 1) parking within the first layer of the structure where parking is only allowed behind the building (third layer).

- (a) The applicant mentions the subject property being “L shaped”; the shape of the lot does not allow for the building to be oriented in a manner that would allow for parking to be solely in the rear of the property. There are no hardships presented which are peculiar to the land, structure or building; other properties with the same shape have either conformed or applied for variance.
- (b) The applicant again, only mentions the “irregular shape of the property”, no mentioning of special conditions or circumstances resulting from the applicant were addressed. The applicant was aware of the shape of the lot and the square footage/shape of their building upon applying for applications and permits, which in return, is a direct result created by the applicant.
- (c) The applicant mentions the shape of the subject property to great lengths in each answer; with the shape of the property, the applicant mentions “the orientation of the building needs to be set north to south...” If the building were to be oriented east to west, “it would only exaggerate the problem...” There can be some argument that the shape of the lot does not allow for adequate parking behind the structure; making the structure smaller may be one solution to allow all parking in the rear of the proposed structure. An ordinance change allowing for parking in the first layer (front façade) of the building would be a reasonable solution.
- (d) The applicant makes no mention of the ordinance depriving them of rights commonly enjoyed by adjacent properties. The applicant mentions that if the “parking were behind the building; the proposed hotel would be screened by Surf Style (adjacent property). Being screened does not create hardship, and other properties would have to abide by ordinance in this situation; therefore, the applicant would not be deprived of rights that are commonly enjoyed by neighboring properties.
- (e) The applicant mentions that there will be no special privileges conferred upon themselves; “This request is to allow for practical building and parking locations that would allow for traffic flow to and from the proposed site. Other buildings in the area have front façade parking, which has already set precedence in the area, which would not confer any special privileges upon the applicant.
- (f) The property is zoned T5, hotels are allowed in this zoning district.

EXECUTIVE SUMMARY

Upon review, the applicant does not meet any of the six hardships required by the City of Gulfport; this variance request should be denied. Further, the applicant may consider reorienting the proposed structure or building a smaller building footprint that would allow for parking within the second and third layers of the proposed structure while adhering to the City of Gulfport’s Ordinance.

Any approval should consider these conditions:

1. A variance grants parking within the first layer of the structure where parking is only allowed behind the building (third layer).

Technical Report

VARIANCE

2. Building access for Fire Apparatus (2 sides) and ADA accessibility to and from building shall comply with Building and Fire codes.
3. Protected Live Oaks need to be preserved and protected.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 07/13/2022.

Public Works: No conditions. Memo dated 07/12/2022.

Traffic and Safety: No comments as of 07/14/2022.

Building Code Services: Building access for Fire Apparatus (2 sides) and ADA accessibility to and from building shall comply with Building and Fire codes. Memo dated 07/07/2022.

GIS: No conditions. Memo dated 07/12/2022.

Police Department: No conditions. Memo dated 07/07/2022.

Fire Department: No conditions. Memo dated 07/08/2022.

City Arborist: Protected Live Oaks need to be preserved and protected. Memo dated 07/11/2022.

