AGENDA

GULFPORT CITY PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS

THURSDAY, AUGUST 25, 2022 AT 4:30 PM

A. Prayer

B. Pledge of Allegiance

C. Call to Order

D. Determination of a Quorum

E. Confirmation of Agenda

F. Adoption of Minutes

F1. Planning Commission Meeting - July 28, 2022

G. Hearing of Cases

G1. Public Declaration of Appeal Process of Chairman

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

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

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

G3. Routine Agenda

1. **Planning Commission Approval 2208PC139:**

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

2. <u>Planning Commission Approval 2208PC140:</u>

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

3. <u>Planning Commission Approval 2208PC142:</u>

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

4. <u>Planning Commission Approval 2208PC143:</u>

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

5. <u>Zoning Map Amendment 2208PC144:</u>

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

6. <u>Zoning Map Amendment 2208PC145:</u>

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

7. <u>Planning Commission Approval 2208PC146:</u>
<u>Withdrawn by administration:</u>

Planning commission Approval 2208PC146, by agent Chris Rogers, tax parcels 0910K-02-008.000, 0910N-07-003.000, Request climate controlled mini storage use with boat and RV parking, Zonend B-2 (General Business) Ward 4

8. <u>Final Plat 2208PC147:</u>

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

9. <u>General Plan 2208PC148:</u>

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot

subdivision (Florence Gardnes Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

10. <u>Zoning Map Amendment 2209PC151:</u>

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

11. <u>Special Exception 2209SE153:</u>

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

12. <u>Resubdivision 2209PC155:</u>
<u>Tabled to September meeting by Administration:</u>

Resubdivision 2209PC155, by owner Harvey Gulf International Marine, tax parcel 0909F-01-001.002, Divide into two new parcels, 13085 Seaway Rd, Zoned I-2 (Heavy industry), Ward 5

13. <u>Special Exception 2209SE156:</u>

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

G4. <u>Other Business</u>

H. Adjournment

MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, July 28, 2022, 4:30 P.M.

CITY HALL COUNCIL CHAMBERS

A. Prayer: The Planning Commission led a prayer.

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

C. Call to Order: The meeting of the Planning Commission was called to order at _4:30 **pm.**

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

BOARD MEMBERS PRESENT:
WM. PRINCE JONES
DOUG HANCOCK
KEITH WILLIAMS
HAROLD SPANN
BJ SELLERS
VIRGINIA ADOLPH
JOHN ANTHONY
GARLON PEMBERTON

BOARD MEMBERS ABSENT:
CHARLIE HEWES
BRANDON ELLIOTT
TIM DAIGLE JR.
JOHN ANTHONY

STAFF MEMBERS PRESENT:
GREG HOLMES
MATILDA WELCH
SU-LIN FEATHERSTON
LESLIE ERVIN
CHRISTINA HIGHSMITH

COURT REPORTER:
NORMA SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

A **motion by Mr. Spann** to approve Minutes of the **June 23, 2022,** meeting was **seconded by Mr. Sellers** and carried unanimously.

G. Hearing of Cases:

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

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

G3. Routine Agenda

1. Planning Commission Approval 2207PC122:

Planning Commission Approval 2207PC122, by owner Jelicia Mallory, tax parcel 0808F-01-001.083, Request for home occupation office use, 12212 Emily Cv, Zoned R-1-10 (Single-family), Ward 7

Speaking for the Petition: Jelicia Mallory

Speaking against the Petition: None

Motion: Virginia Adolph – to approve the request.

Second: WM. Prince Jones

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

Action: Motion carries unanimously

2. Resubdivision 2207PC127:

Resubdivision 2207PC127, by owners Toleado Harper and Grant Curtis, tax parcel 0911D-03-041.000, Divide into two new parcels, 2208 Gulf Ave, Zoned R-2 (Single-family), Ward 3

Speaking for the Petition: Toleado Harper

Speaking against the Petition: Donald Welch (Letter)

Motion: Virginia Adolph – to approve request.

Second: Garlon Pemberton

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

Action: Motion carries unanimously

3. <u>Resubdivision 2207PC129:</u>

Resubdivision 2207PC129, by owner T&D Homes, LLC, tax parcel 0810D-03-010.000, Divide into two new parcels, Zoned R-1-5 (Single-family), Ward 3

Speaking for the Petition: Thomas McNair

Speaking against the Petition: None

Motion: Doug Hancock- to approve request.

Second: WM. Prince Jones

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

Action: Motion carries unanimously

4. <u>Zoning Map Amendment 2207PC130:</u>

Zoning Map Amendment 2207PC130, by agent Linda Shaddix, tax parcels 0711K-04-037.002, 0711K-04-020.000, 0711K-04-037.003, &0711K-04-037.004, Requests to rezone from R-1-7.5 (Single-family) to R-2 (Single-family), 1423 JoEllen Cir, Ward 1

Speaking for the Petition: Linda Guillotte

Speaking against the Petition: None

Motion: Garlon Pembleton – to approve request.

Second: Doug Hancock

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

Action: Motion carries unanimously

5. <u>Planning Commission Approval 2207PC131:</u>

Planning Commission Approval 2207PC131, by owner Misty & Calvin Stevenson, tax parcel 0808D-03-069.000, Request home occupation for a medical care use, 15377 Pinewood Ct, Zoned R-1-10 (Single-family), Ward 7

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Virginia Adolph – To table request due to applicant not present at meeting.

Second: Garlon Pemberton

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

Action: Motion carries unanimously

6. <u>Zoning Map Amendment 2207PC132:</u>

Zoning Map Amendment 2207PC132, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908E-01-001.000, and 0908E-01-001.001, Requests to rezone from R-1-10 & R-1-7.5 (Single-family) to T4+ (General Urban Zone "Plus"), Ward 6

Speaking for the Petition: Ben Smith

Speaking against the Petition: None

Motion: Harold Spann – to approve request.

Second: BJ Sellers

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

Action: Motion carries unanimously

7. <u>General Plan 2207PC133:</u>

General Plan 2207PC133, by agent Brown, Mitchell, & Alexander, Inc, tax parcels 0908D-01-015.000, 0908E-01-001.000, 0908C-01-001.000, Approval of General Plan for 42-lot and 7-outparcel subdivision (Forest Ridge Phase 2), Zoned R-1-15 (Single-family), R-1-7.5 (Single-family) & T4+ (General Urban Zone "Plus"), Ward 6

Speaking for the Petition: Ben Smith

Speaking against the Petition: None

Motion: Doug Hancock – to approve request.

Second: Harold Spann

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

Action: Motion carries unanimously

8. <u>Zoning Map Amendment 2207PC135:</u>

Zoning Map Amendment 2207PC135, by owner Qi Lu, tax parcel 0908M-01-001.000, Request to rezone from R-1-10 (Single-family) to B-2 (General Business), 13283 Dedeaux Rd, Ward 5

Speaking for the Petition: Qi Lu

Speaking against the Petition: Eddie Valeros, Joseph Murphy, Louise Ward, Raedetrus Bass & Darrel Bell

Motion: WM. Prince Jones - to deny request.

Second: Doug Hancock

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

Action: Motion carries unanimously

H. Other Business

1. Zoning Map Amendment 2207PC077:

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Speaking for the Petition: Billy Culpepper

Speaking against the Petition: None

Motion: Garlon Pemberton – to approve request.

Second: Doug Hancock

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

Action: Motion carries unanimously

I. Adjournment

There being no further business, a Motion was made by **Ms. Virginia Adolph** to adjourn, seconded by **Mr. Garlon Pemberton** and carried unanimously. The meeting adjourned at **5:47 pm.**

_____ Date: _____

WILLIAM PRINCE JONES, Secretary

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: Public Declaration of Appeal Process of Chairman

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **<u>Planning Commission Approval 2208PC139:</u>**

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2208PC139

Hearing Date: August 25, 2022

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

Legal: Planning Commission Approval 2208PC139, by owner Leslie R. North, tax parcel 0911E-04-029.001, Requests home occupation for real estate office use, 896 2nd St, zoned R-1-7.5 (Single - family), Ward 2

TECHNICAL DETAILS

The applicants request permission for a home office as a real estate appraisal. The city ordinance does allow a home occupation of this type with Planning Commission approval. Within the application, it is stated that there will be no visits of customers to their home.

The applicant provides statements for the home occupation business where she will conduct administrative duties at the home and then visit clients at their place of meeting to conduct "appraisal services." The applicant further states, "the hours of operation will be Monday through Friday 8:00 am to 5:00 pm. She will be traveling to and from her home for business purposes and she will be using the telephone and computer as means of conducting business in her home. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

As the application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood, the planning commission should consider approval.

Any approval should consider these conditions:

1. Based on no walk-in traffic or customer service in home, no sprinkler system will be required or fire separation. If this changes a sprinkler and separation will be required.
2. Must comply with all planning and zoning rules and regulations.

DEPARTMENTAL CONDITIONS

Engineering: No comments. Memo dated 8/18/22.

Public Works: No conditions. Memo dated 8/18/22.

Traffic and Safety: No conditions. Memo dated 8/18/22.

D.H

Technical Report

PLANNING COMMISSION APPROVAL

Building Code Services:	Based on no walk-in traffic or customer service in home, no sprinkler system will be required or fire separation. If this changes a sprinkler and separation will be required. Memo dated 8/18/22.
GIS:	No conditions. Memo dated 8/17/22.
Police Department:	No conditions. Memo dated 8/18/22.
Fire Department:	No conditions. Memo dated 8/12/22.
City Arborist:	No conditions. Memo dated 8/10/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____

Greg Pietrangelo
Director of Urban Development Department

G.H

2208PC139

Planning Commission Approval

Site
US or State Highway
Street
Railroad
Parcels
Buildings

Zoning

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

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

SB - Sand Beach

Site Information

0911E-04-029.001
Zoning: R-1-7.5 (Single-Family Residence)
Size: 7,745 sqft
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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

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

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

For Staff Use Only

Case Number: 2208PC139
Date Received:
Receipt Number:
Received By: CH
Zoning: R-1-7.5
Ward: 2 Flood: X
Size:

Property Information

TAX PARCEL # 09 11 E - 04 - 029.001

(If necessary, use separate sheet of paper)

Address of Property Involved: 896 2nd Street

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: N/S 2nd St. East of Evans Avenue

GENERAL DESCRIPTION OF REQUEST:
Permit to work from home - I have 2 real estate licenses - My full time work is Appraisal. I also have a brokers licence but I do not sell real estate.

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
Leslie R. North	
Printed Name of Owner	Printed Name of Agent
896 2nd St.	
Mailing Address	Mailing Address
Gulfport MS 39501	
City State Zip code	City State Zip code
228-861-3182	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature of Owner	**Signature of Agent**

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

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

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Leslie R. North

Address: 896 2nd St., Gulfport, MS 39501

Phone: (Home)_____ (Work/Cell) 228-861-3182

If rented, then the name of owner or manager is required, along with a letter of approval from same: _____

Name of business or service to be used as home occupation: Leslie R. North

Nature of business: Real Estate - Appraisal & Broker

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: X

Mail order: _____

Personal computer: X

Appointment: _____

Traffic generation:

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

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

Describe size of vehicle making deliveries: _____

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

No customer traffic

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

Is everything made, manufactured, or provided on site? _____

Is special equipment required in production? _____

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

Are sales made from the premises? _____

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: _____

Is there a Protective Covenant that exists that prohibits a home occupation at the proposed located?

Yes _____ No X

I certify the above to be true and accurate as it pertains to this application. I recognize that failure to comply with the assurances made in this application may result in the denial or removal of the permit after due notice and public hearing thereon.

Printed Name: Leslie R. North

Signature: [signature]

Date: 6/17/22

896 2nd St.

- No additional transportation or access – no customers
- No additional water – no customers
- No additional waste disposal – no customers
- No additional Fire and Police protection – no customers
- No additional Public facilities – no customers
- No traffic congestion or hazard – no customers
- The harmony as is will continue to be the same as future with the request.

From: Leslie North leslienorthmai@gmail.com
Subject: Request for Home office permit
Date: Jun 10, 2022 at 8:25:34 AM
To: Gregory Holmes GHolmes@gulfport-ms.gov

Hi Greg,
I am writing to request a permit to work from my home. I have two real estate licenses, one for appraisal which is what I do full time and the other is a broker license. I don't sell real estate and have no clients that come to my office. When I first started out in appraising many years ago before appraisal licenses, we had to have a broker license. My membership with the Multiple Listing Service is under my brokers license which is the primary reason I continue to keep that license.

Let me know if there is anything needed, if this is allowed, and if so what steps are needed to apply for a permit.

Kindest regards,

Leslie North, MAI, AI-GRS
896 2nd Street
Gulfport, MS 39501

Leslienorthmai@gmail.com
228-861-3182

NOTICE: This e-mail message and all attachments transmitted with it may contain confidential information intended solely for the use of the addressee. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is strictly prohibited. If you received this message in error, please delete the material from your system without reading the content and notify the sender immediately of the inadvertent transmission.

Gulfport MISSISSIPPI ONE COAST

Covenant Affidavit

I, Leslie R. North, being owner or agent of the property 896 2nd Street, Gpt 39501

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.

Leslie N — 6/17/22

Signature — *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 17th day of June, 2022

Leslie Ervin

Notary Public

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 290631 LESLIE ERVIN Commission Expires April 19, 2025 HARRISON COUNTY

April 19, 2025

Commission Expiration

RECORD LEGAL DESCRIPTION:
Deed Book 1158, Page 393

Lot 52.5 feet by 158 feet south by Second Street, east by Latcher, north by McDonnell, west by Richardson, being part of Lot 12, Mississippi City Company survey, as per map or plat thereof on file and of record in the Office of the chancery clerk of Harrison county, First Judicial District, Mississippi.

SURVEY LEGAL DESCRIPTION:

A parcel of land situated and being located in part of Lot 12, MISSISSIPPI CITY COMPANY SURVEY of fractional Section 2, 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 a 1/2-inch iron rod located at the southwest corner of Lot 16, Block 3, GRASSLAWN ADDITION, according to the official map or plat (Copy Book 2, Page 114) thereof on file or record at the Office of the Chancery Clerk, City of Gulfport, First Judicial District of Harrison County, Mississippi; thence run South 72 degrees 52 minutes 23 seconds West along the northerly margin of Second Street a distance of 116.30 feet to a 1/2-inch iron rod at the POINT OF BEGINNING of the parcel herein described;

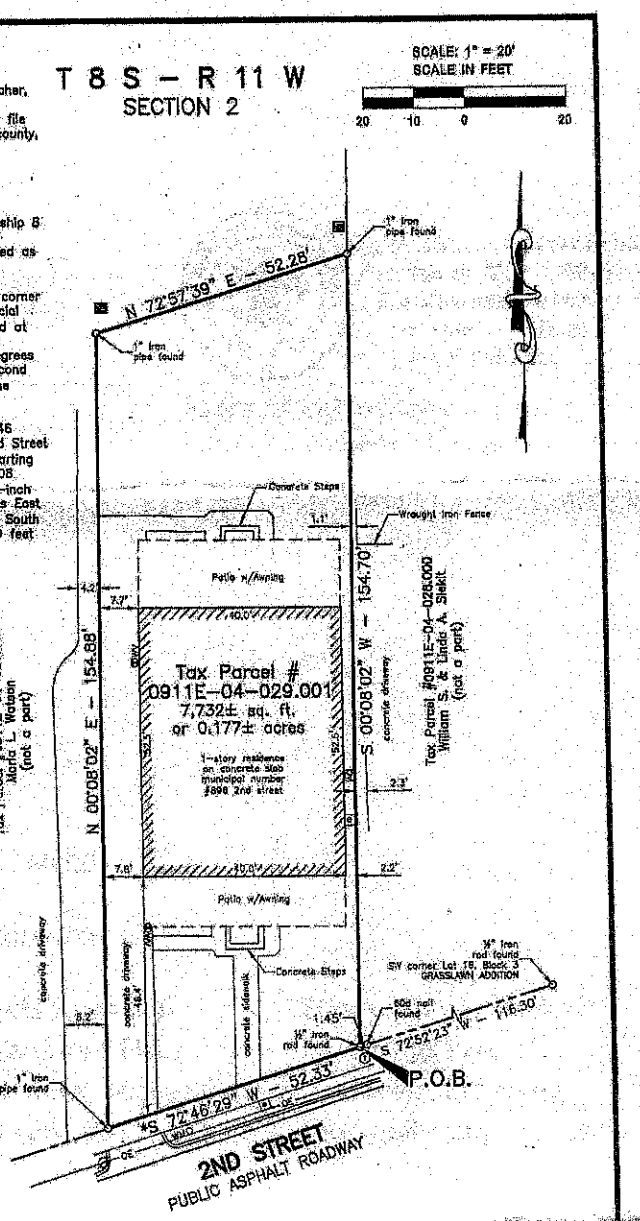
Thence run from said POINT OF BEGINNING South 72 degrees 46 minutes 29 seconds West along the northerly margin of Second Street a distance of 52.33 feet to a 1/2-inch iron pipe; thence departing said northerly margin of Second Street run North 00 degrees 08 minutes 02 seconds East a distance of 154.88 feet to a 1/2-inch iron pipe; thence run North 72 degrees 57 minutes 39 seconds East a distance of 52.28 feet to a 1/2-inch iron pipe; thence run South 00 degrees 08 minutes 02 seconds West a distance of 154.70 feet to the POINT OF BEGINNING.
Said parcel contains 0.177 acres, more or less.

LEGEND	
FOUND PROPERTY CORNER (AS NOTED)	○
EXISTING MAILBOX	▣
EXISTING POWER POLE	Ø
EXISTING ELECTRIC PEDESTAL	▣
EXISTING AIR CONDITIONER	AC
EXISTING ELECTRICAL MANHOLE	Ⓔ
EXISTING OVERHEAD POWER LINE	—OO—
EXISTING TELEPHONE MANHOLE	Ⓣ
EXISTING AREA INLET CATCH BASIN	■
EXISTING WATER METER	WM ○
EXISTING WATER VALVE	⊕WV

REFERENCE MAPS:
A) Survey of subject property by J. Michael Cassady dated September 9, 2005
B) Survey of subject property by J. Michael Cassady dated October 12, 1978
C) Survey of property to the West by J. Michael Cassady dated May 26, 2009
D) Survey of property to the East by James R. Clarke dated May 22, 2019

REFERENCE BEARINGS:
The bearings shown hereon are based on the "Mississippi State Plane Coordinate System – East Zone – NAD 83" using GPS GCGC-RTN System accessed on April 29, 2021. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:
This lot is located in Flood Zone "X500" per FEMA Map Community Panel Number 28047C0254G for Harrison County, Mississippi dated June 19, 2009.
Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.