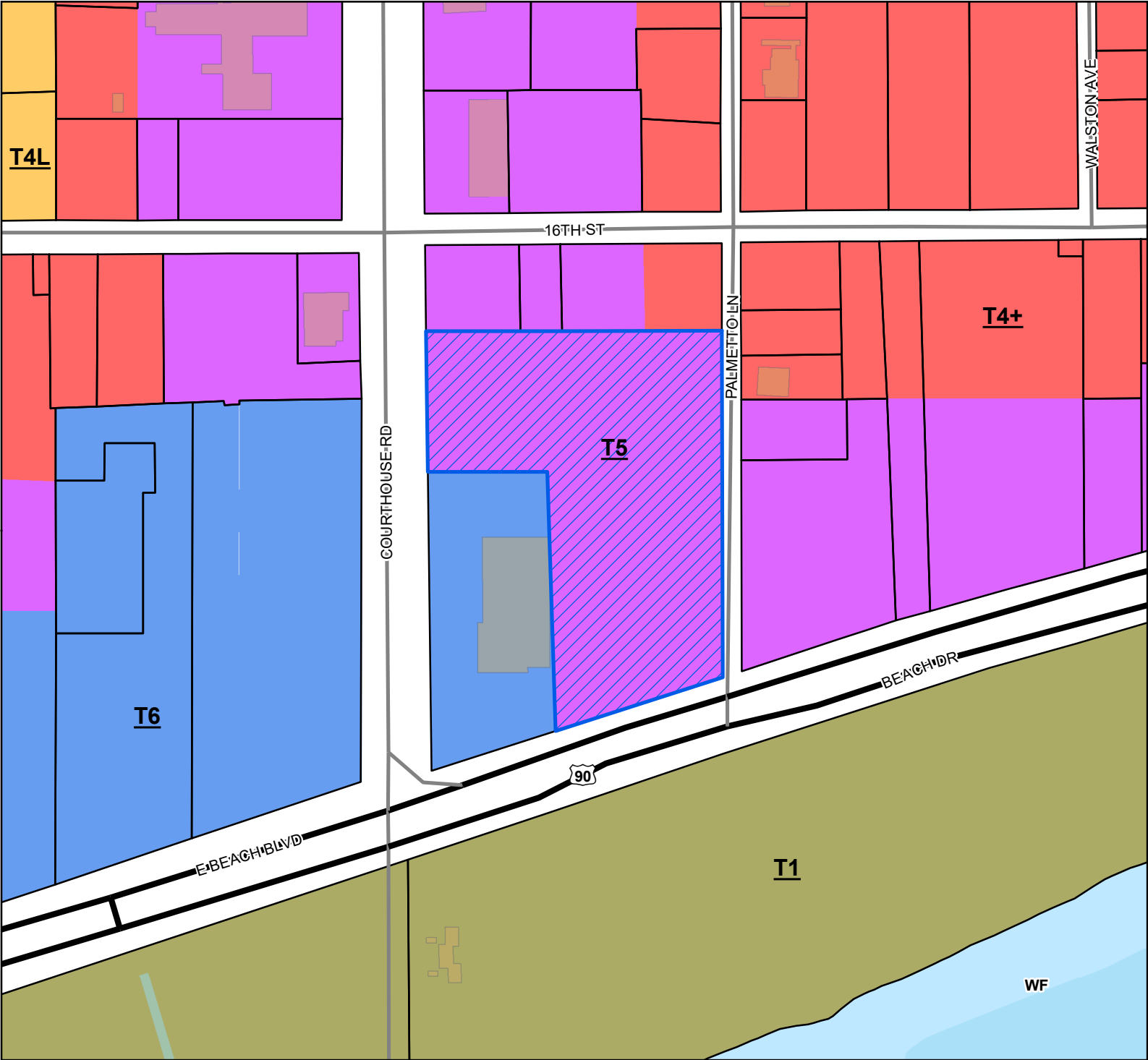
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

217



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

Smart Code

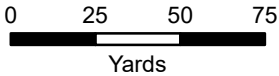
- T6
- T5
- T4+
- T4L
- T1

Zoning

- WF - Water Front

Site Information

0911A-02-101.000
Zoning: T5 (Urban Center Zone)
Size: 3.45 acres
Flood: X, AE



1 inch = 170 feet



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



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

For Staff Use Only

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

0	9	1	1	A

 -

0	2

 -

1	0	1

 •

0	0	0

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 400 Beach Drive Gulfport, MS 39507

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

General Location: NE OF INTERSECTION OF HWY 90 + COURTHOUSE RD

GENERAL DESCRIPTION OF REQUEST:

VARIANCE OF APPENDIX A - SEC. VI.A: OFF-STREET PARKING.
A MAJORITY OF PARKING WILL BE LOCATED BETWEEN
FRONT FAÇADE + ACCESS ROAD.

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

Shree Kabir Hospitality, LLC
Printed Name Of Owner
1381 W Fairway Drive
Mailing Address
Gulf Shores AL 36542
City State Zip code
916-832-3468
Home Phone
darshan@anrgroup.com
Email
[Signature]
Signature Of Owner

AGENT

BEN SELLERS
Printed Name Of Agent
918 HOWARD AVE SUITE F
Mailing Address
BILLOXI MS 39530
City State Zip code
228-388-1950 228-669-9822
Home Phone
BEN SELLERS @ MRENG. US
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.

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

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

NAME OF OWNER (PRINT) Virendra Patel

ADDRESS (STREET, CITY, STATE, ZIP CODE) 1381 W Fairway Dr, Gulfshores, AL 36542

PHONE # (H) 251 747 1461 (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) Sanjiv Bhakta

ADDRESS (STREET, CITY, STATE, ZIP CODE) 799 Destiny Plantation Blvd, Biloxi, MS 39532

PHONE # (H) _____ (WK/CELL) 228 424 3578

TAX PARCEL NUMBER(S) OWNED _____

SIGN: _____

NAME OF OWNER (PRINT) _____

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

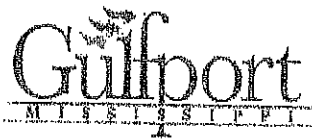
PHONE # (H) _____ (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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



Designation of Agent

I, Virendra Patel
PRINT NAME, being owner of the property 400 Beach Drive, Gulfport, MS 39507
PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Ben Sellers
PRINT NAME to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature

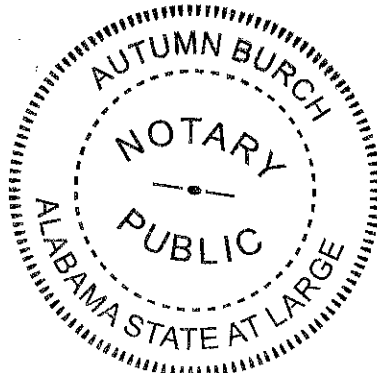
06/09/2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 6 day of June, 20 22

Notary Public



Commission Expiration

AUTUMN BURCH
Notary Public, Alabama State At Large
My Commission Expires Sept. 25, 2022



Designation of Agent

I, Sangita Bhakta, being owner of the property 400 Beach Drive Gulfport Ms 39507
which is the subject of this application hereby authorize Don Sellers to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature

6/13/2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 13th day of June, 2022

Notary Public



6.29.25

Commission Expiration



918 Howard Avenue | Suite F | Biloxi | MS 39530 | P: 228-388-1950 | www.mpeng.us

TRANSMITTAL

Attention: Cory Long

From: Ben Sellers

Company: City of Gulfport Urban Development

Date: June 28, 2022

Project Name: Hampton Inn - Gulfport

Project #: 0256.18.001

Re: Variance Application

CC: christian@openstack.org, openstack@openstack.org

☐ Urgent

☒ For Review

☐ Please Comment

☐ Please Reply

☐ For Your Record

Comments:

Mr. Long, please see attached forms and plans with original signatures to supplement digital versions emailed to you on June 10, 2022. Please contact me at 228-669-9822 or bsellers@mpeng.us if you need any more information.
Thank you.

[illegible]

RECORDATION REQUESTED BY:

HANCOCK BANK, COMMERCIAL CENTRAL BILOXI MS, PO BOX 4019, GULFPORT, MS 39501

WHEN RECORDED MAIL TO:

HANCOCK BANK LENDING SERVICES, (800) 522-6542, 206 E. Railroad Street, Long Beach, MS 39560

SEND TAX NOTICES TO:

HANCOCK BANK, LENDING SERVICES, P.O. BOX 4020, GULFPORT, MS 39502

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by:
Xuan-Di Nguyen, Sr Doc Analyst
Hancock Bank
P O Box 4020
Gulfport, MS 39502
(800) 522-6542

Record & Return to:
Page, Mannino, Peresich and McDermott
759 Via Marche Mall
Biloxi, MS 39530
Tel. 228.374.2100

INDEXING INSTRUCTIONS: Harrison County. Fractional S1-T8S-R11W

DEED OF TRUST

THIS DEED OF TRUST is dated July 30, 2009, among Sanjiv Bhakta, whose address is 7012 Southwind Drive, Biloxi, MS 39532 ("Grantor"); HANCOCK BANK, whose address is COMMERCIAL CENTRAL BILOXI MS, PO BOX 4019, GULFPORT, MS 39501 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JOY LAMBERT PHILLIPS, whose address is P.O. BOX 4019, GULFPORT, MS 39502 (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", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 2.90 +/- acres located @ 400 Beach Drive, Gulfport, MS 39507.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures the following described additional indebtedness: All obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as claims by Lender against 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, whether secured or unsecured, whether direct or indirect, absolute or contingent, liquidated or unliquidated and whether 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 become otherwise unenforceable. (Initial Here)

DEED OF TRUST (Continued)

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. 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 security bond furnished.

**DEED OF TRUST
(Continued)**

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 ten (10) 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. 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 (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. 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 remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

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.

**DEED OF TRUST
(Continued)**

Loan No: 33000183632

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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) 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 Grantor pays all the Indebtedness when due, and 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. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. 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 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.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should 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 Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's 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 Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents 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 death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of 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 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 Grantor or by any governmental agency against any property

**DEED OF TRUST
(Continued)**

Loan No: 33000183632

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Insecurity. Lender in good faith believes itself insecure.

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 Grantor 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor 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 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 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, 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 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 and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees 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.

**DEED OF TRUST
(Continued)**

Loan No: 33000183632

Page 6

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 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:

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. 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 without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Harrison County, State of Mississippi.

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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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 HANCOCK BANK, and its successors and assigns.

Borrower. The word "Borrower" means Sanjiv Bhakta and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**DEED OF TRUST
(Continued)**

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party 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, cost and expenses payable under the Note or Related Documents, as well as any amounts due under the Cross-Collateralization paragraph of this instrument, 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.

Lender. The word "Lender" means HANCOCK BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated July 30, 2009, in the original principal amount of \$720,000.00 from Grantor 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 30, 2012.

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 JOY LAMBERT PHILLIPS, whose address is P.O. BOX 4019, GULFPORT, MS 39502 and any substitute or successor trustees.