NOTES:
1.) No attempt has been made by Cassady-Acadia Land Surveying, LLC. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:
This is to certify to LESLIE NORTH that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

SURVEYOR

Michael P. Blanchard, PS, Reg. No. 2834 5/27/21

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

PLAT SHOWING SURVEY
OF
#896 2ND STREET
TAX PARCEL #0911E-04-029.001
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
LESLIE NORTH

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: April 29, 2021

CALS FILE: \\2021\...\21-02-287s1.dwg FIELD BOOK: 10, PG. 49

REVIEWED SCANNED

1st Judicial District
Instrument 2021 6537 D -J1
Filed/Recorded 5/14/2021 02:26 P
Total Fees $ 26.00
5 Pages Recorded

Prepared by & Return to
David Crane, MSB# 8446
Haley, McNamara, Hall, Larmann & Papale, L.L.P.
302 Courthouse Road, Suite A
Gulfport, MS 39501
(228) 896-1144

Indexing Instructions:
Lot 12, Mississippi City Company Survey

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Deed

GRANTORS:

Jefferson Bell
47 Nack Lane
Mobile, AL 36608
(251) 533-7906

Francis Ross Bell
65 Waterford Place
Hattiesburg, MS 39402
(601) 408-7744

Harry Homer Bell, III
3305 Kings Way
Pensacola, FL 32504
(601) 408-7744

GRANTEE:

Leslie R North
896 Second Street
Gulfport, MS 39501
(228) 861-3182

STATE OF MISSISSIPPI
COUNTY OF HARRISON

DEED

FOR AND IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **Jefferson Bell, Francis Ross Bell , and Harry Homer Bell, III,** hereby sell, convey, transfer, deliver, and **warrant** the real property described as "Record Description" in Exhibit A, as well as all improvements located on said real property, to **Leslie R North.**

Additionally, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **Jefferson Bell, Francis Ross Bell, and Harry Homer Bell, III,** hereby sell, convey, transfer, deliver, and quit claim any and all interest they have in the real property described as "Survey Description" as well as all improvements located on said real property, to **Leslie R North.**

It is the intent of the Grantors to convey, and warrant the title to, the real property originally conveyed to Louis W. Bell (and his former wife) by the Warranty Deed filed and recorded in the Office of the Chancery Clerk, City of Gulfport, First Judicial District of Harrison County, Mississippi in Deed Book 5878 at Page 375 and to quit claim any interest they may have in said real property as it is described in the "Survey Description" on Exhibit A and on the plat of survey attached as Exhibit B.

This Conveyance and the Warranty made herein are subject to any and all applicable Zoning Regulations, Easements of Record, Reservations of Mineral Rights, and any Protective Covenants, if any.

WITNESS THE SIGNATURES of the grantors on the dates indicated below.

Jefferson Bell
Date signed: 5-14-21

Francis Ross Bell
Date signed: 5/14/21

Harry Homer Bell, III
Date signed: 5-11-21

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Jefferson Bell personally appeared before me, the undersigned authority in and for the State of Mississippi and County of Harrison; and, after being duly sworn, Jefferson Bell represented, under oath, that he signed and delivered the foregoing Deed.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this, the 14th day of May, 2021.

Jane Hayes Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES: 01/15/2023

STATE OF MISSISSIPPI NOTARY PUBLIC JANE HAYES SMITH Commission Expires Jan. 15, 2023 HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST

Francis Ross Bell personally appeared before me, the undersigned authority in and for the State of Mississippi and County of Harrison; and, after being duly sworn, Francis Ross Bell represented, under oath, that he signed and delivered the foregoing Deed.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this, the 14th day of May, 2021.

Jane Hayes Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES: 01/15/2023

STATE OF MISSISSIPPI NOTARY PUBLIC JANE HAYES SMITH Commission Expires Jan. 15, 2023 HARRISON COUNTY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Harry Homer Bell, III personally appeared before me, the undersigned authority in and for the State of Mississippi and County of Harrison; and, after being duly sworn, Harrison Homer Bell, III represented, under oath, that he signed and delivered the foregoing Deed.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this, the 11th day of May, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2022

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 31205 JOHN A. FOXWORTH JR. Commission Expires Oct. 11, 2022 HARRISON COUNTY

Exhibit A

The real property conveyed from Jefferson Bell, Francis Ross Bell , and Harrison Homer Bell, III to Leslie R. North, by and through this instrument, is described as follows

Record Description:

A Lot 52.5 feet by 158 feet south by Second Street, East y Letcher, Nort by McDonnell, West by Richardson, being part of Lot 12, Mississippi City Company survey, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi

Survey Description:

A parcel of land situated and being located in part of Lot 12, MISSISSIPPI CITY COMPANY SURVEY of fractional Section 2, 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 a 1/2-inch iron rod located at the southwest corner of Lot 16, Block 3, GRASSLAWN ADDITION, according to the official map or plat (Copy Book 2, Page 114) thereof on file or record at the Office of the Chancery Clerk, City of Gulfport, First Judicial District of Harrison County, Mississippi; thence run South 72 degrees 52 minutes 23 seconds West along the northerly margin of Second Street a distance of 116.30 feet to a 1/2-inch iron rod at the POINT OF BEGINNING of the parcel herein described;

Thence run from said POINT OF BEGINNING South 72 degrees 46 minutes 29 seconds West along the northerly margin of Second Street a distance of 52.33 feet to a 1/2-inch iron pipe; thence departing said northerly margin of Second Street run North 00 degrees 08 minutes 02 seconds East a distance of 154.88 feet to a 1/2-inch iron pipe; thence run North 72 degrees 57 minutes 39 seconds East a distance of 52.28 feet to a 1/2-inch iron pipe; thence run South 00 degrees 08 minutes 02 seconds West a distance of 154.70 feet to the POINT OF BEGINNING.

Said parcel contains 0.177 acres, more or less.

PERMITS/INSP PAYMENT RECPT#: 11343546
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 06/17/22 TIME: 12:46
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: LESLIE R NORTH
PAYMENT METH: CHECK
7249

REFERENCE:

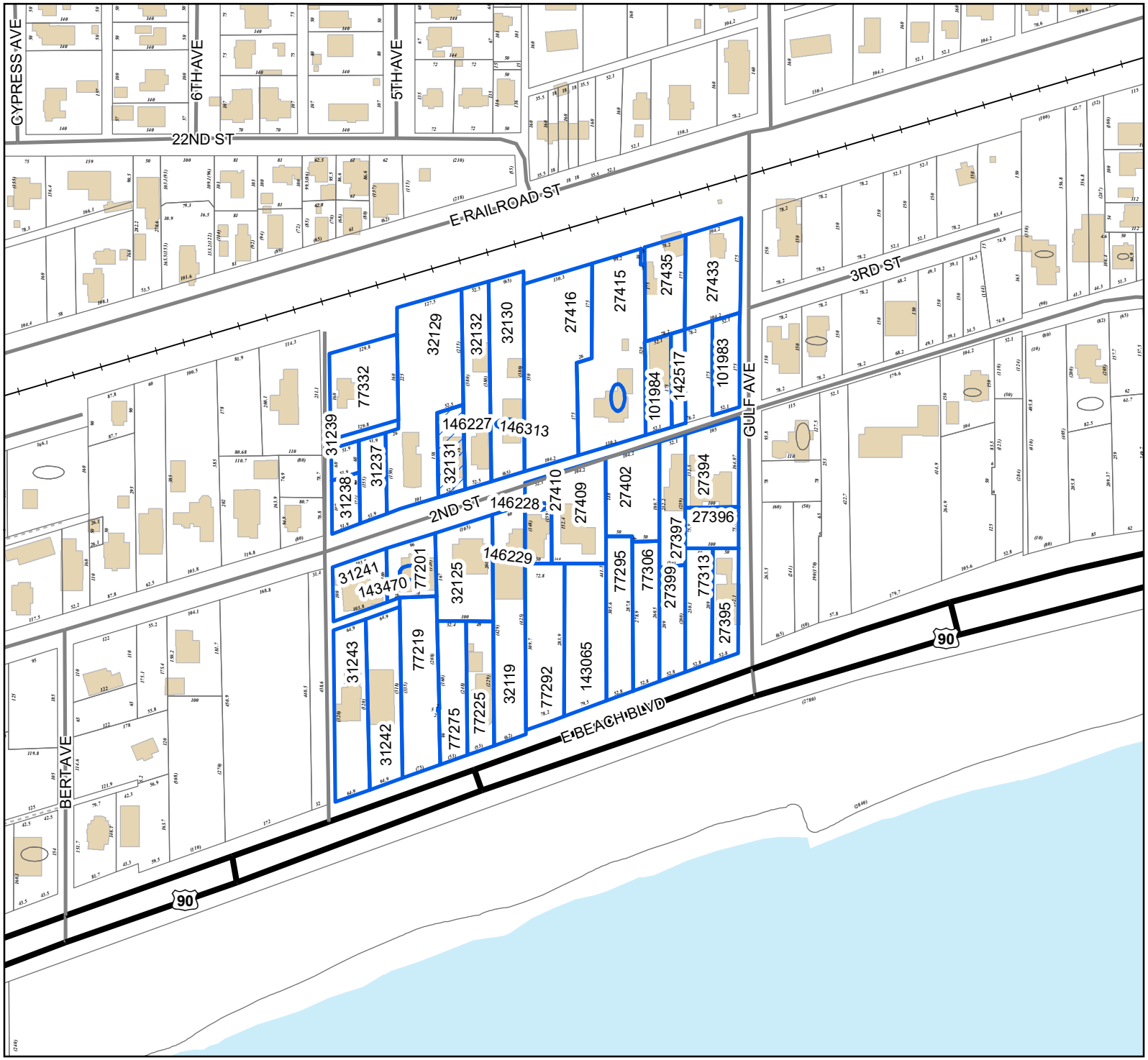
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	32131	0911E-04-029.001	NORTH LESLIE R	896 SECOND ST	GULFPORT	MS	39501
N			**Adjacent Property Owners (2209PC139)**				
	101984	0911E-04-023.002	BARRETT ASHTON S	P O BOX 6423	GULFPORT	MS	39506
N	142517	0911E-04-023.003	BARRETT ASHTON S	PO BOX 6423	GULFPORT	MS	39506
	101983	0911E-04-023.001	BARRETT ESTHER SCOTT	P O BOX 6423	GULFPORT	MS	39506
	27435	0911E-04-018.000	BARRETT W E JR ETAL	P O BOX 6423	GULFPORT	MS	39506
N	27433	0911E-04-017.000	BARRETT W E JR ETAL	P O BOX 6423	GULFPORT	MS	39506
	31242	0911E-03-024.000	BATIA KEMPTON E & NATALIE F	922 E BEACH BLVD	GULFPORT	MS	39501
	146313	0911E-04-027.001	BERHEIM P G JR & MACHELLE T	104 DUMAINE PL	MADISON	MS	39110
N	32130	0911E-04-027.000	BERNHEIM P G JR & MACHELLE T	104 DUMAINE PL	MADISON	MS	39110
	32119	0911E-03-007.000	BERNHEIM PETER J & MELANIE KAYE	P O BOX 7081	GULFPORT	MS	39506
N	146229	0911E-03-007.001	BERNHEIM PETER J & MELANIE KAYE	P O BOX 7081	GULFPORT	MS	39506
	27395	0911E-03-033.000	BRUNET HEIDI	10 PEPPERVINE TRAIL	BALD HEAD	NC	28461
	77313	0911E-03-032.000	CHRISTIAN PETER -L/E- & GAYLE ANN W	115 BAYOU CIRCLE	GULFPORT	MS	39507
	27402	0911E-03-003.000	DEAN HARLAN G III & MARGARET M	311 EAST COLLEGE STREET	CLINTON	MS	39056
	27416	0911E-04-026.000	EDRINGTON BRIAN KIRK & LOUISE K	888 2ND ST	GULFPORT	MS	39501
	143065	0911E-03-005.001	EDWARDS EMERY LOUIS	1626 E PASS RD	GULFPORT	MS	39507
	27409	0911E-03-005.000	EDWARDS JOHANNA	821 2ND ST	GULFPORT	MS	39501
	27415	0911E-04-025.000	FORESMAN BRIAN H & KRIS ANN KELLY	820 2ND STREET	GULFPORT	MS	39501
	77295	0911E-03-030.000	GANT CHARLES M	14397 CREOSOTE RD	GULFPORT	MS	39503
	27396	0911E-03-034.000	GARGIULO ANDREW T ETAL	229 STEEPLECHASE DR	ELVERSON	PA	19520
	27394	0911E-03-001.000	GARGIULO ANDREW THOMAS ETAL	229 STEEPLEHCHASE DR	ELVERSON	PA	19520
	77306	0911E-03-031.000	GARGIULO PETER V & GLENDA G	400 SILVER5 CANYON COURT	FT WORTH	TX	76108
	77292	0911E-03-028.000	HALUSKA JOHN E & JASON E	793 HICKORY TREE COVE	COLLIERVILLE	TN	38017
	32132	0911E-04-028.000	HARBORTH WILLIAM S & LINDA A SLEKIT	811 MCCUNE COURT APT# A1	GULFPORT	MS	39507
N	146227	0911E-04-028.001	HARBORTH WILLIAM S & LINDA A SLEKIT	811 MCCUNE COURT APT# A1	GULFPORT	MS	39507
	77219	0911E-03-025.000	HARTFIELD GEORGE D	1325 28TH AVE	GULFPORT	MS	39501
	31237	0911E-04-030.000	HEIDERHOFF ANDREW R & ELISE D C/O JOLIS	3508 FERRAN DR	METAIRIE	LA	70002
	31238	0911E-04-031.000	HEIDERHOFF ANDREW R ETAL	3508 FERRAN DR	METAIRIE	LA	70002
	31239	0911E-04-032.000	HEIDERHOFF JOLISE &MARY LYNN MURRET	3508 FERRAN DR	METAIRIE	LA	70002
	77201	0911E-03-009.000	HESSELL MATTHEW B & ASHLEY G	915 2ND ST	GULFPORT	MS	39501
N	143470	0911E-03-009.001	HESSELL MATTHEW B & ASHLEY G	1525 EAST PASS RD APT 222	GULFPORT	MS	39507
	31241	0911E-03-010.000	JONES KENNETH II & LEIGH FRAZIER	919 2ND ST	GULFPORT	MS	39501
	77275	0911E-03-026.000	MILLER GEORGE L III	918 E BEACH BLVD	GULFPORT	MS	39501
	77225	0911E-03-027.000	MILLER GEORGE L III & WEBB RICKEY	916 E BEACH BLVD	GULFPORT	MS	39501
	32125	0911E-03-008.000	RYLAND PEGGY -BNF-	911 2ND ST	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	27410	0911E-03-006.000	SMARTT MICHAEL I & STEPHANIE T	3710 RAWLINS ST STE 1350	DALLAS	TX	75219
N	146228	0911E-03-006.001	SMARTT MICHAEL I & STEPHANIE T	3710 RAWLINS ST STE 1350	DALLAS	TX	75219
	31243	0911E-03-023.000	THOMPSON MARCUS A	924 E BEACH BLVD	GULFPORT	MS	39501
	32129	0911E-04-029.000	WATSON MARIA L	P O BOX 8312	GULFPORT	MS	39502
	27399	0911E-03-032.001	WEATHERLY ANN PENN -EST-	115 BAYOU CIRCLE	GULFPORT	MS	39507
	27397	0911E-03-002.000	WEATHERLY PATRICIA C	7 BAYOU PLACE	GULFPORT	MS	39503
	77332	0911E-04-033.000	WHITE TONY E & ELIZABETH M	2801 PINE AVENUE	GULFPORT	MS	39501

2208PC139

Planning Commission Approval



Legend

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

0 40 80 120

Yards

1 inch = 255 feet

N
W E
S

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

RE: Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, August 25, 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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

08-19-2022

Nathan V. Boddie
boddieappraise@gmail.com

Mr. Greg Holmes
Planning Administrator
1410 24th Avenue
Gulfport, MS 39501

RE: Leslie North
896 2nd Street
Gulfport, MS 39501

Request for use of a home office

Mr. Holmes:

I wish to express my support for Ms. North's request to be permitted a home office at her residence at 896 2nd Street. I have been Ms. North's neighbor since 2014 and know she would never ask for or do anything contrary to the well being of Gulfport or its neighborhoods.

Yours truly,

Nathan V. Boddie
1106 2nd Street
Gulfport, MS 39501

Email: boddieappraise@gmail.com

Cell 228.380.1201

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **Planning Commission Approval 2208PC140:**

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2208PC140

Hearing Date: August 25, 2022

Current Zoning/Use: R-B / Commercial building

Legal: Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

TECHNICAL DETAILS

The applicant requests planning commission approval for a drug store use. Specifically, this establishment would be a retail use for CBD Oil merchandise. It should be considered that at the time this report was drafted, the city's licensing software was down and our office was unable to determine if the previous business and new business going in were of the same style or type. This term planning uses is, "use to use". If a use to use cannot be found, then the applicant would need to provide a parking plan showing the site can meet the required parking or would have to ask for variances to deviate from the city's ordinance on parking requirements prior to any licenses being issued.

EXECUTIVE SUMMARY

Along Dedeaux Road, there are a variety of uses including salons, offices, restaurants, clinics and other retail uses, which may compliment the requested use. However, if a use to use cannot be determined, prior the any licensing the applicant would need to prove parking requirement can be met on site or pursue approval by means of variances to deviate from the city's parking requirements.

Any approval should consider these conditions:

1. Planning Commission approval of use does not exclude the applicant from meeting the city's parking requirement.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 8/18/2022.

Public Works: No conditions. Memo dated 8/18/2022.

Traffic and Safety: No conditions. Memo dated 8/18/2022.

Building Code Services: No conditions. Memo dated 8/16/2022.

GIS: No conditions. Memo dated 8/17/2022.

D. W

Technical Report

PLANNING COMMISSION APPROVAL

Police Department: No conditions. Memo dated 8/11/2022.

Fire Department: No conditions. Memo dated 8/12/2022.

City Arborist: No conditions. Memo dated 8/10/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

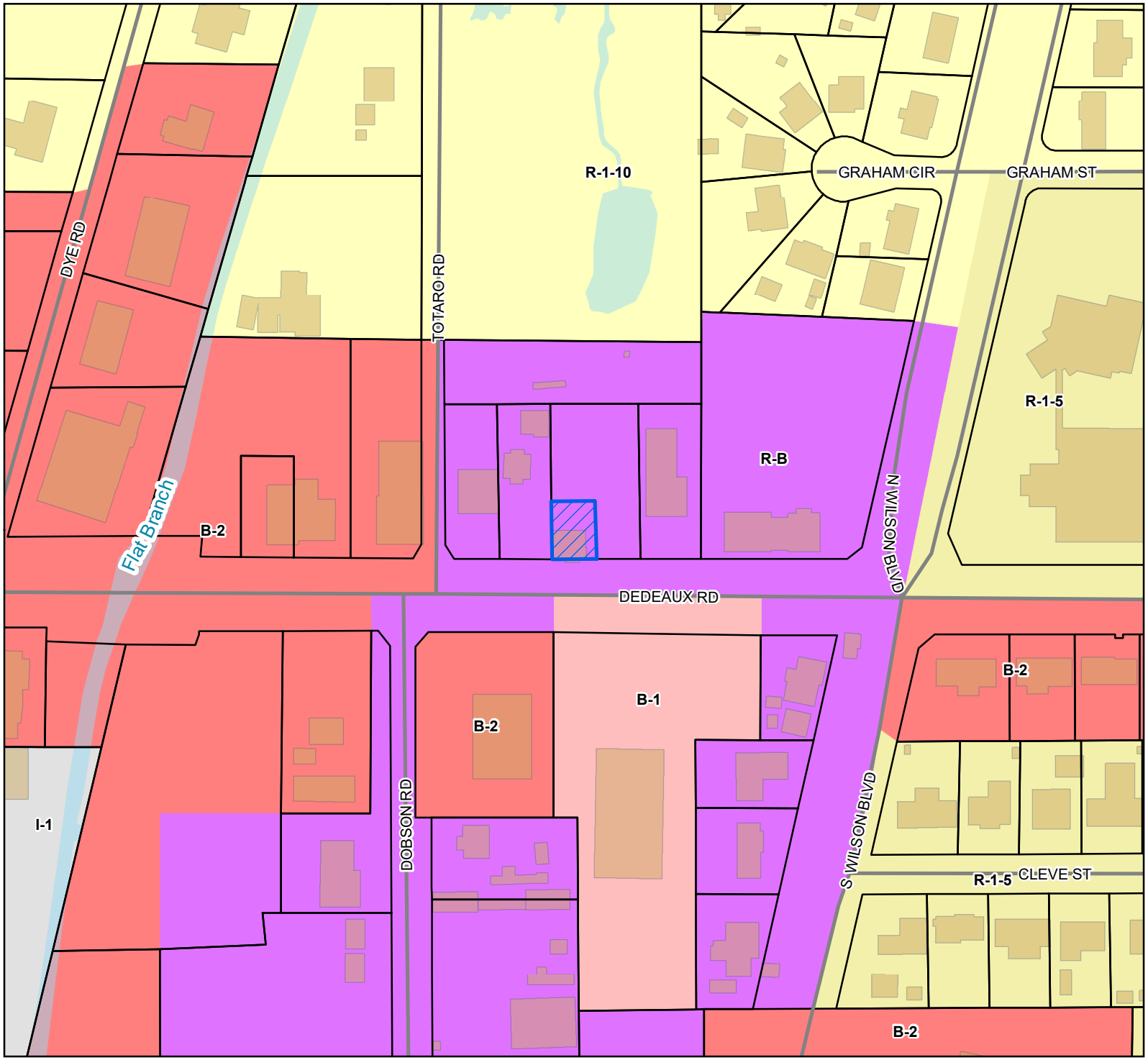
_____

Greg Pietrangelo
Director of Urban Development Department

D.12

2208PC140

Planning Commission Approval



Site
Street
Parcels
Buildings
Water Features

Zoning

- B-1 - Neighborhood Business District
- B-2 - General Business District
- I-1 - Light Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

Site Information

0808K-03-113.001
Zoning: R-B (Residence-Business)
Size: 3,856 Sq. Ft.
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2208PC140

Date Received: _____

Receipt Number: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 0808K-03-113.001

Address of Property Involved: 15142 Dedeaux Rd

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Requesting approval for drugstore / CBD oil establiment use.

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
South MS Holding	
Printed Name of Owner	Printed Name of Agent
15132 Dedeaux Rd	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228 323-2774	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Cibourque1970@gmail.com	
Email	Email
Signature of Owner	**Signature of Agent**

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

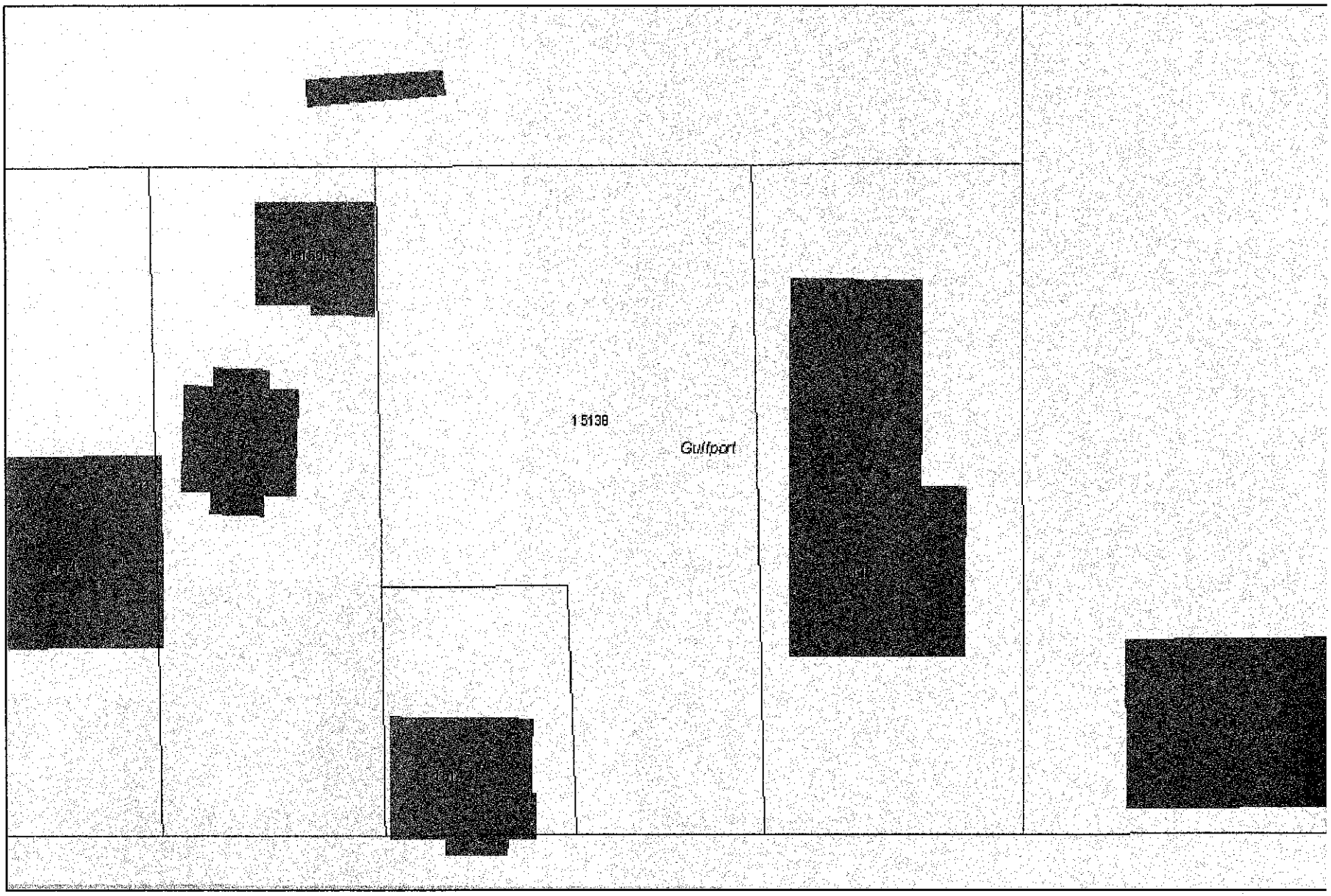
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

Planning Commission

Transportation to the location will be provided by the customer own car to The store.
Water supply will be provided by The City of Gulfport.
Waste disposal will be provided by City of Gulfport.
Fire and Police provided by the City of Gulfport.
The location was an Existing payday loan business with an Adequate Parking & facility to Accommodate the customer.
In the area of Dollar General, Oreilly's Auto Parts, Hair Salon, And Sign Shop which are retail Business.

Charles Bourque

Gulfport Online Atlas



June 24, 2022

1:564

0 0.00475 0.0095

0 0.0075 0.015

Streets

County Streets

Interstate Highway

Principal Arterial

Minor Arterial

Military

Parcels

Buildings

PREPARED BY:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 2107302
MS Bar No.:10733

Return To:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 2107302

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid this date, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

Gilbert C. Weaver, Grantor
15142 Dedeaux Road
Gulfport, MS 39503
228-297-2013

does hereby sell, convey and warrant unto

South MS Holding, LLC, a Mississippi Limited Liability Company, Grantee
15132 Dedeaux Road
Gulfport, MS 39503
228-323-2774,

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

(See Exhibit A attached)

INDEXING INSTRUCTIONS: Pcl in SW 1/4 of NE 1/4, Sec. 9-7-11, Harrison Co., MS

Property is no part of the homestead of the Grantor.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and are assumed by the Grantee. When said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

This conveyance is made expressly subject to any and all restrictive covenants, rights-of-way,

easements, and mineral reservations and any other rights now of record which effect the above described property.

WITNESS MY SIGNATURE, this the 19th day of March, 2021.

Gilbert C. Weaver

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Gilbert C. Weaver, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein stated.

Given under my hand and seal, this the 19th day of March, 2021.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
CANDACE M. DYE
NOTARY PUBLIC
ID No. 80414
Commission Expires
January 24, 2022
HARRISON COUNTY

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying and being situated in Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at the intersection of the North line of Dedeaux Road and the East line of the West one-half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 9, Township 7 South, Range 11 West, Harrison County, Mississippi; thence Westerly along the North line of Dedeaux Road a distance of 128.2 feet to the Point of Beginning; thence Westerly along the North line of Dedeaux Road a distance of 54.0 feet to a point; thence Northerly a distance of 88.0 feet to a point; thence Easterly and parallel to the North line of Dedeaux Road a distance of 54.0 feet to a point; thence Southerly a distance of 88.0 feet to the Point of Beginning.

JCW

DECLARATION OF ACCEPTANCE

RE: **15142 Dedeaux Road, Gulfport, MS 39503**

We, the undersigned, do hereby declare, without any reservations we have inspected the property at the above location as of this date and that without any reservations, we do hereby accept the property as suitable for our intended use.

We, the undersigned, further acknowledge that we are aware that application may need to be made to various governmental agencies for approval and/or permits prior to our using the property and that we assume all responsibility for making any such applications and obtaining any and all permits or approvals from said governmental agencies, and that we desire to proceed with purchase of referenced property.

Witness our signatures this the **19th** day of **March, 2021.**

South MS Holding, LLC

By: **Ira Charles Bourque, Member**

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
South MS Holding, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1090126
Status:	Good Standing
Effective Date:	04/06/2016
State of Incorporation:	Mississippi
Principal Office Address:	15132 Dedeaux Road Gulfport, MS 39503

Registered Agent

Name

Ira Charles Bourque
15132 Dedeaux Road
Gulfport, MS 39503

Officers & Directors

Name	Title
Ira Charles Bourque 15132 Dedeaux Road Gulfport, MS 39503	Member

PERMITS/INSP PAYMENT RECPT#: 11351967
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 06/24/22 TIME: 11:58
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

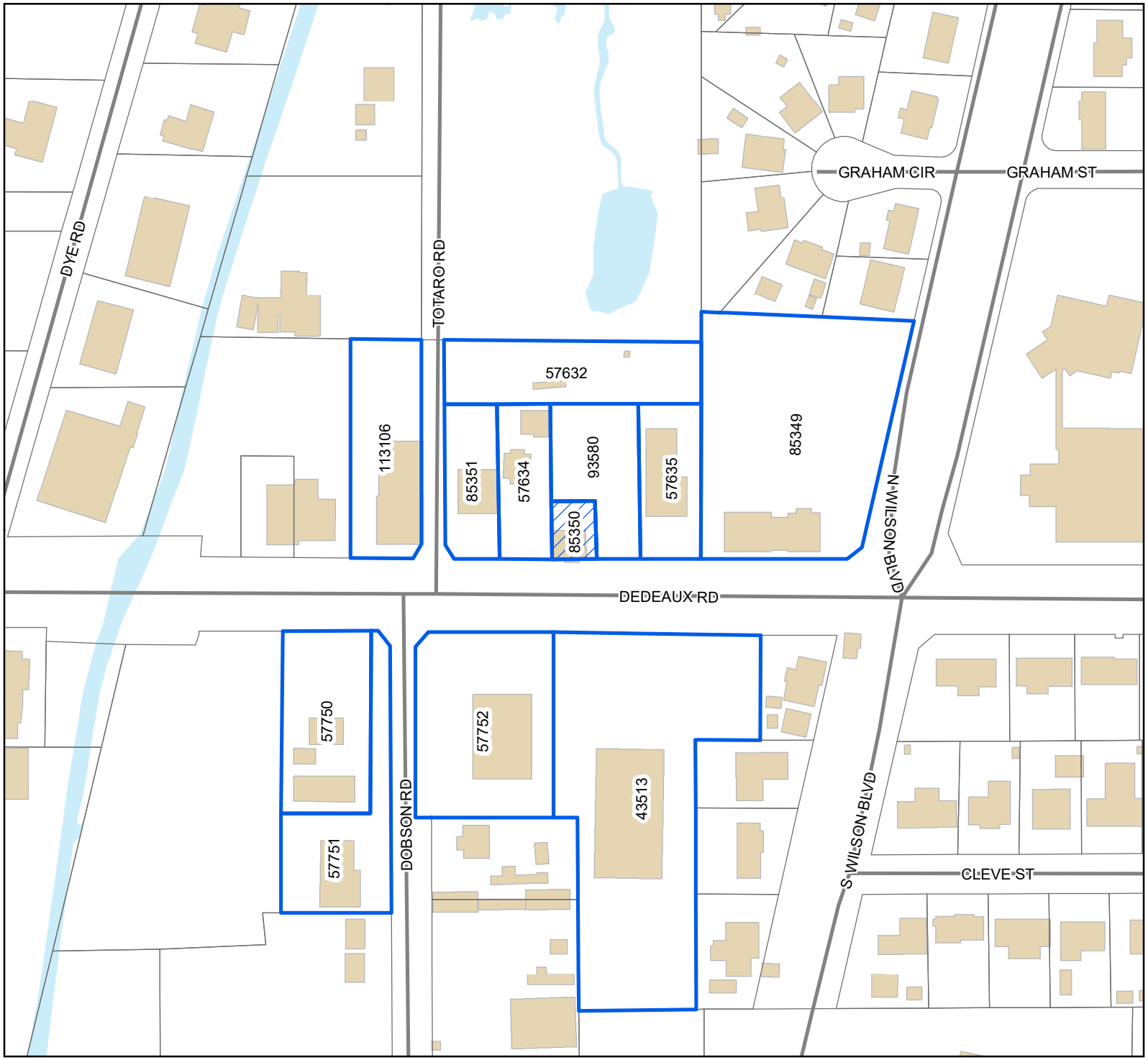
AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
127
REFERENCE:

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

2208PC140

Planning Commission Approval



Legend

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

0 25 50 75
Yards

1 inch = 170 feet

N
W E
S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	85350	0808K-03-113.001	SOUTH MS HOLDING LLC (OWNER)	15132 DEDEAUX RD	GULFPORT	MS	39503
			Adjacent Property Owners (140)				
	57634	0808K-03-114.000	COBB TERRY & MARGARET	21313 MITCHELL RD	SAUCIER	MS	39574
	43513	0808N-04-002.000	DEKOVNER BETTY -TRUSTEE-	RHODES FAMILY TRUST THE	IRVINE	CA	92614
	57750	0808N-04-040.000	DOUCET TOMMY	11 E 52ND ST	GULFPORT	MS	39507
	57751	0808N-04-039.000	EDWARDS JOANNE	11247 DOBSON RD A	GULFPORT	MS	39503
	85351	0808K-03-115.000	JEFFERSON TAMIKA	15154 DEDEAUX ROAD	GULFPORT	MS	39503
	57752	0808N-04-031.000	O'REILLY AUTOMOTIVE INC C/O THOMAS RE	P O BOX 06116	CHICAGO	IL	60606
	113106	0808K-03-116.001	PING YU LLC	15164 DEDEAUX RD	GULFPORT	MS	39503
	85349	0808K-03-111.000	POPPS FERRY INVESTMENT GROUP LLC	2330 ATKINSON RD	BILOXI	MS	39531
N	57632	0808K-03-113.000	SOUTH MS HOLDING LLC	15132 DEDEAUX RD	GULFPORT	MS	39503
N	93580	0808K-03-113.002	SOUTH MS HOLDING LLC	15132 DEDEAUX RD	GULFPORT	MS	39503
N	57635	0808K-03-112.000	SOUTH MS HOLDING LLC	15132 DEDEAUX RD	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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

RE: Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, August 25, 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 Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **Planning Commission Approval 2208PC142:**

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2208PC142

Hearing Date: August 25, 2022

Current Zoning/Use: B-2 / Vacant Commercial Lot

Legal: Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, requests funeral home, mortuary, or undertaking establishment use on tax parcel number 0808P-01-010.003, containing approximately 1.6 acres zoned B-2 (General business), Ward 5

TECHNICAL DETAILS

The applicant requests Planning Commission Approval to allow for funeral home, mortuary, or undertaking establishment use. The property is currently a vacant lot situated south of and adjacent to an existing funeral home at 11280 Three Rivers Road. It should be noted that the applicant currently owns the abutting funeral home.

The agent states in the application that the future goal of this property is to allow for office space, parking, morgue operations as well as a funeral service chapel similar to the current funeral home operation of the adjacent property. The agent also states that the master plan for this property has not yet been determined, though he did submit a building site plan at the request of staff.

The site plan submitted by the applicant depicts the proposed buildings for future administrative offices and funeral reception center, as well as the existing funeral home adjacent to subject property. The site plan illustrates a "parking lot" area. However, structure dimensions, including square footage, are not depicted in the building plans, therefore appropriate parking spaces according to the City of Gulfport's Zoning Ordinance cannot be determined. The Zoning Ordinance states that funeral homes must have 1 parking space per 3 chapel seats, which has not been addressed by applicant.

The applicant states the intention of being a "quiet neighbor." Upon conducting a site visit, staff observed other uses of properties within 1,000 feet that included mini warehouse storage, convenience store, church, school, and multi-family dwellings.

Staff also observed the subject property is located off Three Rivers Road, just south of the Dedeaux Road and Three Rivers Road intersection, with both roadways being major thoroughfares in the city of Gulfport. This creates the potential for heavy traffic flow during the conduction of funeral processions. The turning lane on Three Rivers Road ends just north of the subject property and the road becomes two-lane directly in front of the subject property, which could potentially lead to high traffic density. The applicant states that access to this property will be from Three Rivers Road and the abutting property.

D. L

Technical Report

PLANNING COMMISSION APPROVAL

EXECUTIVE SUMMARY

It should be noted that while the existing funeral home, which abuts the subject property, appears to be in harmony with the community, applicant should consider coordinating with the appropriate City of Gulfport departments in order to ensure adequate and safe traffic conditions.

Any approval should consider these conditions:

1. All Construction and Building Codes shall be complied with for occupancy.
2. Applicant to provide parking plan.

DEPARTMENTAL CONDITIONS

Engineering:	No comments. Memo dated 8/18/22.
Public Works:	Must provide construction plans at time of permitting. Memo dated 8/18/22.
Traffic and Safety:	No conditions. Memo dated 8/18/22.
Building Code Services:	All construction must comply with Building Codes. Memo dated 8/16/22.
GIS:	No conditions. Memo dated 8/17/22.
Police Department:	No conditions. Memo dated 8/11/22.
Fire Department:	No conditions. Memo dated 8/12/22.
City Arborist:	Protected trees to be preserved and protected per City Ordinance. Memo dated 8/10/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

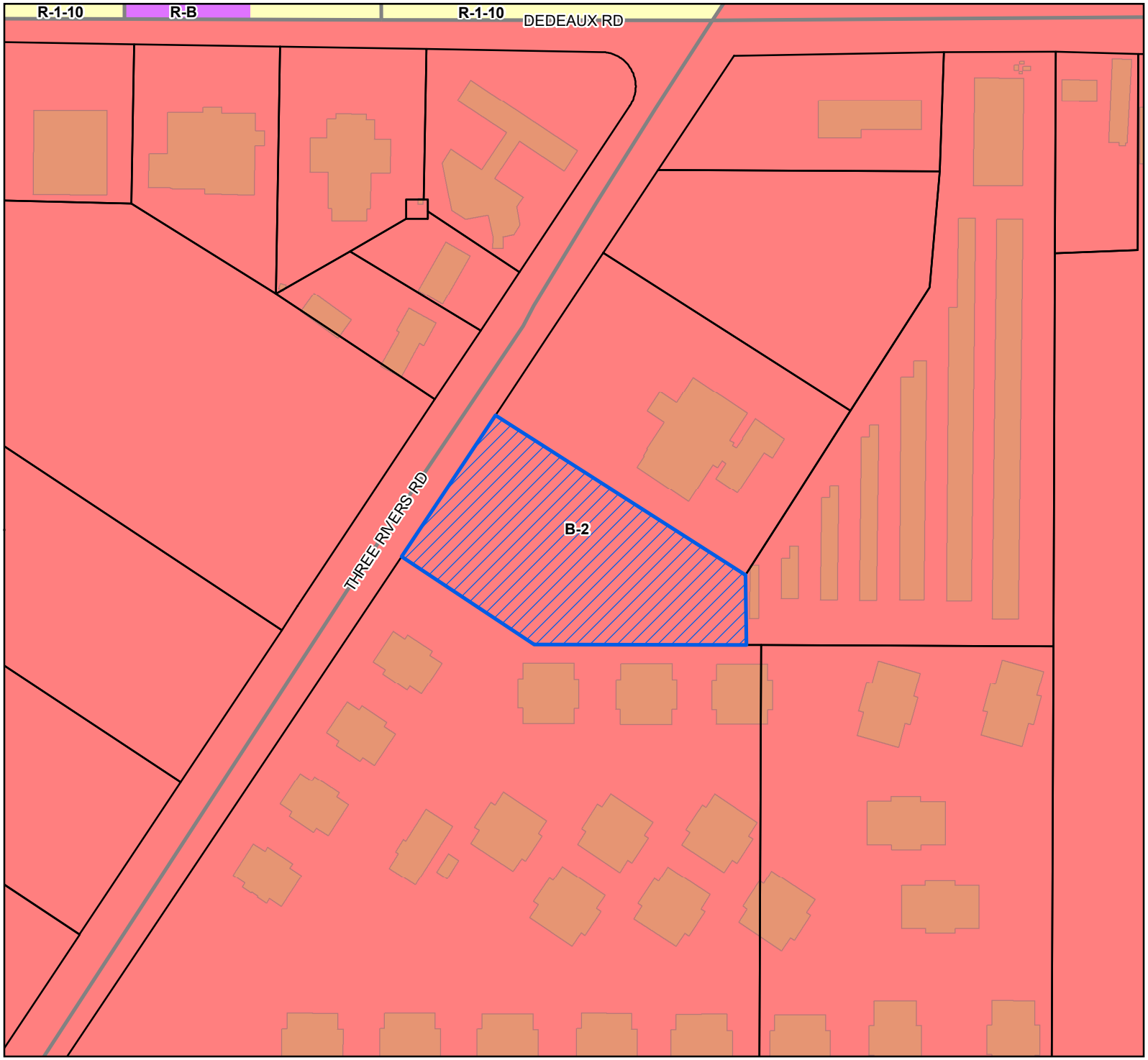
_____

Greg Pietrangelo
Director of Urban Development Department

b.2

2208PC142

Planning Commission Approval



Site
Street
Parcels
Buildings

Zoning

B-2 - General Business District

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

R-B - Residence-Business District

Site Information

0808P-01-010.003
Zoning: B-2 (General Business District)
Size: 1.6 Acres
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 22DSPC142

Date Received: 7/01/22

Receipt Number: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 0 8 0 8 P – 0 1 – 0 1 0 . 0 0 3

Address of Property Involved: Three Rivers Road, Gulfport, MS 39503

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

General Location: Lot 8A, Replat of Lot 8 Three Rivers South Subdivision, Section 10, T7S, R11W, Harrison County, MS

GENERAL DESCRIPTION OF REQUEST:

We respectfully request Planning Commission Approval to permit the use of the subject property as a funeral home, mortuary, or undertaking establishment in a B-2 Zone.