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

GRANTOR:

X

Sanjiv Bhakta

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 20____, within my jurisdiction, the within named Sanjiv Bhakta, who acknowledged that 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.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

A parcel of land situated and being located in a part of Fractional Section 1, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Commencing at the intersection of the South margin of 16th Street with the West margin of Palmetto Lane; thence run South 01 degrees 03 minutes West a distance of 105.0 feet along the West margin of Palmetto Lane to the point of beginning, said point also being the Southeast corner of the property of Mrs. Clyde Anderson; thence run from said point of beginning, South 88 degrees 50 minutes West a distance of 245.0 feet along the South line of Anderson to the Southeast corner of the property of Allen J. Koskan; thence run South 88 degrees 11 minutes West a distance of 115.9 feet along the South line of Koskan to the East margin of Courthouse Road; thence run South 00 degrees 05 minutes East a distance of 540.4 feet along the East margin of Courthouse Road to the Northerly right-of-way of U.S. Highway 90; thence run North 72 degrees 29 minutes East a distance of 369.0 feet along the Northerly right-of-way of U.S. Highway 90 to the West margin of Palmetto Lane; thence run North 01 degrees 03 minutes East a distance of 438.0 feet along the West margin of Palmetto Lane to the Point of Beginning, together with all riparian rights appertaining thereto, if any. Containing 4.090 acres, more or less.

LESS AND EXCEPT:

A parcel of land located in part of Fractional Section 1, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Beginning at the intersection of the East margin of Courthouse Road with the North right-of-way of U.S. Highway 90; thence North 00 degrees 05 minutes 00 seconds West along said East margin of Courthouse Road 365.86 feet; thence North 88 degrees 50 minutes 23 seconds East 146.05 feet; thence South 01 degrees 11 minutes 39 seconds East 320.79 feet to the North right-of-way of U.S. Highway 90; thence South 72 degrees 27 minutes 36 seconds West along said right-of-way 159.60 feet to the POINT OF BEGINNING, said parcel containing 1.18 acres, more or less.

AND BEING MORE PARTICULARLY DESCRIBED ON THE SURVEY OF J. MICHAEL CASSADY, PLS, DATED JULY 15, 2009, AS FOLLOWS, TO-WIT:

A parcel of land situated and being located in Fractional Section 1, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the southerly margin of 16th Street with the westerly margin of Palmetto Lane; thence run South 01 degrees 03 minutes 06 seconds West 105.00 feet along the westerly margin of Palmetto Lane to the Point of Beginning, said point also being the southeast corner of the property now or formerly of Mrs. Clyde Anderson and also being the Northeast corner of property formerly of Latimer, Phillips Colleges, Inc. and Morrison Restaurants, Inc.; thence run from said Point of Beginning, South 88 degrees 52 minutes 22 seconds West 244.84 feet along the south line of Anderson and the north line of Morrison Restaurants, Inc. to the Southeast corner of property formerly of Allen J. Koskan; thence run South 88 degrees 02 minutes 32 seconds West 115.91 feet along the south line of Koskan and the north line of Morrison Restaurants, Inc. to the easterly margin of Courthouse Road; thence run South 00 degrees 04 minutes 21 seconds East 174.32 feet along the easterly margin of Courthouse Road to the Northwest corner of property now or formerly of Jason Associates, L.L.C.; thence run North 88 degrees 57 minutes 46 seconds East 146.02 feet along the north line of Jason Associates, L.L.C.; thence run South 01 degrees 09 minutes 46 seconds East 320.75 feet along the east line of Jason Associates, L.L.C. and the west line of Morrison Restaurants, Inc. to the northerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run North 72 degrees 26 minutes 59 seconds East 209.63 feet along the northerly right-of-way of U. S. Highway 90 / Beach Boulevard to the westerly margin of Palmetto Lane; thence run North 01 degrees 03 minutes 06 seconds East 438.00 feet along the

Tuesday, June 28, 2022, 2022

City of Gulfport
Urban Development – Planning Division
1410 24th Avenue
Gulfport, Mississippi 39501

Re: Hampton Inn on Courthouse Road Variance Request

To Whom it may Concern,

Please see below responses to variance application questions (form attached).