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
Gryder's at "Three Rivers Road" LLC	David Chadwick Riemann
Printed Name of Owner	Printed Name of Agent
2113 Government St., Suite D4	11280 Three Rivers Rd.
Mailing Address	Mailing Address
Ocean Springs, MS 39564	Gulfport MS 39503
City State Zip code	City State Zip code
228-209-4912 228-875-7224	(228)539 9800 (228)860-9020
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
michagryder@gmail.com	chriemann@riemannfamily.com
Email	Email
Micha V. Gryder	
Signature of Owner	Signature of Agent
President of Gryder's at "Three Rivers Rd"	

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) Gryder's at "Three Rivers Road" LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 2113 Government St., Suite D4, Ocean Springs, MS 39564

PHONE # (H) 228-209-4912 (W) 228-875-7224

TAX PARCEL NUMBER(S) OWNED 0808P-01-010.003

SIGNATURE: Micha V. Gryder
President of Gryder's at "Three Rivers Rd", LLC

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H) (W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H) (W)

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:

Gulfport MISSISSIPPI

Designation of Agent

I, Micha Gryder (PRINT NAME), being owner of the property 0806P-01-010.003 (PRIMARY ADDRESS OF PARCEL) which is the subject of this application hereby authorize David Chadwick Riemann (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.

Micha V Gryder 6-28-22

Signature *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 28 day of June, 20 22

Rosalie Kay Newport April 10, 2025

Notary Public *Commission Expiration*

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 105194 ROSALIE KAY NEWPORT Commission Expires April 10, 2025 JACKSON COUNTY

MINUTES OF GRYDER GROUP, INC.

SHARE HOLDERS

Be it remembered that the Board of Directors of Gryder Group, Inc. held a special meeting at the company office at 2113 Government Street, Suite D-4, Ocean Springs, MS on December 3, 2020 at 10:00 am with following present.

Micha V. Gryder, President

Garlyn M. Gryder, Secretary

William C. Gryder, IV, held one hundred (100 %) percent of shares, departed this life intestate on August 29, 2019. The Corporation was included as part of his probate estate. By Order and Decree filed August 13, 2020 in the Chancery Court of Jackson County, Mississippi, as shown and attached to these minutes, the remaining assets of the Estate, whether real, personal or mixed, of whatsoever kind and wheresoever located be, and hereby are, vested in Micha V. Gryder, William C. Gryder, V and Garlyn M. Gryder, in equal shares.

Purpose of this meeting is to issue new stock certificates to the new shareholders. Certificate #17, for four hundred eighty-nine (489) shares, issued to William C. Gryder, IV on January 12, 2012, will be cancelled and Certificates #18, #19 and #20, will be issued to Micha V. Gryder, William C. (Neil) Gryder, V and Garlyn M. Gryder for one hundred sixty-three (163) shares each.

The new shareholders agree the banking accounts signature authorization will be Micha V. Gryder and Garlyn M. Gryder.

It is further noted that the President, Micha V. Gryder, is herein authorized to solely act in all capacities on behalf of Gryder Group, Inc., which includes actions for entities in which Gryder Group, Inc. holds ownership interest. This order of business has been agreed and approved.

Being no further business, the meeting was adjourned.

Micha V. Gryder - President

Garlyn M. Gryder - Secretary

RIEMANN FAMILY
Funeral Homes

June 28, 2022

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

Dear Commissioners,

We have entered into a Purchase Agreement with Micha Gryder of *Gryder's at Three Rivers Road, LLC* to purchase the said property that is situated South and adjacent to our funeral home operation located at 11280 Three Rivers Road, Gulfport.

We are submitting an application to the Planning Commission to address the current zoning and how it relates to operating a funeral establishment. The master plan for this property has not yet been determined, but the space will be vital for future growth and expansion. Our goal is to have the property zoned in a manner that would allow for office space, parking, morgue operations, and funeral service chapel space similarly to our current property next door where we serve more families than any other funeral home in the state.

As a quiet neighbor, we look forward to investing in and serving the community in a bigger and better way. Please consider this request to allow for a funeral home operation on this property.

Gratefully,

Chad Riemann, President
Riemann Family Funeral Homes, Inc.

PREPARED BY AND RETURN TO MEADOWS RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502 228-864-4511

ENTERED ON COMPUTER

SCANNED

CHANCERY CLERK OF HARRISON COUNTY MISSISSIPPI

1st Judicial District
Instrument 2006 725 D -J1
Filed/Recorded 1 30 2006 2 12 P
Total Fees 12.00
4 Pages Recorded

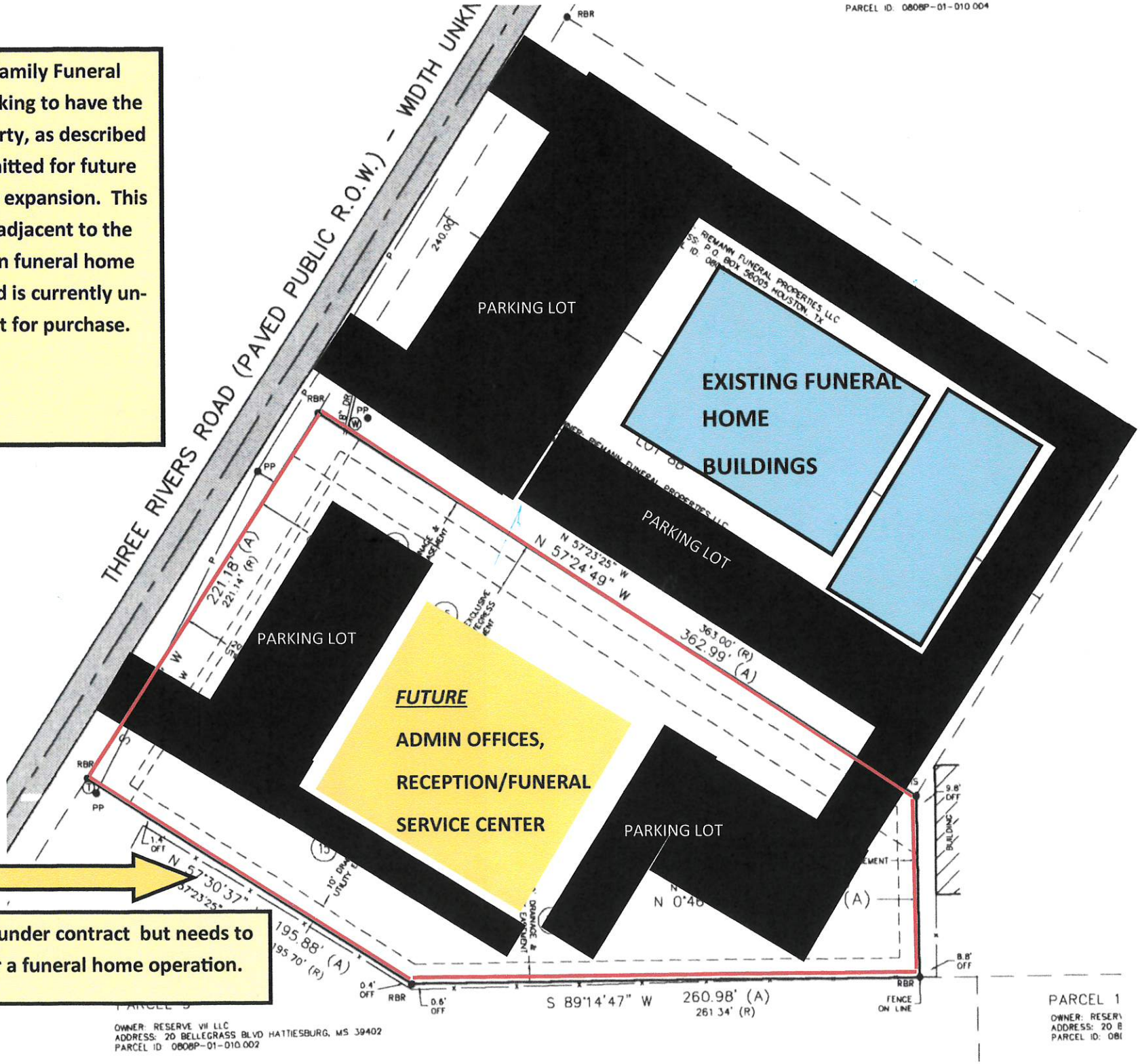
STATE OF MISSISSIPPI
COUNTY OF Harrison

W A R R A N T Y D E E D

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 SILVERLEAF RESORTS, INC., a Texas corporation, does hereby sell, convey and warrant unto GRYDER'S AT "THREE RIVERS ROAD" LLC, a Mississippi Limited Liability Company, the following described land and property located and being situated in the First Judicial District of Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

> Parcel 8A, Replat of Parcel 8, Three Rivers South, 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 45 at Page 3.

Riemann Family Funeral Homes is seeking to have the Gryder property, as described below, permitted for future funeral home expansion. This property is adjacent to the current Main funeral home operation and is currently under contract for purchase.



This property is under contract but needs to be permitted for a funeral home operation.

Notes Corresponding to Schedule B

(16) All matters appearing on Plat recorded in Plat Book 38, Page 42, as amended by Amendment to Regulations or Restriction for Three Rivers South Subdivision by Condominium Builders, Inc., dated September 7, 1985, as recorded December 11, 1985 in Book 1321, Page 208; and Plat Book 45, Page 3, aforesaid records.
ON PROPERTY -- AS SHOWN

Right-of-Way Easement from Kathleen Franklin to Harrison County, Mississippi, dated December 18, 1967, as recorded August 25, 1969 in Book 3112, Page 443, and re-recorded December 13, 1969 in Book 1133, Page 130, aforesaid records.
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED -- MAY PERTAIN TO THREE RIVERS ROAD AND DEDEAUX ROAD

(17) Easement from Condominium Builders, Inc. to Bellsouth Telecommunications, Inc., a Georgia corporation, dated September 11, 1985, and recorded September 22, 1987 in Book 1283, Page 374, aforesaid records
OFF PROPERTY -- FALLS WITHIN LOT 8C

(18) Easement from Charles Cooper III and Dorothy L Cooper to Bellsouth Telecommunications, Inc., a Georgia corporation, dated September 12, 2005, and recorded September 19, 2005 as Instrument No 200509059330 --A, aforesaid records.
OFF PROPERTY -- FALLS WITHIN LOT 8C

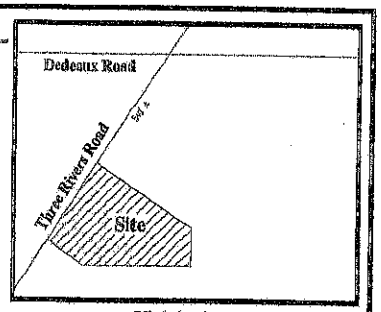
Zoning

STATUS	ZONE B-2		ZONING REPORT INFO
ITEM	REQUIRED	OBSERVED	COMPANY: CBCworks, LLC
PERMITTED USE	GENERAL RETAIL	GENERAL RETAIL	JOB NUMBER: 22-10907-Dal
MIN. AREA	NONE REQUIRED	73,862 SF / 1.696 AC	REPORT DATE: 06-19-2022
MIN. LOT DEPTH	NONE REQUIRED	200.93 FEET	
MIN. LOT WIDTH	NONE REQUIRED	200.93 FEET	
MAX. HEIGHT	NONE REQUIRED	20.16 FEET	
MAX. FLOOR AREA RATIO	NONE REQUIRED	N/A	
MAX. BLDG COVERAGE	NONE	N/A	
MAX. UNITS PER ACRE	NONE REQUIRED	N/A	
MIN. SF PER UNIT	NONE REQUIRED	N/A	
MIN SETBACKS FRONT	15 FEET	N/A	
MIN. SETBACKS SIDE	NONE REQUIRED	N/A	
MIN. SETBACKS STREET SIDE	15 FEET	N/A	
MIN. SETBACKS REAR	NONE REQUIRED	N/A	
MAX. BUILDING HEIGHT	35 FEET	N/A	
PARKING REGULAR	N/A	N/A	
PARKING HANDICAP	N/A	N/A	
PARKING TOTAL	N/A	N/A	

Miscellaneous Notes

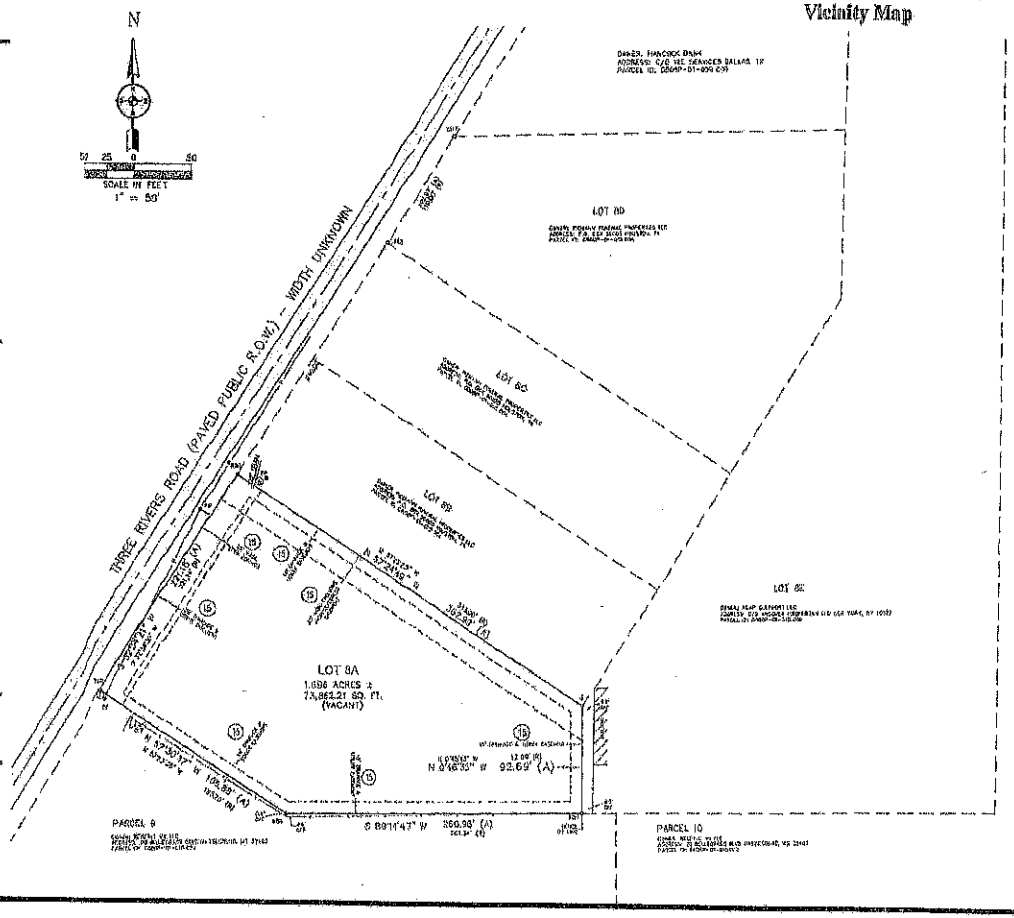
1. BEARINGS AND DISTANCES SHOWN ON RECORD PLAT.
2. NONE WAS NO WETLANDS FOUND DURING THE TIME OF PERFORMANCE OF THE SURVEY.
3. THE LOCATION OF THE UTILITIES SHOWN HEREON ARE THOSE OBSERVED VISUALLY EVIDENCE OF ABOVE GROUND IMPROVEMENTS ONLY.
4. AT THE TIME OF SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
5. AT THE TIME OF SURVEY THERE WERE NO CHANGES IN STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK REPAIR.
6. NO OBVIOUS VIOLATIONS OF ZONING LAWS WERE NOTED DURING THE TIME OF THE SURVEY.
7. AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A CEMETERY.
8. ROAD RIGHTS OF WAY SHOWN ARE NOT TO BE SCALED FOR EXACT, AND INCLUDED WITHIN ARE NOT FEET AND DECIMALS THEREOF.
10. THE BASIS OF BEARINGS ESTABLISHED FOR PROPERTY AT HAND WAS GIVEN BEARING BASED ON BEARINGS PROVIDED IN PREVIOUS NO APPROVED PLAT, WHICH WAS ESTABLISHED WITH GPS OBSERVATIONS
11. AT THE TIME OF THE SURVEY, THERE WERE NO VISIBLE STRIPED PARKING SPACES ON THE SUBJECT PROPERTY.
12. THE SURVEYOR IS NOT ADVISED OF ANY RESTRICTIONS (EASEMENTS, RESERVATIONS, ETC.) OTHER THAN THOSE SHOWN ON THE RECORDED PLAT OR THOSE DISCLOSED BY THE TITLE COMMITMENT PROVIDED.

Vicinity Map



Encroachment Statement

NONE OBSERVED



Legend of Symbols & Abbreviations

IRON = 1/2" REBAR IRON FOUND
CMT = CONCRETE MONUMENT FOUND
○ = 1/2" CAPPED IRON IRON SET (PLS-15609 CAROLINA)
(R) = RECORD
(A) = ACTUAL
= FENCE LINE
(W) = WATER METER
(P) = POWERLINE POLE
= GUY WIRE
= ASPHALT

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE THOSE OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

Flood Note

By graphic plotting only, this property is in Zone X--Included of the Flood Insurance Rate Map 28047C0254H, Community Panel No. 255023, which bears an effective date of December 21, 2017 and is not in a Special Flood Hazard Area.

Record Legal Description

Not found in abstract or title

[illegible]

Parcel 8A, Replat of Parcel 8, Three Rivers South, a subdivision according to the official plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, Plat Book 45 at Page 3.

ENCLOSING 73,862.21 SF, 1.696 ACRES MORE OR LESS

THE BASIS, BEARINGS, DISTANCES AND DESCRIBED MONUMENTS ARE THE SAME AS REFERENCED IN THE EARLIER NATIONAL BLUE MOUNTAINS SURVEY AND PROPERTY DESCRIPTION, WHICH WAS ESTABLISHED WITH GPS OBSERVATIONS ON JULY 2, 2012.

ALTA/NSPS Land Title Survey

Lot 8A

Project 022-10907-Dal-5001
Three Rivers Rd
Gulfport, MS 39503

County of Harrison

Surveyor Certification

To Nexus Funeral Properties LLC, a Mississippi limited liability company; Fidelity National Title Insurance Company; and CBCworks, LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6a, 6b, 7a, 7b(1), 7c, 8, 9, 13, 14, 16, 17, 18 of Table A thereof. The field work was completed on April 4, 2022.

Surveyor's Signature

A DELTA CONSULT
POLYSURVEYING
5686 JACKSON ROAD
MOBILE, AL 36619
(334)-666-2860
FILE NO 2023-133

Surveyor License # 5006
Date of last revision

Revisions
Date	Revision

Sheet 1 of 1

NEXUS CRE (330) 777-0502

PLEASE DIRECT ALL INQUIRIES FOR THIS SURVEY TO:

NEXUS-CRE
EMAIL: INFO@NEXUS-CRE.COM
PHONE: (330) 777-0502
24 N. High Street, Suite 103, Akron, OH 44308

[illegible]

June 28, 2022

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

APPLICATION SECTION F:

Transportation and Access

The master plan has not yet been created, however, access will be from Three Rivers Road and/or the property we currently own adjacent to this said piece.

Water Supply

The water supply will be designed to accommodate whatever structures are planned and will be fed by the City of Gulfport's Water and Sewer System.

Waste Disposal

Currently, we utilize the waste disposal services of a container company. Waste disposal for a new facility would be the same.

Fire and Police Protection

The master plan will allow for proper ingress and egress for the fire department and police department and will be subject to city code for fire department hookups, etc.

Other Public Facilities

The facilities will be subject to current building codes for publicly utilized facilities. They will be designed to compliment the current facilities currently operating as Riemann Family Funeral Homes, Inc.

Traffic

Increased traffic is of no concern because the numbers of people coming to the property will be consistent with what it is now. If anything, more parking will be a benefit to the public so that offsite parking will not have to be utilized.

Harmony

Our current adjacent operation has been serving Gulfport from this location since 2007. We have been good, quiet neighbors and strive to maintain beautifully manicure grounds. The same will apply for this piece of property.

City Clerk

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5790 ext. 6549
Email: rbell@gulfport-ms.gov
City Hall
2309 15th St.
Gulfport, MS 39501

May 25, 2022

VIA EMAIL:
alyssa@cresurveys.com
Alyssa Reed
2717 S Arlington Road
Akron, OH 44312

Re: Request for Records

Ms. Reed,

I am in receipt of a City of Gulfport public records request form that you submitted on May 3, 2022.

According to the information from our Urban Development Department, there were no records found pertaining to your request, "Planning commission decision letter for property located: Three Rivers Rd Gulfport, MS 39503. Parcel ID: 0808P-010-003".

If I may be of further assistance, please let me know.

Sincerely,

Rashida Bell

Rashida Bell
City Clerk
RecordsRequest@gulfport-ms.gov
(228)868-5790 ext.: 6549

Zoning Compliance Report

DRAFT REPORT

(Revision 1)

PROJECT NUMBER:
22-10407-001

REPORT DATE:
06-01-2022

Lot 8A
Three Rivers Rd
Gulfport, MS 39503

This report was prepared for:

Riemann Funeral Properties LLC, a Mississippi limited liability company; Fidelity National Title Insurance Company

In addition to:
CREsurveys, Ltd.

Submitted by: *Alexandra Cramer, Zoning Analyst*

CREzoning, Ltd · 2717 S. Arlington Ste. C · AKRON, OH 44312 · P: 330.777. 0502 · F: 888.435.1145

Table of Contents

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   b) Back-Up Documentation
   c) Executive Summary
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   b) Zoning Summary
3) Special Permitting or Zoning Conditions
4) Code Violations
5) Certificates of Occupancy
6) Adjacent Property Zoning
7) Property Specifications
   a) Setbacks
   b) Height
   c) Area
   d) Density
   e) Parking
8) Zoning Officials Contacted
9) Additional Comments
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   b) Items Beyond the Scope of this Report
   c) Surveyor
11) Enclosures

Disclaimer: *The conclusions in this Zoning Compliance Report, and the materials contained herein are based upon information available in public records, statements of public officials and the examination of survey, appraisal and other documentation provided to, but not prepared by CREzoning. CREzoning expressly disclaims liability for damages, directly or indirectly, as a result of errors, omissions or discrepancies with regard to this information. This Zoning Compliance Report is not a legal opinion and should not be construed as one. Recipients of this Zoning Compliance Report should conduct their own appropriate legal research and must exercise their own independent legal and business judgment in using these materials. If required, independent legal or other professional advice should be obtained.*

1) Summary of Findings

a) Conformance Status

	Conforming	Non-Conforming
Use:	X	
Setback:	X	
Height:	X	
Area:	X	
Density	X	
Parking	X	

b) Back-Up Documentation

	Status
Zoning Verification Letter:	Received
Certificates of Occupancy:	Received
Code Violations:	Received
Special Permitting & Zoning Conditions:	Received

c) Executive Summary

Background

The subject property is proposed to be a funeral home located at Three Rivers Rd Gulfport, Mississippi. The subject property is located within the B-2, General Business District.

Conformance Status

Status: LEGAL CONFORMING.

Use:
The subject property's current use is permitted and legal conforming but the proposed use of a funeral home requires Planning Commission approval in the B-2, General Business District.

Setback:
The subject property is in compliance with the setback requirements set forth in the zoning ordinance.

Height:
The subject property is in compliance with the height requirements set forth in the zoning ordinance.

Area:
The subject property is in compliance with the area requirements set forth in the zoning ordinance.

Density:
The subject property is in compliance with the density requirements set forth in the zoning ordinance.

Parking:
The subject property is in compliance with the parking requirements set forth in the zoning ordinance.

Right to Rebuild

(Enclosure 02. Zoning Code Sections)

Should such nonconforming structure of commercial use be destroyed or damaged by an act of God, including tornado, hurricane, flood, wind earthquake, etc., or accident or casualty, including fire or explosion not caused purposefully by the owner or tenant, the structure may be replaced or repaired. However, such replacement or repair shall be subject to the following provision: Application for a building permit must be made to the building official within one year of the time that the structure was destroyed. However, in cases of hardship the mayor and city council shall at their sole discretion have the authority to extend said one-year limitation for additional periods of time up to six (6) months each upon application of the owner or leaseholder prior to the expiration of the allowable nonconformity.

2) Site and Ordinance Summary

a) Site Summary

Size of Property:	73,862 SF / 1.69 AC
Building Size (GFA):	N/A
Building Footprint:	N/A
Number of Building(s):	N/A

b) Zoning Summary

Jurisdiction:	City of Gulfport
Zoning District(s):	B-2, General Business District
Proposed Land Use:	Funeral Home
Authorized Land Use:	Funeral Home

3) Special Permitting

The subject property has not been approved for any special permits, variances or zoning relief of any kind.

4) Code Violations

Building:	Per Rashida Bell, City Clerk, there are no open building code violations.
Fire:	Per Billy Kelley, Fire Chief, there are no open fire code violations.
Zoning:	Per Rashida Bell, City Clerk, there are no open zoning code violations.

5) Certificates of Occupancy

The municipality does not have any Certificates of Occupancy on file for the subject property. The absence of a CO is not considered a violation and will not give rise to any enforcement action from the municipality.

6) Adjacent Property Zoning

North:	B-2, General Business District
South:	B-2, General Business District
East:	B-2, General Business District
West:	B-2, General Business District

7) Property Specifications

a) Setback

	Required	Existing
Front:	25 feet	N/A
Side:	None Required	N/A
Street Side:	25 feet	N/A
Rear:	None Required	N/A

Are the existing Building Setbacks conforming? **Yes** ☒ **No** ☐

Required: Enclosure 02. Zoning Code Sections
Existing: Enclosures 03. Survey

b) Height

	Allowed	Existing
Minimum:	None Required	N/A
Maximum:	35 feet	N/A
Is the existing Height Requirement conforming?		**Yes** ☒ **No** ☐

Required: Enclosure 02. Zoning Code Sections
Existing: Enclosures 03. Survey

c) Area

	Allowed	Existing
Maximum Lot Area:	None Required	73,862 SF / 1.69 AC
Minimum Lot Area:	None Required	73,862 SF / 1.69 AC
Minimum Lot Depth:	None Required	362.99 feet
Minimum Lot Width:	None Required	221.18 feet
Minimum Road Frontage:	None Required	221.18 feet
Are the existing Area Requirements conforming?		**Yes** ☒ **No** ☐

Required: Enclosure 02. Zoning Code Sections
Existing: Enclosures 03. Survey

d) Density

	Allowed	Existing
Maximum Floor Area Ratio:	None Required	N/A
Maximum Lot Coverage:	50%	N/A
Maximum Units per Acre:	None Required	N/A
Minimum SF per Unit:	None Required	N/A
Are the existing Density Requirements conforming?		**Yes** ☒ **No** ☐

Required: Enclosure 02. Zoning Code Sections
Existing: Enclosures 03. Survey

e) Parking

Formula: Funeral homes: 1 space per 3 chapel seats

	Required	Existing
Number of Spaces:	N/A	N/A
Are the existing Parking Requirements conforming?		**Yes** ☒ **No** ☐

Required: Enclosure 02. Zoning Code Sections
Formula:
Existing: Enclosure 03. Survey

8) Zoning Officials Contacted

NAME: Derek Duckworth

TITLE: Planner I

ADDRESS: 1410 24th Avenue Gulfport, MS 39501

PHONE: (228) 868-5710

9) Additional Comments

There are no additional comments for this report.

10) Comments

a) *General Comments:*

All information contained within this report was derived from: The City of Gulfport Zoning Ordinance and Map, a Zoning Verification Letter, and an ALTA Survey.

The determination of front, rear and side setbacks set forth in this report are open for interpretation by the local municipality. CREzoning, LTD cannot certify to the reliability of the same.

b) ***Unless otherwise stated the following items are beyond the scope of this zoning report:***

Landscaping, Signage Restrictions, Lighting Restrictions, FAA Height Restrictions, Minimum Open Space Requirements, Maximum Parking Lot Coverage Restrictions, Deed Restrictions, Covenants Conditions & Restrictions, Title Report Review, Accessory Structures, HOA Restrictions, ADA Requirements, Loading Spaces, Design Guidelines, State & Health Code Requirements.

c) *Surveyor:*

NAME: J. Brett Orrell

ADDRESS: 3550 W Market Street, Suite 200, Akron, OH 44333

PHONE: (800) 787-8397

11) Enclosures

01. *Municipal Documents*
02. *Zoning Code Sections*
03. *Survey*

PERMITS/INSP PAYMENT RECPT#: 11359616
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/01/22 TIME: 11:00
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
362101472
REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	124487	0808P-01-010.003	GRYDER'S AT "THREE RIVERS ROAD" LLC (OWNER)	2113 GOVERNMENT ST	OCEAN SPRINGS	MS	39564
	124487	0808P-01-010.003	DAVID CHADWICK RIEMANN (AGENT)	11280 THREE RIVERS RD	GULFPORT	MS	39503
			Adjacent Property Owners (2208PC142)				
	1717	0808P-02-001.006	GULFPORT REDEVELOPMENT COMMISSION	2747 PASS RD	BILOXI	MS	39531
	1705	0808P-01-010.002	A-STRATEGY 9 LLC	826 IVY WALL DR	HOUSTON	TX	77079
	1713	0808P-02-001.005	GUICE SPINNER & ORGLER HOLDINGS LLC	2747 PASS RD	BILOXI	MS	39531
	1708	0808P-02-001.002	BENEFIELD PROPERTIES LLC	100 BAYOU CIRCLE	GULFPORT	MS	39507
	1704	0808P-01-010.001	A-STRATEGY 9 LLC	826 IVY WALL DR	HOUSTON	TX	77079
	1710	0808P-02-001.003	THREE RIVERS LLC C/O WARING OIL CO	PO BOX 66	VICKSBURG	MS	39181
	124488	0808P-01-010.004	RIEMANN FUNERAL PROPERTIES LLC	P O BOX 56005	HOUSTON	TX	77256
N	124487	0808P-01-010.003	GRYDER'S AT "THREE RIVERS ROAD" LLC	2113 GOVERNMENT ST	OCEAN SPRINGS	MS	39564
	1711	0808P-02-001.004	PEOPLES BANK THE	155 LAMEUSE ST	BILOXI	MS	39530
	134875	0808P-02-001.008	BENEFIELD PROPERTIES LLC	100 BAYOU CIRCLE	GULFPORT	MS	39507
	57840	0808P-01-010.000	AGAP GULFPORT LLC C/O ANDOVER PROPER	150 E 52ND STREET SUITE 32002	NEW YORK	NY	10022

2208PC142

Planning Commission Approval

Legend

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

0 40 80 120
Yards

1 inch = 300 feet

N
W E
S

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **Planning Commission Approval 2208PC143:**

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2208PC143

Hearing Date: August 25, 2022

Current Zoning/Use: B-2 / Commercial

Legal: Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

TECHNICAL DETAILS

The applicant request approval for a collision repair business located at 2311 29th Street. City of Gulfport Ordinance requires Planning Commission Approval for this type of use. The prior business located at this address was the Busted Wrench Garage Museum and Gift Shop. This business closed in November 2018, and the building have not been utilized since. Although, approval is for the use only, please be aware that applicant will have to up-grade parking before a business license can be issued. In review of the application, applicant did not adequately give statements on transportation, water supply, waste disposal fire, and harmonious conditions of exist neighborhood.

EXECUTIVE SUMMARY

Parking requirements must be addressed before business license can be issued.

Any approval should consider these conditions:

1. Parking requirements must be addressed prior to issuance of business license. Possible variance needed.
2. All construction shall comply with all Building Codes.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 8/18/22.

Public Works: No conditions. Memo dated 8/18/22.

Traffic and Safety: No conditions. Memo dated 8/18/22.

Building Code Services: All construction shall comply with all Building Codes. Memo dated 8/17/22.

GIS: No conditions. Memo dated 8/17/22.

Police Department: No conditions. Memo dated 8/11/22.

G.H.

Technical Report

PLANNING COMMISSION APPROVAL

Fire Department: No conditions. Memo dated 8/12/22.

City Arborist: No conditions. Memo dated 8/11/2022.

DIRECTOR APPROVAL

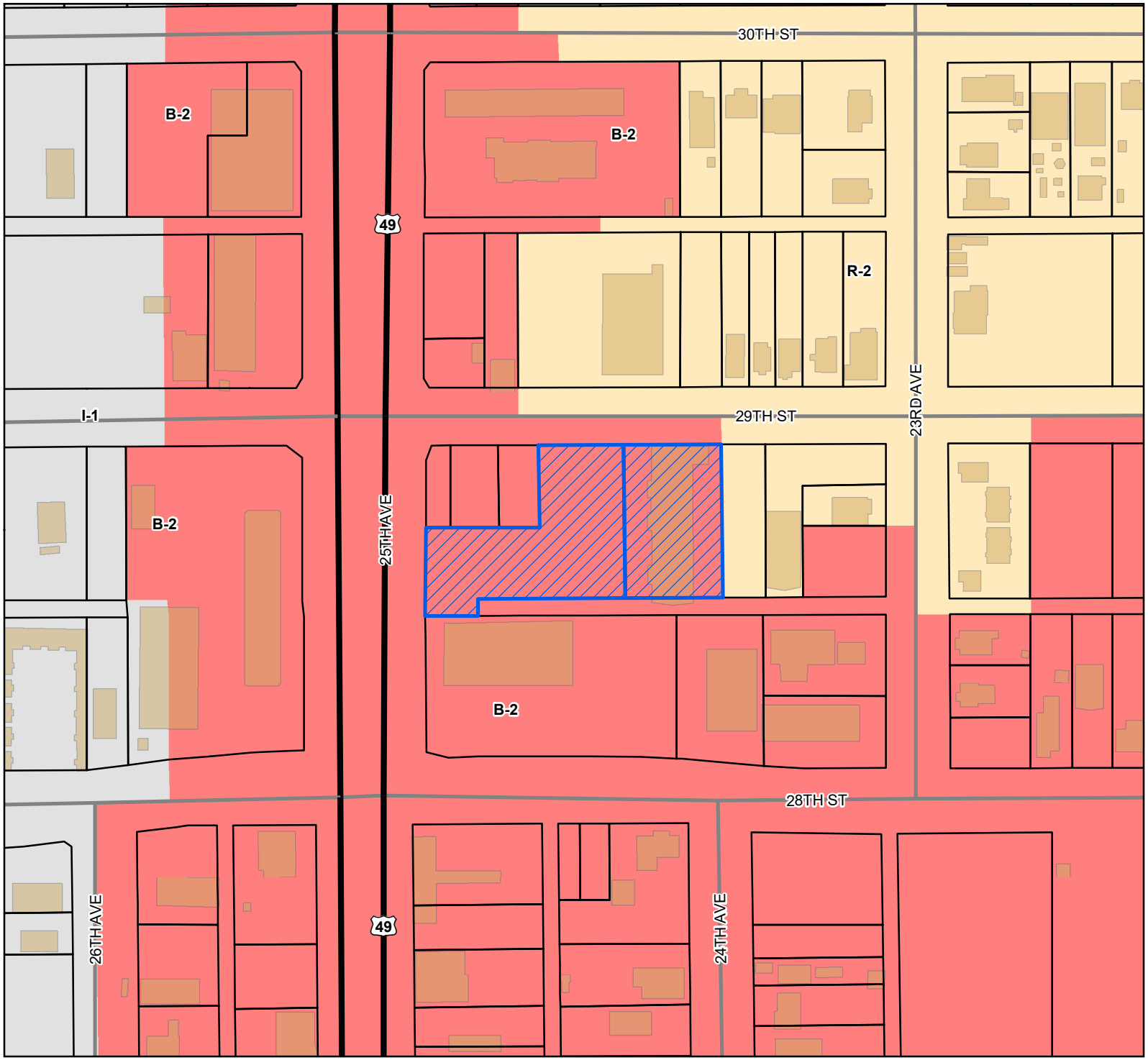
This report has been reviewed and approved by:

_____

Greg Pietrangelo
Director of Urban Development Department

2208PC143

Planning Commission Approval



Site
US or State Highway
Street
Parcels
Buildings

Zoning

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

Site Information

0810N-04-050.000 OR 0810N-04-051.000
Zoning: B-2 (General Business)
Size: 56,084.92 sqft
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2208PC143
Date Received: 7/5/2022
Receipt Number:
Received By: L.E.
Zoning: B-2
Ward: 3 Flood: X
Size:

Property Information

TAX PARCEL #
08 10N - 04 - 050.000
08 10N - 04 - 051.000
(If necessary, use separate sheet of paper)

Address of Property Involved: 2311 29th St Gulfport MS 39501

Lot(s)_____, Block(s)_____, Subdivision_____

General Location:

GENERAL DESCRIPTION OF REQUEST:
Need approval for collision repair at this location

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Performance Paint and Body	Ted Miller
Printed Name of Owner	Printed Name of Agent
2400 28th St	24050 Cuevas Delisle Rd
Mailing Address	Mailing Address
Gulfport MS 39501	
City State Zip code	City State Zip code
228-424-3936 228-214-0008	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
performance pb @ bellsouth.net	
Email	Email
Ted M	
Signature of Owner	**Signature of Agent**

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

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

July 1, 2022

I, Ted Miller, do not require any of the following for our property located at 2311 29th Street, Gulfport, MS

- Transportation and access

Signature

7-1-22
Date

July 1, 2022

I, Ted Miller, do not require any of the following for our property located at 2311 29th Street, Gulfport, MS

- Water supply

Signature

7-1-22

Date

July 1, 2022

I, Ted Miller, do not require any of the following for our property located at 2311 29th Street, Gulfport, MS

- Fire and Police protection

Signature

7-1-22

Date

July 1, 2022

I, Ted Miller, do not require any of the following for our property located at 2311 29th Street, Gulfport, MS

- Other public facilities

Signature

7-1-22
Date

July 1, 2022

I, Ted Miller, do not require any of the following for our property located at 2311 29th Street, Gulfport, MS

This proposal will not cause undue traffic congestion or create a traffic hazard. We will have ample parking for our location.