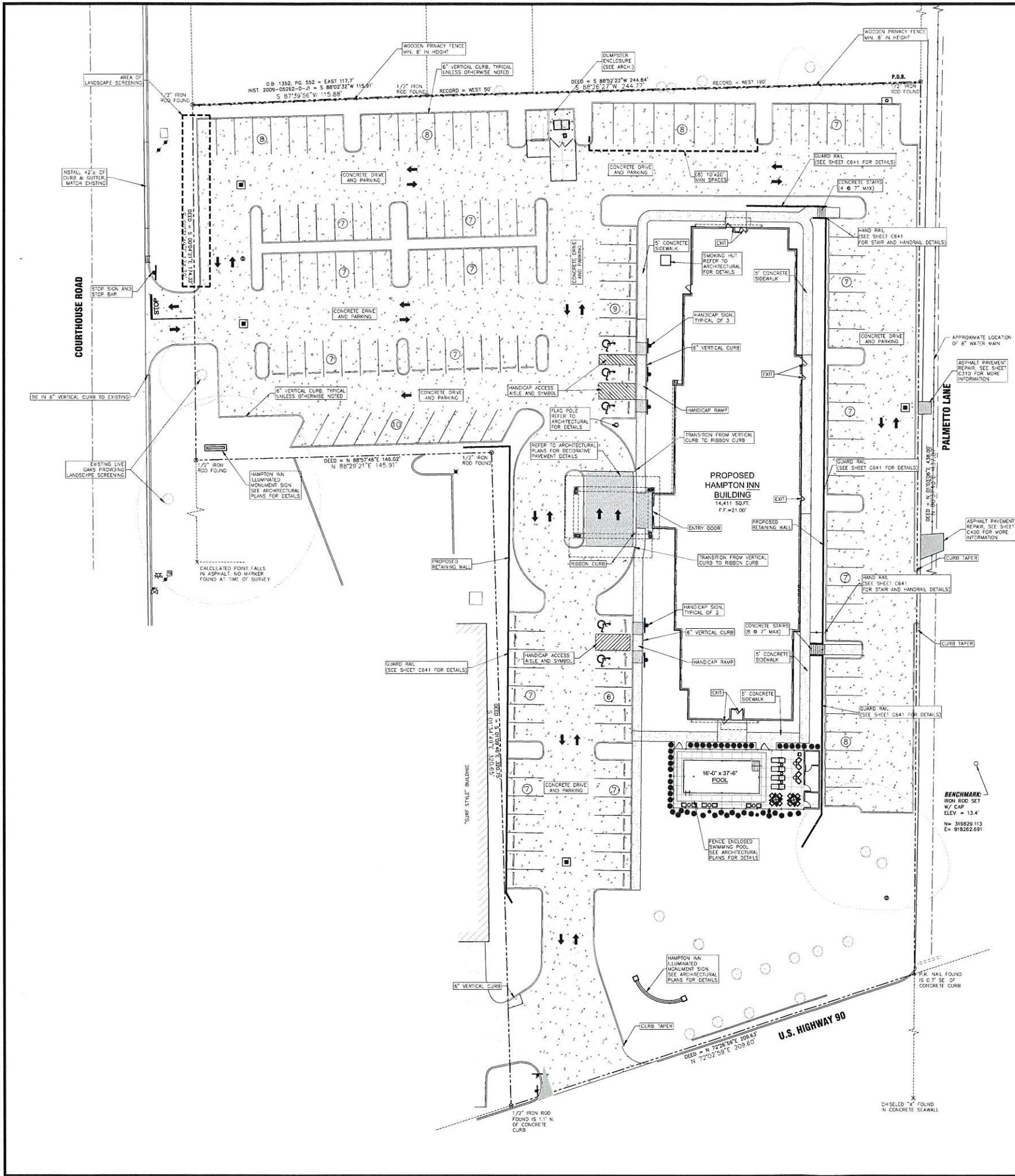
1. Due to the irregular "L" shape of the property in question, the only practical orientation of the rectangular building is north/south. Due to this orientation, the building cannot be shifted far enough west to the "front" (towards Courthouse Road) of the property to provide the required amount of parking spaces behind the building.
2. The need for the variance is based on the irregular shape of the property and its frontage on two major streets (Courthouse Road and Highway 90). This double frontage provides little area for parking to be shielded by the building.
3. Due to the shape of the property, the building must be orientated north/south. For the building to be oriented east/west, it would have to be placed against the north property line. This building location would only exaggerate the issue as a majority of the parking would have to be located between the building and Highway 90. This would result in all the parking being visible from both Courthouse and Highway 90.
4. If the building was shifted towards Courthouse Road in order to provide more area for parking "behind" the building, this would result in the proposed hotel being screened by the existing building (Surf Style) located at the corner of Courthouse and Hwy 90.
5. The approval of this variance request would not provide any special benefit to the applicant. This request is simply to allow the building and parking location that would be most practical for traffic flow to and from all access points.
6. The property in question is zoned T5 and the proposed hotel use is Allowed by Right.

If you have any further questions, please contact me at bsellers@mpeng.us or 228-388-1950.