Signature

7-1-22
Date

July 1, 2022

I, Ted Miller, do not require any of the following for our property located at 2311 29th Street, Gulfport, MS

This proposal is in harmony with the orderly and appropriate development of the district as we have our current location directly behind this building. It would not change the face of the community in any way.

Ted Miller
Signature

7-1-22
Date

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Performance Paint & Body, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	931717
Status:	Good Standing
Effective Date:	02/29/2008
State of Incorporation:	Mississippi
Principal Office Address:	2400 28TH ST GULFPORT, MS 395014923

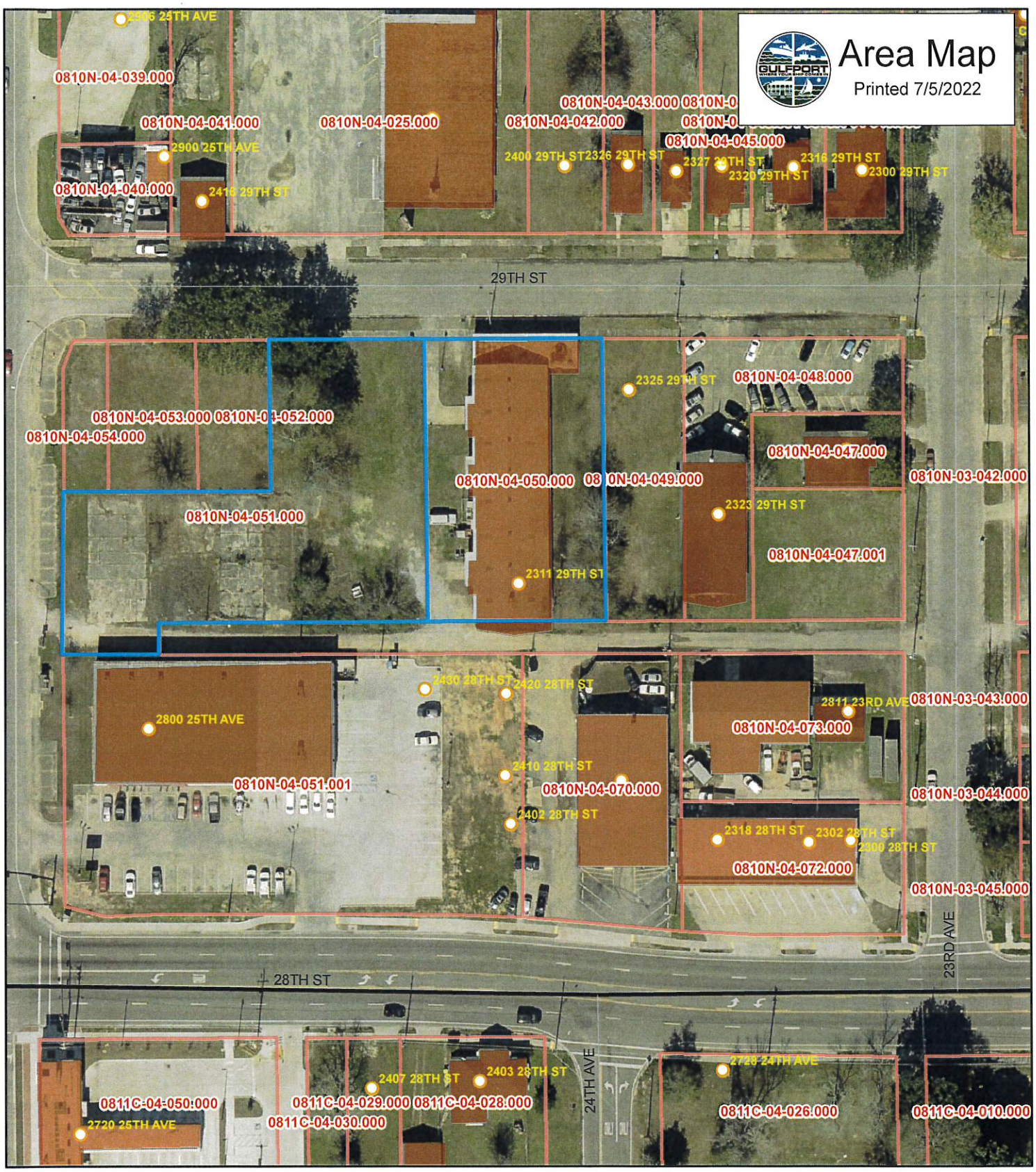
Registered Agent

Name

Miller, Teddy A
2400 28Th Street
Gulfport, MS 39501

Officers & Directors

Name	Title
Teddy A Miller 2400 28TH ST GULFPORT, MS 39503	Member
Teddy A Miller 2400 28Th Street Gulfport, MS 39501	



N
W E
S

1 inch = 86 feet

Addresspoints
Minor Arterial
Minor/Residential
Parcels

Harrison_HughRes_2020.sid
RGB
Red: Band_1
Green: Band_2
Blue: Band_3

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.

SCANNED

1st JUDICIAL DISTRICT
Instrument 2022-0015334-D-J1
Filed/Recorded 06/21/2022 9:06:01 AM
Total Fees 26.00
2 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550 File# 221057

Indexing Instructions:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

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

LIZANA PROPERTIES, LLC
a Mississippi limited liability company
560 BEACH DRIVE
GULFPORT, MS 39507
228-380-1707

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

PERFORMANCE PAINT & BODY, LLC
a Mississippi limited liability company
2400 28TH STREET
GULFPORT, MS 39501
228-424-3936.

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

The West Thirty (30), feet of Lot Seven (7), all of Lot Eight (8), the East One-Half of Lot Nine (9), and the South Ninety (90), feet of the West Twenty Five (25) feet of Lot Nine (9), the South Ninety (90) feet of Lots Ten (10), and Eleven (11), and the East Fifteen (15) feet of the South Ninety (90), feet of Lot Twelve (12), all in Block Twenty Three (23), of STANDARD LAND COMPANY'S ADDITION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 14, Copy Book 1 at Page 36, thereof, reference to which is hereby made in aid of and as a part of this description.

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

IN WITNESS WHEREOF, LIZANA PROPERTIES, LLC, a Mississippi limited liability company has caused this conveyance to be executed by its duly authorized Member, he having first been duly authorized to do so in his full representative capacity, on this the 16th day of June, 2022.

LIZANA PROPERTIES, LLC
A Mississippi limited liability company

BY: _____
CARL A. LIZANA III, MEMBER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CARL A. LIZANA III, who acknowledge that he is MEMBER of LIZANA PROPERTIES, LLC, a Mississippi limited liability company 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 after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 16th day of June, 2022.

_____
NOTARY PUBLIC

(S E A L)

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 5541
SHELLEY C. CUEVAS
Commission Expires
Sept. 13, 2023
HARRISON COUNTY

Our File Number 221057,

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2022-0015321-D-J1
Filed/Recorded 06/21/2022 9:19:01 AM
Total Fees 26.00
4 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550 File# 221058

Indexing Instructions:

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

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

PELICAN INVESTMENTS, a Partnership,
and JOHN C. HANS, III
P. O. BOX 1147
GULFPORT, MS 39502
228-864-1202

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

PERFORMANCE PAINT & BODY, LLC,
a Mississippi limited liability company
2400 28TH STREET
GULFPORT, MS 38501
228 - 424 - 3936

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

Lots Five (5), Six (6), and The East Twenty (20), feet of Lot Seven (7), Block Twenty Three (23), STANDARD LAND COMPANY'S ADDITION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 14, Copy Book 1 at Page 36, thereof, reference to which is hereby made in aid of and as a part of this description.

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

Our File Number 221058.

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

IN WITNESS WHEREOF, PELICAN INVESTMENTS, a Partnership has caused this conveyance to be executed by its duly authorized Partners, they having first been duly authorized to do so, on this the 16th day of June, 2022.

PELICAN INVESTMENTS, a Partnership

BY: _____
PHILIP SHAW, PARTNER

_____
PHILIP SHAW, INDIVIDUALLY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, PHILIP SHAW , individually and who acknowledge that he is a PARTNER of PELICAN INVESTMENTS, a Partnership 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 after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 16th day of June, 2022.

_____
NOTARY PUBLIC

(S E A L)

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 6541
SHELLEY C. CUEVAS
Commission Expires
Sept. 13, 2023
HARRISON COUNTY

Our File Number 221058,

PELICAN INVESTMENTS, a Partnership

BY: _____
JOYCE SHAW, PARTNER

_____
JOYCE SHAW, INDIVIDUALLY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JOYCE SHAW, individually and who acknowledge that she is a PARTNER of PELICAN INVESTMENTS, a Partnership and as its act and deed, she signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 16th day of June, 2022.

_____
NOTARY PUBLIC

(S E A L)

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 5541
SHELLEY C. CUEVAS
Commission Expires
Sept. 13, 2023
HARRISON COUNTY

Our File Number 221058,

WITNESS MY SIGNATURE ON THIS THE 17th DAY OF JUNE, 2022.

JOHN C. HANS, III

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **JOHN C. HANS, III**, who acknowledge that he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 17TH day of June, 2022.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 5541
SHELLEY C. CUEVAS
Commission Expires
Sept. 13, 2023
HARRISON COUNTY

Our File Number 221058,

PERMITS/INSP PAYMENT RECPT#: 11368141
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/05/22 TIME: 11:03
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
10245
REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	35183	0810N-04-050.000	PERFORMANCE PAINT & BODY	2400 28TH ST	GULFPORT	MS	39501
	87814	0810N-04-051.000	PERFORMANCE PAINT & BODY	2400 28TH ST	GULFPORT	MS	39501
N			**Adjacent Property Owners (2208PC143)**				
	35056	0810N-04-040.000	2900 25TH AVENUE LLC	1600 25TH AVE	GULFPORT	MS	39501
	35204	0810N-04-060.000	ACEVEDO HENRY	2810 26TH AVE	GULFPORT	MS	39501
N	87817	0810N-04-061.000	ACEVEDO HENRY	2810 26TH AVE	GULFPORT	MS	39501
	18854	0811C-05-003.000	BANA LLC	2015 MAGAZINE ST	NEW ORLEANS	LA	70130
	18835	0811C-04-026.000	BASS MARGUERITE -ESTATE- ETAL	18588 RAY RD	LONG BEACH	MS	39560
	35187	0810N-04-053.000	BLOSS GEORGE F JR -TRUSTEE	1702 CAHILL DR	GULFPORT	MS	39501
N	35185	0810N-04-052.000	BLOSS GEORGE F JR -TRUSTEE-	1702 CAHILL DR	GULFPORT	MS	39501
	87683	0810N-04-023.000	BREAZEALE VOETRESS L LADNER-TRUSTEE	6006 VISTA CIR	GULFPORT	MS	39501
	87819	0810N-04-065.000	CBSM II LLC C/O LEIGH ANNE SMITH	201 BROAD ST SUITE 200	ROME	GA	30161
	35171	0810N-03-047.000	CHAVEZ EMANUEL	7516 HAMMOND DR	BILOXI	MS	39532
N	35172	0810N-03-048.000	CHAVEZ EMANUEL	7516 HAMMOND DR	BILOXI	MS	39532
	87685	0810N-04-025.000	CHURCH OF GOD OF GULFPORT	2414 29TH ST	GULFPORT	MS	39501
	104538	0810N-04-025.001	DODGE HENRY C III ETAL	P O DRAWER 1688	TUPELO	MS	38802
	35055	0810N-04-039.000	GIANT OIL COMPANY OF MISSISSIPPI	447 E MAIN STREET	TUPELO	MS	38804
	87821	0810N-04-070.000	GREEN CHANNEL LLC	7468 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	35057	0810N-04-041.000	GULFPORT CHURCH OF GOD	2412 29TH ST	GULFPORT	MS	39501
	138024	0810N-04-022.001	HALFKENNY LINDA -ESTATE-	184 E BOND RD	WIGGINS	MS	39577
	18836	0811C-04-028.000	HOPKINS ALBEN N	2701 24TH AVE	GULFPORT	MS	39501
N	18838	0811C-04-029.000	HOPKINS ALBEN N	2701 -24TH AVE	GULFPORT	MS	39501
N	102768	0811C-04-033.001	HOPKINS ALBEN N	2701 24TH AVE	GULFPORT	MS	39501
N	18840	0811C-04-032.000	HOPKINS ALBEN N	2701 24TH AVE	GULFPORT	MS	39501
	18837	0811C-04-030.000	HOPKINS ALBEN N SR	2701 -24TH AVE	GULFPORT	MS	39501
N	18833	0811C-04-025.000	HOPKINS ALBEN N SR	2701 24TH AVE	GULFPORT	MS	39501
	35043	0810N-04-022.000	JOHNSON LAQUITA	2317 30TH ST	GULFPORT	MS	39501
	18849	0811C-04-050.000	KEESLER FEDERAL CREDIT UNION	2602 PASS RD	BILOXI	MS	39531
N	18848	0811C-04-048.000	KEESLER FEDERAL CREDIT UNION	2602 PASS RD	BILOXI	MS	39531
	35040	0810N-04-037.000	KHUU THUY THU & NGUYEN QUA VAN	14708 DISMUKES AVENUE	BILOXI	MS	39532
	144790	0810N-04-023.001	LEISY LEISA	2325 30TH ST	GULFPORT	MS	39501
	35186	0810N-04-054.000	LIZANA PROPERTIES LLC	110 BRIARPATCH ROAD	GULFPORT	MS	39507
	18842	0811C-04-034.000	M & N ENTERPRISES LLC	2701 24TH AVE	GULFPORT	MS	39501
	18857	0811C-05-005.000	MILLER LOUIS H	529 WINDSOR DRIVE	MADISON	MS	39110
	18861	0811C-05-008.000	MOSS ALVIN E	2511 28TH ST	GULFPORT	MS	39501
	35199	0810N-04-072.000	NECAISE DONALD E JR	17244 MORAN RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	35197	0810N-04-073.000	NECAISE DONALD E JR	17244 MORAN RD	GULFPORT	MS	39503
	87813	0810N-04-048.000	NEW TESTAMENT PENTECOSTAL CH INC	2323 29TH ST	GULFPORT	MS	39501
N	35182	0810N-04-049.000	NEW TESTAMENT PENTECOSTAL CH INC	2323 29TH STREET	GULFPORT	MS	39501
N	35063	0810N-04-044.000	NEW TESTAMENT PENTECOSTAL CH INC	2323 29TH ST	GULFPORT	MS	39501
N	87812	0810N-04-047.001	NEW TESTAMENT PENTECOSTAL CH INC	2323 29TH ST	GULFPORT	MS	39501
	18862	0811C-05-009.000	NGUYEN LIEN	150 W SECOND STREET	PASS CHRISTIAN	MS	39571
	112146	0810N-04-051.001	O'REILLY AUTOMOTIVE STORES INC	P O BOX 9167	SPRINGFIELD	MO	65801
	35163	0810N-03-041.000	PATTERSONS' RENTAL COMPLEX I LLC	413 KAHLER ST #31	GULFPORT	MS	39507
N	87667	0810N-03-040.000	PATTERSONS' RENTAL COMPLEX I LLC	413 KAHLER ST #31	GULFPORT	MS	39507
	35208	0810N-04-064.000	PAYNE ROBERT A JR	13331 COUNTRY LANE	BILOXI	MS	39532
	18856	0811C-05-004.000	PRICE MICHAEL T & DEBRA ANN	2701 25TH AVE	GULFPORT	MS	39501
	18831	0811C-04-023.000	PROPST KENNY	2716 24TH AVE	GULFPORT	MS	39501
	18832	0811C-04-024.000	PROPST KENNY L	2716 24TH AVE	GULFPORT	MS	39501
	18830	0811C-04-022.000	PROPST KENNY LEE	2716 24TH AVE	GULFPORT	MS	39501
	18847	0811C-04-047.000	RICHBURG LARRY T & BETTY J	116 CLOWER AVE	LONG BEACH	MS	39560
	18846	0811C-04-046.000	SMALL PROPERTIES LLC	15384 5TH ST	GULFPORT	MS	39503
N	18845	0811C-04-045.000	SMALL PROPERTIES LLC	15384 5TH ST	GULFPORT	MS	39503
	35167	0810N-03-043.000	SOUTHERN GUARANTY MORTGAGE INC	10105 TUCKER RD	OCEAN SPRINGS	MS	39565
	35207	0810N-04-063.000	SOUTHERN LAND & RESOURCE CO INC	P O BOX 6423	GULFPORT	MS	39506
	18829	0811C-04-021.000	STARS & STRIPES HOLDINGS LLC	22209 RED FOX RUN	SAUCIER	MS	39574
	35166	0810N-03-044.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
N	18859	0811C-05-007.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	88004	0811C-05-001.000	TRAN THU	150 W SECOND ST	PASS CHRISTIAN	MS	39571
	18853	0811C-05-002.000	TRAN THU THANH	150 W SECOND STREET	PASS CHRISTIAN	MS	39571
	35180	0810N-04-047.000	TRUE DELIVERANCE OUTREACH MINISTRY	2727 22ND AVE	GULFPORT	MS	39501
	35036	0810N-04-034.000	UHLER ROBERT E & KATHLEEN-TRUSTEES-	656 MONTCLIFF DR SOUTH	MOBILE	AL	36609
	35046	0810N-04-024.000	VALDEZ FIDENCIO O R & PUENTE M C	2331 30TH ST	GULFPORT	MS	39501
	18858	0811C-05-006.000	VENABLE BONNIE MICHELLE	2704 26TH AVE	GULFPORT	MS	39501
	18844	0811C-04-044.000	WETZEL JAMES K & GARNETTE & GARNER	616 E BEACH BLVD	GULFPORT	MS	39501
N	18843	0811C-04-043.000	WETZEL JAMES K & GARNETTE & GARNER	616 E BEACH BLVD	GULFPORT	MS	39501
	35168	0810N-03-045.000	WHO NEEDS ME LLC	1110 PALISADES DR	ELLENWOOD	GA	30294
	35062	0810N-04-043.000	WILLIAMS LATONYA	2336 32ND ST	GULFPORT	MS	39501
N	121285	0810N-04-046.001	WILLIAMS LATONYA	P O BOX 7504	GULFPORT	MS	39506
	35064	0810N-04-045.000	WILLIAMS NAKISHA	2111 31ST STREET	GULFPORT	MS	39501
N	87668	0810N-03-042.000	WILLIAMS NAKISHA	2111 31ST ST	GULFPORT	MS	39501
	35065	0810N-04-046.000	WILLIAMS NAKISHA R & LATONYA	2300 29TH ST	GULFPORT	MS	39501

2208PC143

Planning Commission Approval

Legend

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

0 40 80 120
Yards

1 inch = 250 feet

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

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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

ing Commission Approval 2208PC143, by owner Ted parcels 0810N-04-050.000 & 0810N-04-051.000, Request repair use, 2311 29th St., Zoned B-2 (General business),

ants and Adjacent Property Owners:

of Gulfport Planning Commission will hold a public hearing r the above application at 4:30 P.M. on **Thursday, August** n the Council Chambers at the Gulfport City Hall located at Street.

information, visit http://www.gulfport-ms.gov/agenda/ then ity of Gulfport Planning Commission for **Thursday, August** A map showing the location of the property involved is his website. If you have any questions or comments, please is office at the phone number 228-868-5710 or email gulfport-ms.gov. The application is available for viewing in g Division office at 1410 24th Avenue.