Sincerely,



Ben Sellers, P.E.
Project Engineer



SITE NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS FOR THIS PROJECT PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR DEVOLUTION.
- CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO PREVENT DAMAGE TO ALL TREE ROOTS DURING EXCAVATION AND ANY OTHER CONSTRUCTION THAT MAY ENDANGER THE HEALTH OF THE TREES ACCORDING TO THE LOCAL MUNICIPALITIES REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ANY AND ALL UTILITY COMPANIES IN REGARDS TO UTILITIES THAT MAY NEED TO BE RELOCATED AS PART OF THIS WORK.
- CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL WARNING SIGNS THROUGHOUT THE DURATION OF THE PROJECT. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
- CONTRACTOR SHALL NOTIFY ALL AGENCIES AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE OF ANY ROAD CLOSURES. THIS NOTIFICATION SHALL INCLUDE, BUT NOT BE LIMITED TO, POLICE, FIRE AND SCHOOL, ALONG WITH ALL REGULATORY AND GOVERNMENTAL AGENCIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PUBLIC NOTICE OF EACH ROAD CLOSING. CONTRACTOR SHALL FOLLOW ALL GUIDELINES FOR PUBLIC NOTICE AS ESTABLISHED BY CITY, COUNTY AND/OR STATE OFFICIALS. ANY DELAY IN CONSTRUCTION DUE TO CONTRACTOR NOT NOTIFYING THE PROPER AUTHORITIES OR NOT FOLLOWING THE REGULATORY AGENCY REQUIREMENTS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- IF TRAFFIC INTERRUPTIONS ARE REQUIRED, THEY SHALL BE KEPT TO A MINIMUM AND THE CONTRACTOR SHALL BE SUBJECT TO LOCAL LAWS IN REGARDS TO TRAFFIC INTERRUPTIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF TREES SHOWN TO REMAIN. CONTRACTOR SHALL PROTECT TREES AS REQUIRED BY THE LOCAL MUNICIPALITIES TREE ORDINANCE AND/OR LAND DEVELOPMENT CODE.
- ALL PREVIOUS AREAS DISTURBED DURING CONSTRUCTION SHALL RECEIVE NEW SOO OR SHALL BE SEEDED OR MULCHED MINIMUM AFTER COMPLETION AND APPROVAL OF WORK IN THAT AREA.
- CONTRACTOR SHALL INSTALL HANDICAP PARKING, SYMBOLS AND RAMPS PER A.D.A. REQUIREMENTS.
- CONTRACTOR SHALL STRIPE ALL HANDICAP PARKING SPACES BLUE. ALL OTHER STRIPING SHALL BE WHITE.
- CONTRACTOR SHALL INSTALL CONCRETE CONTRACTION JOINTS ON 10'-0" CENTERS, EXCEPT SIDEWALKS CONTRACTION JOINTS WHICH SHALL BE 5'-0" ON CENTER.
- CONTRACTOR SHALL INSTALL 1/2" THICK EXPANSION FIBER BOARD BETWEEN THE SIDEWALKS AND OTHER CONCRETE STRUCTURES.
- ANY EXISTING SITE DEBRIS AND/OR EXISTING STRUCTURES SHALL BE COMPLETELY REMOVED PRIOR TO CONSTRUCTION AS PER DEVOLUTION PLAN.

PAVEMENT LEGEND

1. DENOTES CONCRETE PAVEMENT (SEE PAVEMENT DETAILS)
2. DENOTES PAVEMENT FOR SIDEWALK (SEE SIDEWALK DETAILS)
3. DENOTES HEAVY DUTY PAVEMENT FOR DUMPSTER PAD (SEE PAVEMENT DETAILS)

MISSISSIPPI ONE CALL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION (INCLUDING BUT NOT LIMITED TO: WATER LINES, SEWER LINES, ELECTRICAL AND TELECOMMUNICATION LINES, AND FIBER OPTIC CABLES.)

MISSISSIPPI ONE CALL SYSTEM SERVICE
AT:
1-800-227-6477
OR
WWW.MISS1CALL.ORG
AT LEAST 3 DAYS BEFORE ANY CONSTRUCTION

SITE DATA TABLE

PROJECT BOUNDARY AREA (LIMITS OF CONSTRUCTION)	122,839 SQ. FT. OR 2.82 ACRES
SHARED ZONE	15 - URBAN CENTER ZONE
MINIMUM LOT COVERAGE (% OF LOT AREA)	90%
MINIMUM LOT COVERAGE PROVIDED (% OF LOT AREA)	(74,956 / 122,839) * 100 = 61.03%
HEIGHT, MAXIMUM (FT.)	6 STORES
HEIGHT, PROVIDED (FT.)	6 STORES
FRONT SETBACK (FT.)	NO MIN. 24' MAX
SIDE SETBACK (FT.)	NO MIN. 6' MAX
REAR SETBACK (FT.)	3' MIN
CORNER SIDE SETBACK (FT.)	N/A
PARKING REQUIRED: 0.5 PER BEDROOM	98 BEDROOMS * 0.5 = 49 SPACES - 2 SHALL BE HANDICAP
PARKING PROVIDED	146 SPACES (5 HANDICAP)