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **<u>Zoning Map Amendment 2208PC144:</u>**

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2208PC144

Hearing Date: August 25, 2022

Current Zoning/Use: R-2 / Vacant and agricultural land

Legal: Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 39.4 acres of property from R-1-10 (Single-family) to an R-B (Residence business) zone. Currently, one of the properties is wooded and the other appears to be agricultural land.

According to the City's 2002 Comprehensive Plan, this area was intended to stay low density with some baseball fields added for recreation in the area.

The applicant stated public need and change of character as a justification as required by ordinance and application:

1. Error is not addressed by the applicant.

2. The applicant documentation describes higher intensity zoning districts surrounding this property. As the property adjoins B-2, I-1, I-2, and R-3 zoning districts, there is some validity that this area is under zoned for the surrounding area.

p. 1

Public need is addressed in the application with statements from the Sun Herald indicating that there is not enough apartments and that cost is up.

EXECUTIVE SUMMARY

As with all rezoning cases, there is no guarantee that the project presented is constructed nor is the applicant required to build what is presented. This property is situated in a location that does create some conflict in intensity and neighboring uses. While contrary to the comprehensive plan, this property does warrant a review of higher zoning category.

DIRECTOR APPROVAL

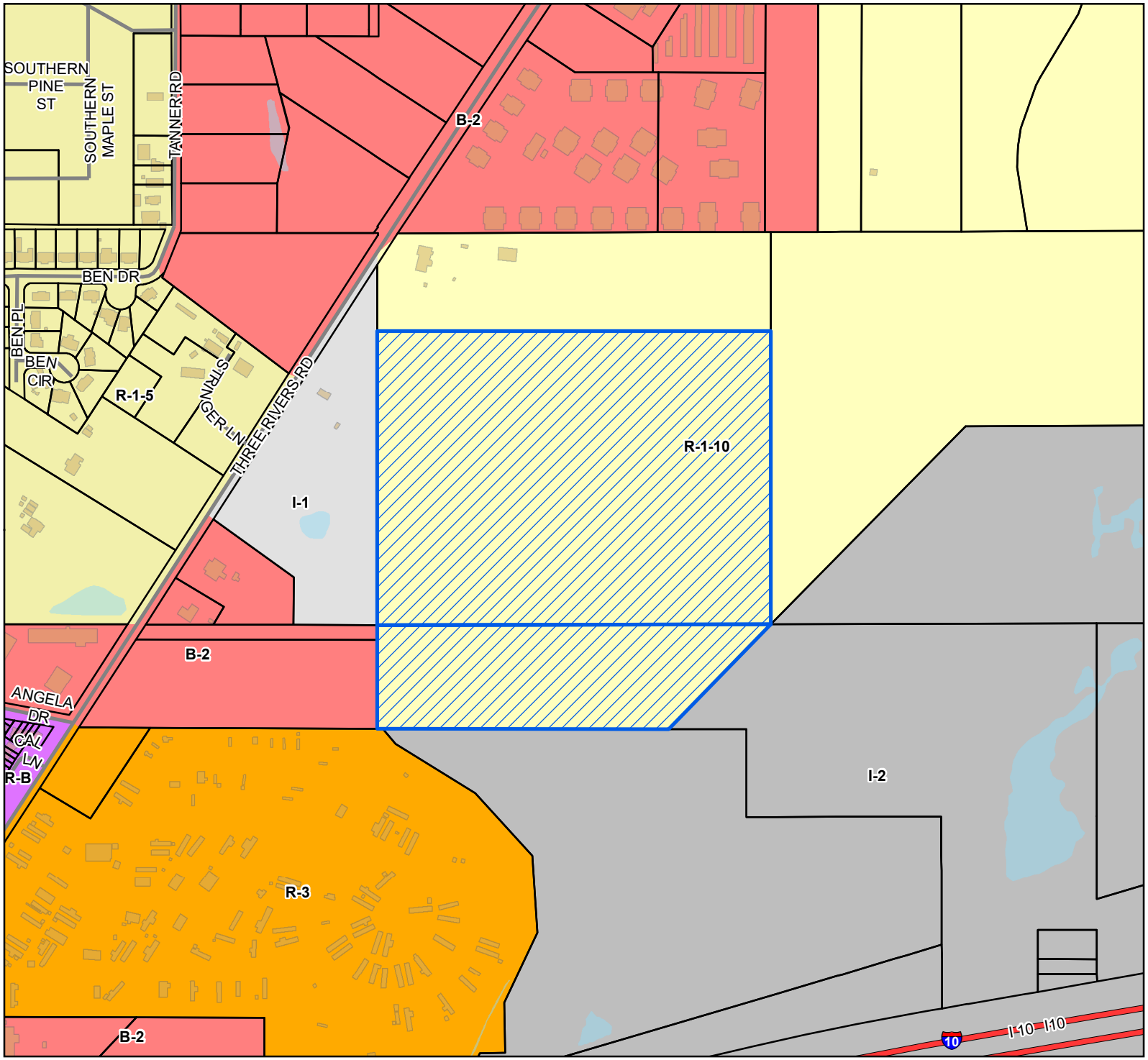
This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

D.1

2208PC144

Zoning Map Amendment



Site
Interstate Highway
Street
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District
I-1 - Light Industry District
I-2 - Heavy Industry District
R-1-10 - Single Family Residence (Low Density)
R-1-5 - Single Family Residence District (Medium Density)
R-3 - General Residence (High Density)
R-B - Residence-Business District

Site Information

0809A-01-010.000 OR 0808P-01-012.000
Zoning: R-1-10 (Single-Family)
Size: 39.4 acres
Flood: X

0 75 150 225
Yards

1 inch = 465 feet

N
W E
S

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

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

For Staff Use Only

Case File #: 2208PC144

Date Received: 7/5/2022

Receipt #:

Received By:

Zoning:

Ward: Flood:

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

Property Information

TAX PARCEL # 0809A-01-010.000
0808P-01-012.000
(If necessary, use separate sheet of paper)

Address of Property Involved: 0 THREE RIVERS RD

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: East side of Three Rivers North of Royal Oak Drive and South of Dedeaux Road.

GENERAL DESCRIPTION OF REQUEST:

Rezone property from R-1-10 to R-B for purpose of a multi-family development.

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 reauest.

OWNER	AGENT
Warren Dedeaux and others	Gulf Coast Development & Design, LLC
Printed Name Of Owner	Printed Name Of Agent
9596 S. Bayou Bend Dr.	919 2nd Street
Mailing Address	Mailing Address
Gulfport / MS / 39503	Gulfport / MS / 39501
City / State / Zip code	City / State / Zip code
228-669-3696	228-596-4471
Home Phone / Work/Cell Phone	Home Phone / Work/Cell Phone
wdedeaux@visionrg.com	kenneth@gcdevelopmentdesign.com
Email	Email
Signature Of Owner	Signature Of Agent

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

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

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) Betsy Martin

ADDRESS (STREET, CITY, STATE, ZIP CODE 1356 Courthouse Road, Gulfport, MS 39507

PHONE # (H) 504-388-1706 (W) _____

TAX PARCEL NUMBER(S) OWNED 0808P-01-012.000 & 0809A-01-010.000

SIGNATURE: Betsy D. Martin

NAME OF OWNER (PRINT) Patricia Lehmann

ADDRESS (STREET, CITY, STATE, ZIP CODE 356 Courthouse Road, Gulfport, MS 39507

PHONE # (H) 702-499-8260 (W) _____

TAX PARCEL NUMBER(S) OWNED 0808P-01-012.000 & 0809A-01-010.000

SIGNATURE: Patricia Lehmann

NAME OF OWNER (PRINT) Paula Sweet

ADDRESS (STREET, CITY, STATE, ZIP CODE 4500 Kendall Ave, Gulfport, MS 39507

PHONE # (H) 228-313-1496 (W) _____

TAX PARCEL NUMBER(S) OWNED 0808P-01-012.000 & 0809A-01-010.000

SIGNATURE: Paula Sweet

(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: _____

July 1, 2022

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

To Whom It May Concern:

As owners of parcels 0808P-01-012.000 & 0809A-01-010.000, Warren Dedeaux, Betsy Martin, Patricia Lehmann and Paula Sweet the owners of the property, authorize Kenneth Jones and/or Andy Phelan of Gulf Coast Development and Design, LLC to act as agent regarding the rezoning and permitting for parcels 0808P-01-012.000 & 0809A-01-010.000.

Sincerely,

Warren Dedeaux

Betsy Martin

Betsy Martin

Patricia Lehmann

Paula Sweet

Paula Sweet

State of Mississippi
County of HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of July, 2022, within my jurisdiction, the within named **Warren Dedeaux** [name(s) of person(s) acknowledged], who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: David W. Jones

My Commission Expires: January 8, 2025

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 23205
DAVID W. JONES
Commission Expires
Jan. 8, 2025
HARRISON COUNTY

State of Mississippi
County of HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of July, 2022, within my jurisdiction, the within named **Betsy Martin** [name(s) of person(s) acknowledged], who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: David W Jones

My Commission Expires: January 8, 2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 23205 DAVID W. JONES Commission Expires Jan. 8, 2025 HARRISON COUNTY

State of Mississippi
County of HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of July, 2022, within my jurisdiction, the within named **Patricia Lehmann** [name(s) of person(s) acknowledged], who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: David W Jones

My Commission Expires: January 8, 2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 23205 DAVID W. JONES Commission Expires Jan. 8, 2025 HARRISON COUNTY

State of Mississippi
County of HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of July, 2022, within my jurisdiction, the within named **Paula Sweet** [name(s) of person(s) acknowledged], who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: David W Jones

My Commission Expires: January 8, 2025

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 23205 DAVID W. JONES Commission Expires Jan. 8, 2025 HARRISON COUNTY

DAVID W. JONES, ATTORNEY
A PROFESSIONAL LIMITED LIABILITY COMPANY
Post Office Box 8183, Gulfport, Mississippi 39506-8183
www.JonesLawFirm.us

W. Rayford Jones
1930-2015

1605 Twenty Third Avenue
Gulfport, Mississippi 39501
228.864.8965 voice
228.864.3252 facsimile

July 5, 2022

City of Gulfport
Planning Commission

RE: 0809A-01-010.000
0808P-01-012.000

Gentlemen:

Please be advised that I administered the Estate of Christine L. Dedeaux and the real property referenced above is now vested in the names of Warren Hudson Dedeaux, Patricia Ann Lehmann, Betsy Jo Martin and Paul Sue Sweet.

Contact me if you have any questions.

Sincerely,

David W. Jones, Attorney, PLLC

David W. Jones

DWJ:ml

Enclosures

Zoning Map Amendment

Written Statement

1. **Interest**

   Gulf Coast Development & Design, LLC (Buyer) has a contract to purchase Parcel #s parcels 0808P-01-012.000 & 0809A-01-010.000 from Warren Dedeaux, Betsy Martin, Patricia Lehmann and Paula Sweet (Seller) for the purposes of developing an apartment complex or other similar development that is allowed in a RB (Residential Business) zoning.

   The Seller of the property has executed an agent authorization allowing Gulf Coast Development & Design, LLC to act on their behalf for all rezoning and other permits needed to obtain approval for the development of the property.

2. **Development Schedule**

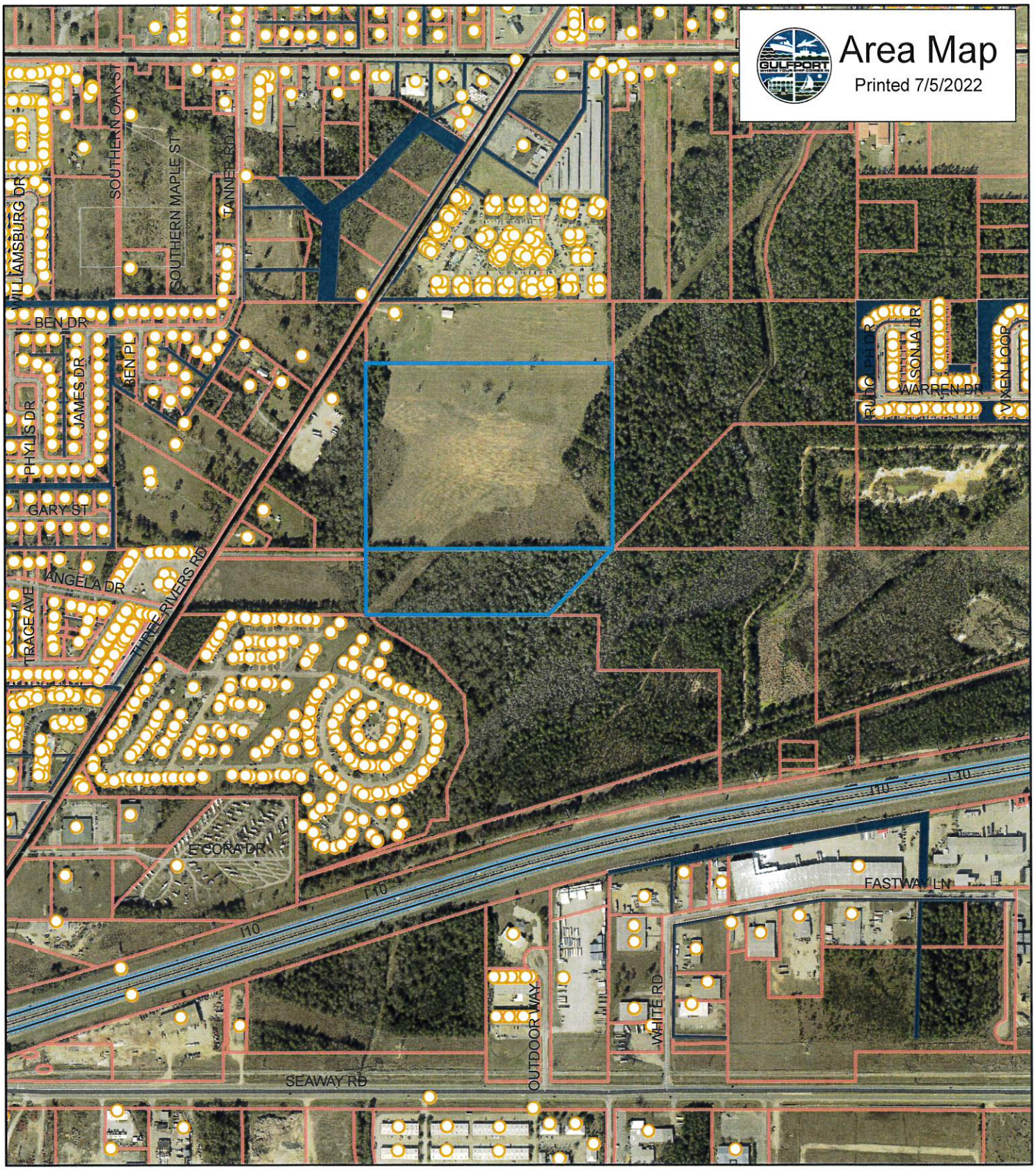
   Although the development is still in a planning stage, we anticipate beginning the construction of the infrastructure within 1 year and completion of the project within 3 to 4 years.

3. **Effect of Amendment**

   The applicant is requesting to change the zoning from R-1-10 to RB zoning for the purposes of residential development. Although this is a higher density zoning classification, the majority of the surrounding area is zoned for commercial, industrial, apartment and townhome development. The surrounding area has similar or higher density zoning than the requested zoning amendment, there is no effect anticipated to the surrounding land uses or properties.

4. **Error**

   Not applicable. Request for zoning map amendment based on a change in character to the neighborhood.



N
W E
S

1 inch = 688 feet

Addresspoints
Interstate Highway
Minor Arterial
Collector
Minor/Residential
Parcels

Harrison_HughRes_2020.sid
RGB
Red: Band_1
Green: Band_2
Blue: Band_3

DATA DISCLAIMER:
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EUGENE DR
MORRIS DR
4TH ST
S KERNS DR
JANELL DR
LYNN CT
FERRI RD
RUSS RD
FAUST DR
MINGAVE DR
DEDEAUX RD
SOUTHERN OAK ST
SOUTHERN MAPLE ST
TANNER RD
WILLIAMSBURG DR
BEN DR
BEN PL
JAMES DR
PHYLIS DR
GARY ST
SONJA DR
WARREN DR
ANGELA DR
THREE RIVERS RD
TRACE AVE
E CORA DR
I 10
FASTWAY LN
OUTDOOR WAY
WHITE RD
SEAWAY RD
GOLDING LN

Rezoning Request

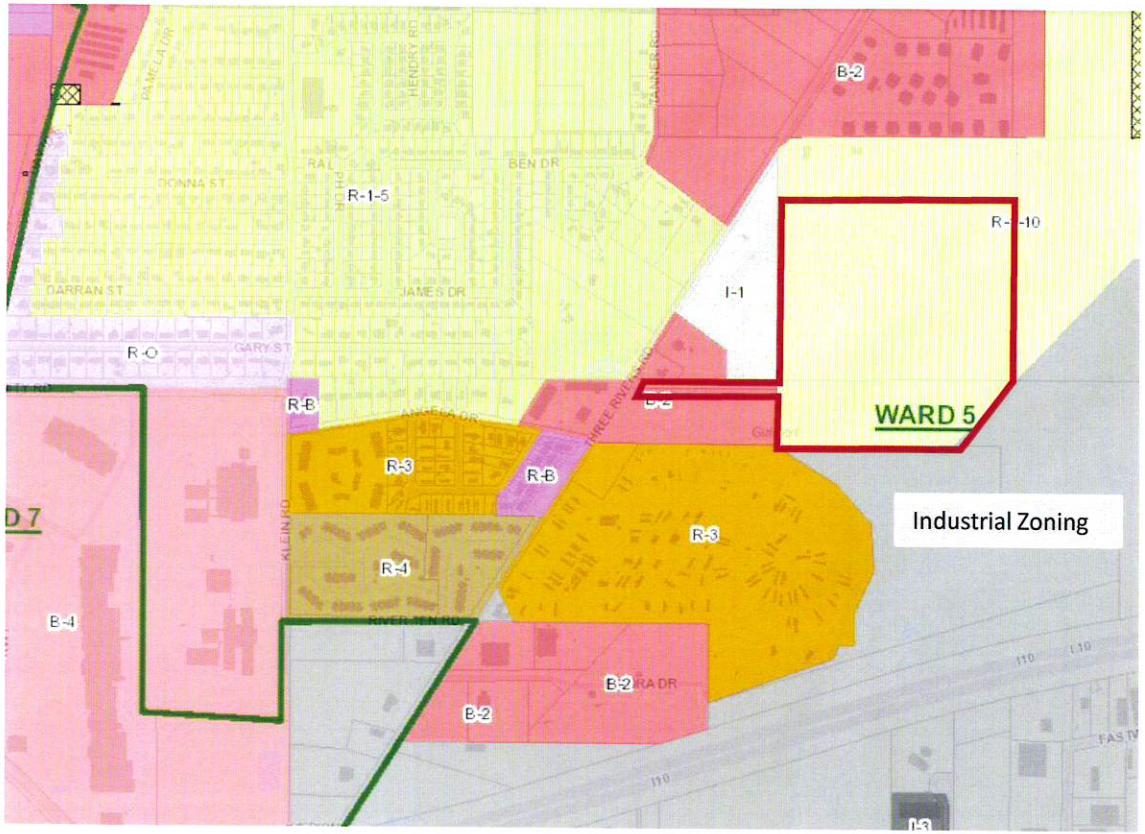
Crossroads Village

Gulfport, MS

GULF COAST

Change in Character of the Neighborhood

- Applicant requests a change in zoning from R-1-10 to R-B zoning for the purposes of developing a multi-family development.
- The property is surrounded by higher zoning density and intensity including General Business, Industrial and other Residential Business zoning.
- The requested zoning change will fit well into the current character of the neighborhood.