CONSTRUCTION PLANS FOR HAMPTON INN GULFPORT, MISSISSIPPI

SCALE: AS SHOWN
PROJECT NO: 0256.18.001
DRAWN BY: RCP/BS
CHECKED BY: NWM

DATE: 06.28.2022

ISSUED FOR: PERMIT

CIVIL SITE PLAN

REV #	DATE	REVISION NAME	REV #	DATE	REVISION NAME

C200

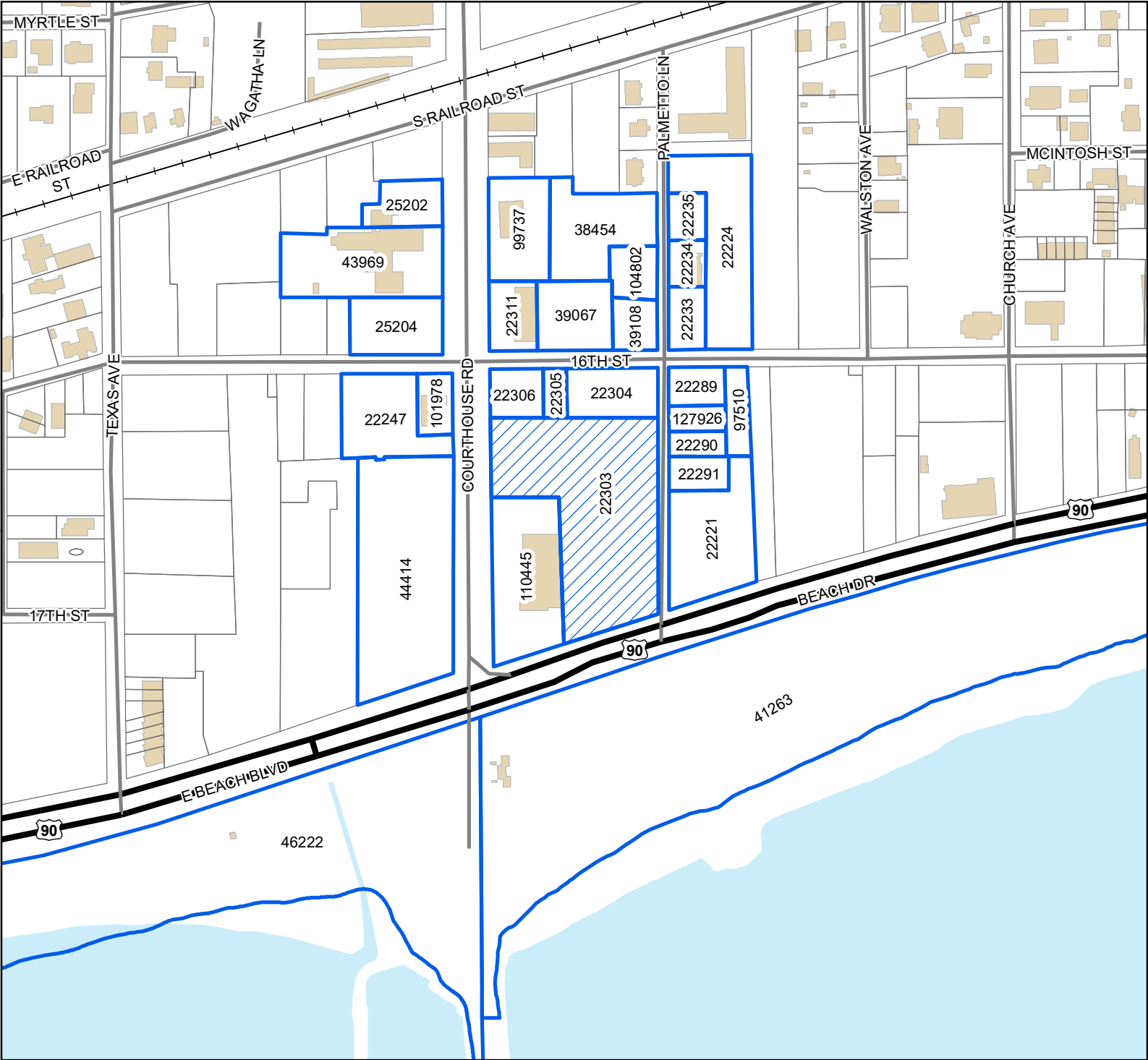
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

MACHADO PATANO
ENGINEERING
1641 Pappas Ferry Road, Suite 401
Biloxi, Mississippi 39212
P: 228.382.1950 | F: 228.382.1971
www.mppeng.us

MPP DESIGN GROUP
ARCHITECTURE
Brendon A. Jones, Architect

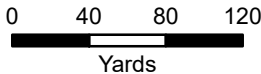
REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
32997

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	22303	0911A-02-101.000	SHREE KABIR HOSPITALITY, LLC (OWNER)	1381 W FAIRWAY DRIVE	GULF SHORES	AL	36542
			VIRENDRA PATEL (OWNER)	1381 W FAIRWAY DR	GULF SHORES	AL	36542
			SANJIV BHAKTA (OWNER)	799 DESTINY PLANTATION BLVD	BILOXI	MS	39532
			BEN SELLERS (AGENT)	918 HOWARD AVE, SUITE F	BILOXI	MS	39530
			Adjacent Property Owners (2207ZB137)				
	22305	0911A-02-098.000	ANDERSON VIRGINIA ETAL	57 TROSSACH ROAD	STATEN ISLAND	NY	10304
N	22304	0911A-02-099.000	ANDERSON VIRGINIA M ETAL	57 TROSSACH ROAD	STATEN ISLAND	NY	10304
	22235	0911A-02-084.000	CHAPMAN JUANITA CUEVAS	218 PALMETTO LANE	GULFPORT	MS	39507
	22234	0911A-02-085.000	GOODWIN JAMIE LYNN & WILLIAM	212 PALMETTO LN	GULFPORT	MS	39507
	22247	0911B-02-012.000	GULFPORT CITY OF	AMERICAN LEGION POST 119 PARK			0
N	41263	0911A-03-001.000	GULFPORT CITY OF -BEACHES-				0
N	46222	0911B-03-001.000	GULFPORT CITY OF -BEACHES-	25 JAY DR RT 7	GULFPORT	MS	39503
N	101978	0911B-02-013.002	HARRISON CO				0
	110445	0911A-02-101.001	JASON ASSOCIATES LLC C/O PROPERTY MAN	1055 ST CHARLES AVE, SUITE	NEW ORLEANS	LA	70130
	127926	0911A-02-105.001	KELLEY GABRIEL R & MECHELLE A	15803 PEAIRS RD	PRIDE	LA	70770
	22289	0911A-02-105.000	KELLEY ROBERT EDWARD SR -EST-	7844 BRETT PL	BATON ROUGE	LA	70818
	22306	0911A-02-097.000	KOSKAN ALLEN J PA -ESTATE-	19247 CHAMPION CIRCLE	GULFPORT	MS	39503
	22233	0911A-02-086.000	MANDAL ELIZABETH ANNE TRUSTEE	477 TUSCANO DRIVE	BILOXI	MS	39531
	99737	0911A-02-093.001	MCCARTHY JOHN JOSEPH III	226 COURTHOUSE RD	GULFPORT	MS	39507
	22291	0911A-02-103.000	MCGRAW FRANK ADAM & DAWN MICHELE	127 MARKHAM DRIVE	GULFPORT	MS	39507
	43969	0911B-02-003.000	MS CITY METHODIST CHURCH CORP	219 COURTHOUSE RD	GULFPORT	MS	39507
N	25202	0911B-02-002.000	MS CITY METHODIST CHURCH CORP				0
	104802	0911A-02-096.001	PARRINO MARY B	5314 HEIDIS PLACE	BATON ROUGE	LA	70817
	39067	0911A-02-095.000	REVELRY OAKS LLC	9585 SOUTH BAYOU BEND DRIVE	GULFPORT	MS	39503
N	39108	0911A-02-096.000	REVELRY OAKS LLC	9585 SOUTH BAYOU BEND DRIVE	GULFPORT	MS	39503
N	38454	0911A-02-093.000	REVELRY OAKS LLC	9585 SOUTH BAYOU BEND DRIVE	GULFPORT	MS	39503
	44414	0911B-02-013.000	SALLOUM JOSEPH NAOUM & RICHARD P	P O BOX 1176	GULFPORT	MS	39502
	22290	0911A-02-104.000	SCHLOSSER BRIAN & MELINDA	130 PALMETTO LN	GULFPORT	MS	39507
	25204	0911B-02-004.000	SHARP MYLES E	10978 CHANNELSIDE DR	GULFPORT	MS	39503
	22224	0911A-02-087.000	SMITH WILLIAM J & EMILY C-TRUSTEES-	71205 WHISKEY OAKS LANE	COVINGTON	LA	70433
	22221	0911A-02-102.000	WERBY HELEN C & SAMMAR LLC	1308 E BEACH BLVD	GULFPORT	MS	39501
N	97510	0911A-02-106.001	WERBY HELEN C & SAMMAR LLC -ETAL-	1308 E BEACH BLVD	GULFPORT	MS	39501
	22311	0911A-02-094.000	WILSON JOHN T	1225 32ND AVE	GULFPORT	MS	39501



Legend

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



1 inch = 300 feet



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

RE: Variance 2207ZB137, by agent Ben Sellers, tax parcel 0911A-02-101.000, Variance for parking size and location, parking in front of the structure, 400 Beach Dr, Zoned T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, July 21, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, July 21, 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:**

IPL0079847

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

32.64

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP

PO BOX 1780

GULFPORT, MS 39502

228-868-5705

AccountsPayable@gulfport-ms.gov

GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT**Date**

June 30, 2022 9:58:02 PM EDT

Amount:

32.64

SCHEDULE FOR AD NUMBER IPL00798470

July 6, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00798470**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, July 21, 2022, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2207ZB124, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0807M-01-016.004, Variance for setback, 13130 Hwy 49, Zoned B-4 (Highway business), Ward 7

Variance 2207ZB134, by owners Patrick and Pamela Floyd, tax parcel 0909J-02-071.000, Variances for accessory building size and height, 5304 Quincy Ave, Zoned R-UE (Urban Residence Estate), Ward 4

Variance 2207ZB136, by agent Leah Watters Architecture, tax parcels 0910M-02-002.000, 0910M-02-001.000, 0910M-02-010.000, & 0910M-02-009.000, Variances for reduced parking and accessory structures size, 615 Pass Rd, 601-613 Pass Rd, Zoned B-2 (General business), Ward 3

ward 2
Variance 2207ZB137, by agent Ben
Sellers, tax parcel 0911A-02-101.000,
Variance for parking size and location,
parking in front of the structure, 400
Beach Dr, Zoned T5 (Urban Center
Zone), Ward 2
This the 30th day of June 2022
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Ad-
justment and Appeals
W00000000
Publication Dates

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