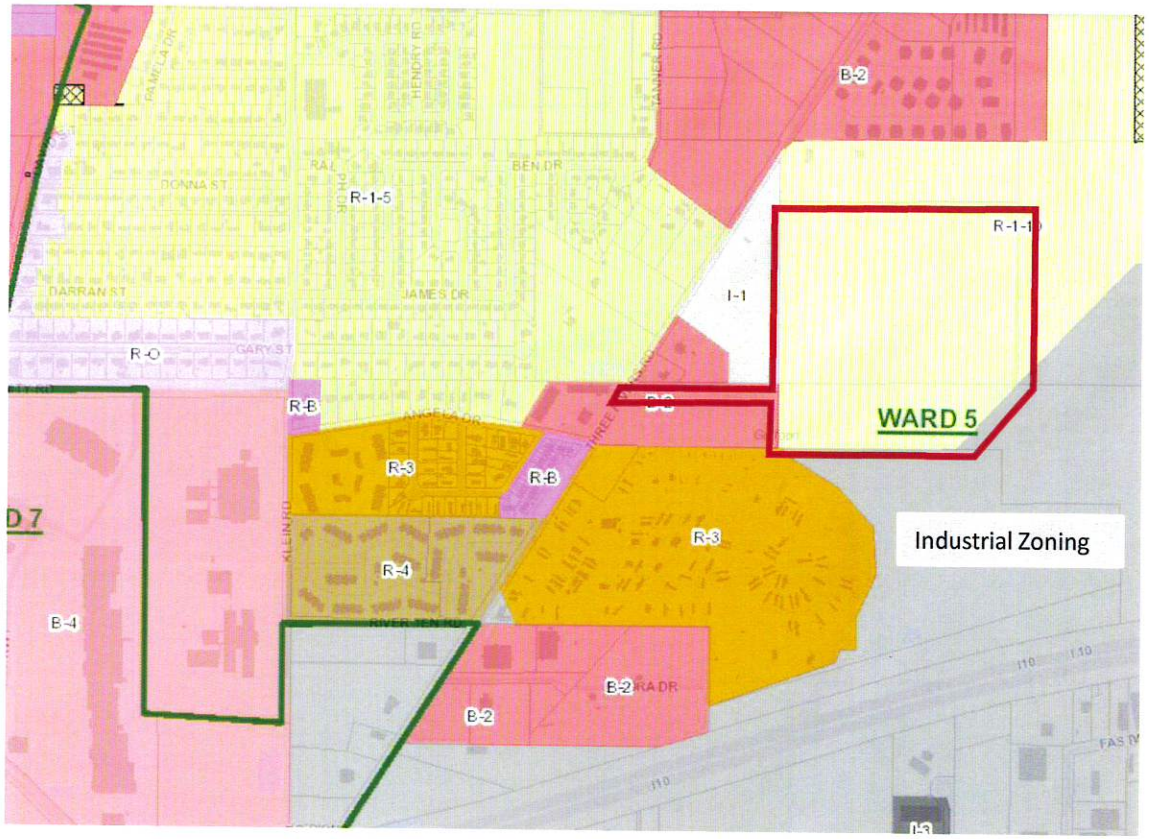


GULF COAST
DEVELOPMENT & DESIGN

Change in Character of the Neighborhood

- The character of the neighborhood has changed to such an extent that a rezoning is needed and is well justified.

- Adjacent to the subject property are industrial uses, trailer park, apartment complex, townhomes, strip mall, and other uses that are more in character with the requested RB zoning classification.



GULF COAST
DEVELOPMENT & DESIGN

O'Reilly Auto Parts
Smokey's
harrison county tax collector
Circle K
Kajun Kick
Veterinary Clinic
Dedeaux Rd
PO BOY SHO
Storage King
Three Rivers Rd
The Gates at Three Rivers Apartment Homes
Gates Apartments
The Church of Jesus Christ of Latter...
Flat Branch
Peck Honda
Singing River Hospital
Pizza Hut
Cinemark 16
Crossroads Elementary
Angela Apartments
Southern Oaks Park
Palms Apartments
Shoe Carnival
Crossroads Shopping Center
Cracker Barrel Old Country Store
Ross Dress for Less
Mississippi Regional Housing Authority VIII
Campgrounds of the South
Academy Sports + Outdoors
John Fayard Moving & Warehousing
Jackson Supply Company
Bayou
Crossro

Area Growth

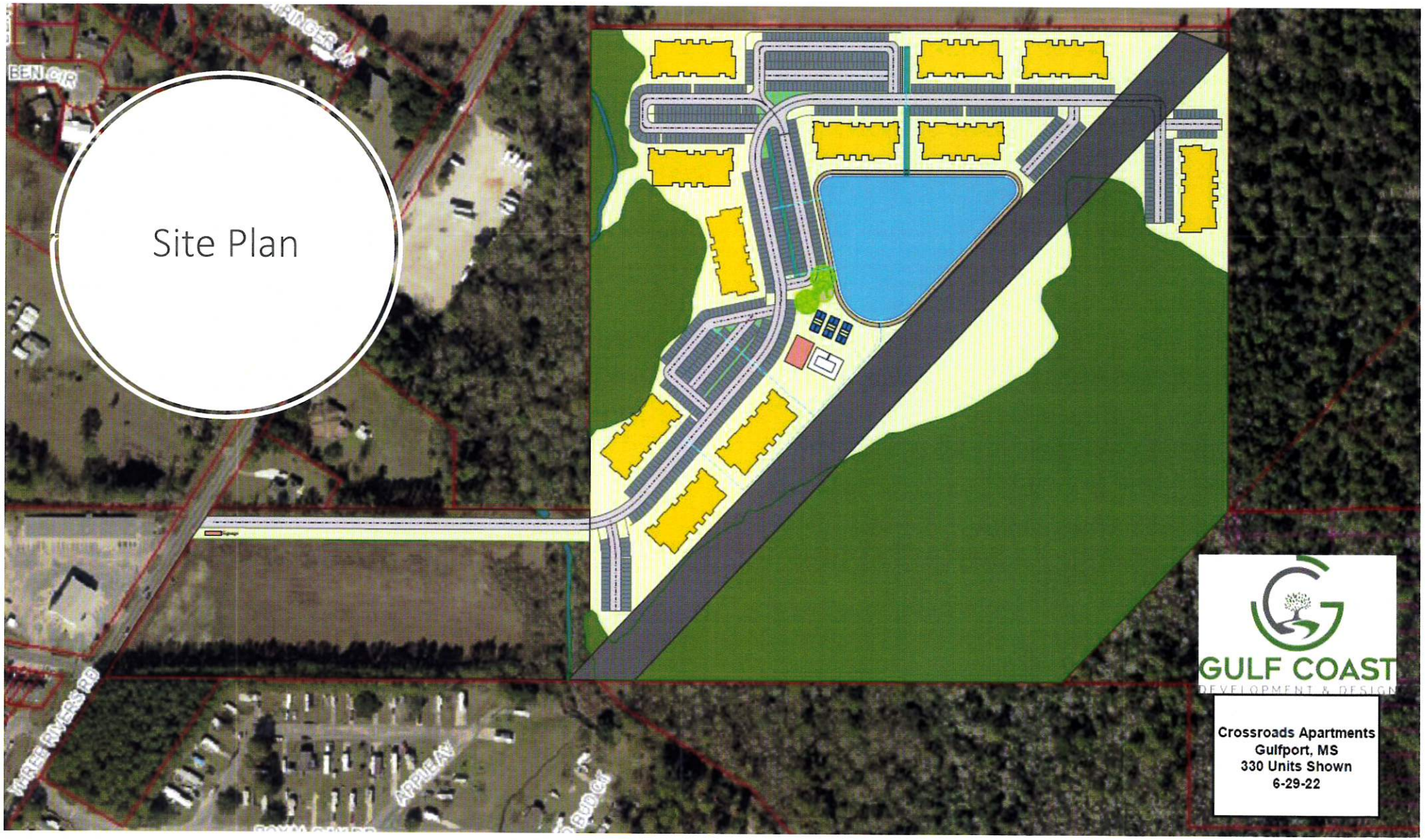
Public Need

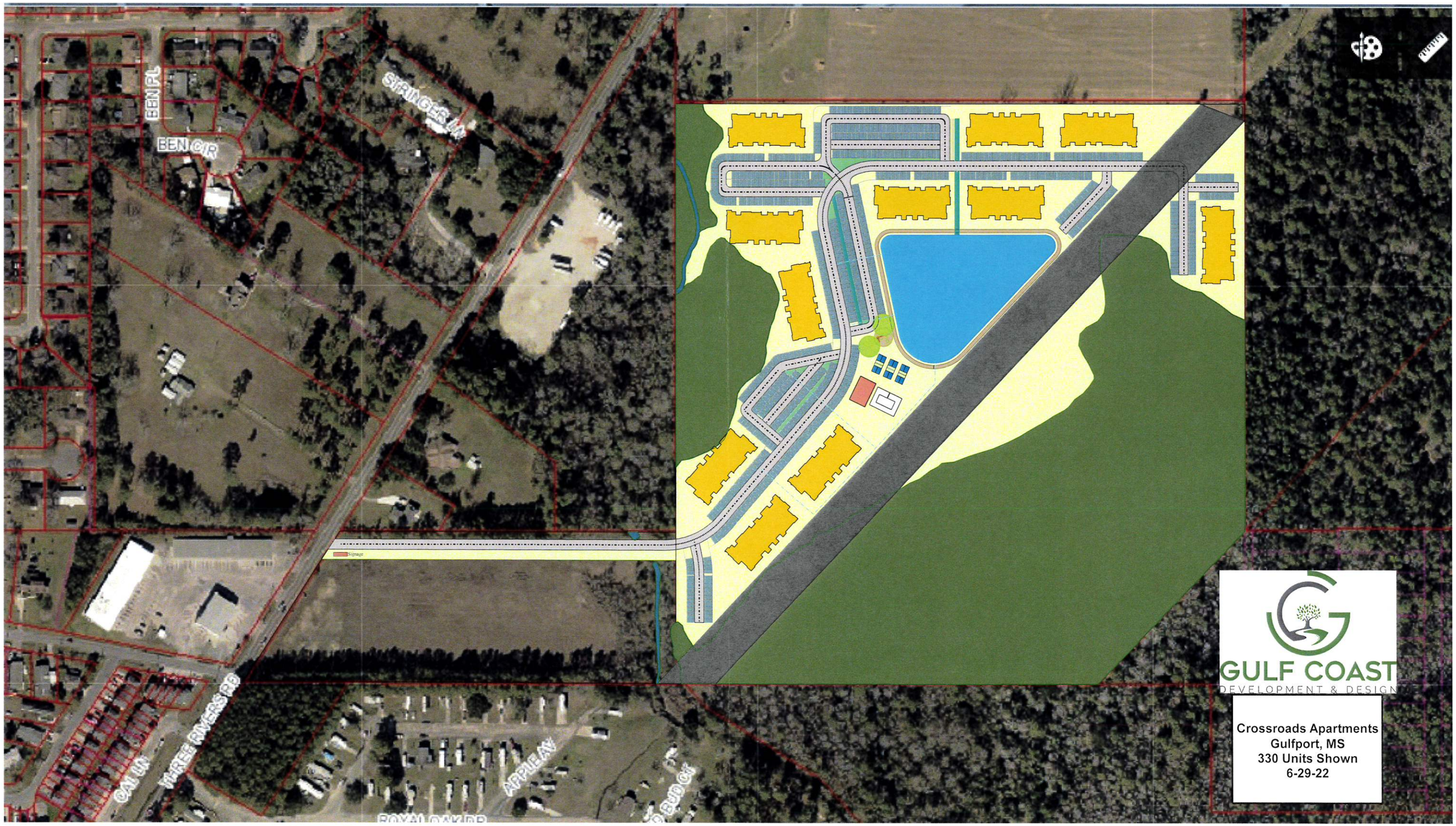
The public need for additional apartments on the MS Gulf Coast has been well reported in the last year. The number of people relocating since the COVID pandemic has drastically increased the demand and very little new supply has been added since around the economic downturn in 2008 – 2010.

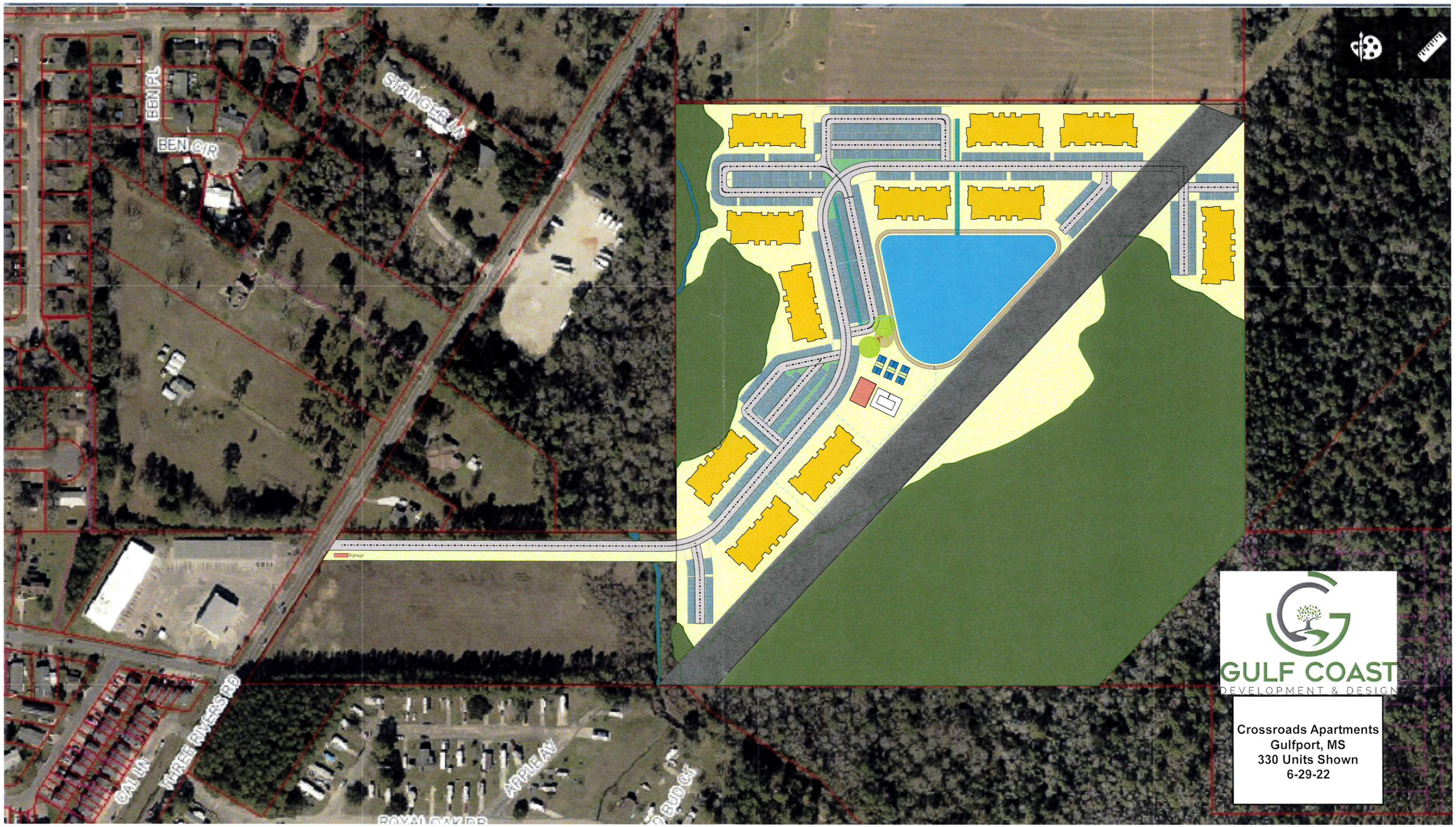
The recent rise in interest rates will also make it harder for families to afford new housing, which will make it harder for families to afford new housing and will further increase the demand for apartments.

- Dec 16, 2021 — Rent for apartment units or houses on the Mississippi Gulf Coast is skyrocketing ... Apartment occupancy has soared to 97.2% in Mississippi....*Sun Herald*
- Dec 7, 2021 — A new apartment complex is coming soon in D'Iberville. ... property across the Coast are at 100% capacity and have long waiting lists.....*Sun Herald*
- Renting a house or apartment is near impossible on the Coast even as prices rise. Why?.....*SpotOnMississippi*

GULF COAST
DEVELOPMENT & DESIGN


Site Plan
BEN CIR
THREE RIVERS RD
APPLEAW
GULF COAST
DEVELOPMENT & DESIGN
Crossroads Apartments
Gulfport, MS
330 Units Shown
6-29-22


BEN PL
BEN CIR
STRINGER LN
THREE RIVERS RD
OAK LN
APPALEAN
ROYAL OAK RD
GULF COAST
DEVELOPMENT & DESIGN
Crossroads Apartments
Gulfport, MS
330 Units Shown
6-29-22


BEN PL
BEN CIR
STANGER LN
THREE RIVERS RD
OAK LN
APPLEAY
ROYAL OAK RD
GULF COAST
DEVELOPMENT & DESIGN
Crossroads Apartments
Gulfport, MS
330 Units Shown
6-29-22

1st Judicial District
Instrument 2010 8383 D -J1
Filed/Recorded 12/17/2010 03:49 P
Total Fees $ 21.00
5 Pages Recorded

Prepared by & Return to:
David W. Jones, Attorney, PLLC
1605 Twenty-third Avenue
Gulfport, MS 39501
(228) 864-8965
File #079127

Indexing Instructions:

Parcel 1:	Parcel in SW 1/4 of SE 1/4 of Section 10-7-11
Parcel 2:	Parcel in NW 1/4 of NE 1/4 of Section 15-7-11
Parcel 3:	Lots 16-19, Block 15, Camp Ground Addition
Parcel 4:	Part of Lot 3, Dedeaux Industrial Park, Unit 1
Parcel 5:	Part of Lot 6, Dedeaux Industrial Park, Unit 2
Parcel 6:	Parcel in Section 14-7-11
Parcel 7:	1.50 acres in NW 1/4 of NE 1/4 of Section 14-7-11
Parcel 8:	5.61 acres in NW 1/4 of NE 1/4 of Section 14-7-11 and in SW 1/4 of SE 1/4 of Section 11-7-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

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

CHRISTINE LOUISE DEDEAUX, AS TRUSTEE OF THE WARREN ALVIN DEDEAUX REVOCABLE TRUST, DATED JUNE 17, 1999
13407 Dedeaux Road
Gulfport, MS 39503
(228) 539-3570

does hereby sell, convey and quitclaim unto

CHRISTINE LOUISE DEDEAUX
13407 Dedeaux Road
Gulfport, MS 39503
(228) 539-3570

the following described land and property being located in Harrison County,

Mississippi, being more particularly described as follows, to-wit:

Parcel 1: The Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4), less and except the North ten (10) acres heretofore conveyed to L.G. Newman and Neoma Newman, being in Section 10, Township 7 South, Range 11 West.

Parcel 2: A tract of land bounded on the North by the North line of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi; on the West by the West line of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of said Section 15; on the South by a line 350 feet South of and parallel with the North line of said Section 15; and on the East by a line running Northeast/Southwest being the Western line of the Harrison County Development Commission property, all located in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi.

Parcel 3: Lots Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19), Block Fifteen (15), CAMP GROUND ADDITION, a subdivision according to the office map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 126 thereof, reference to which is hereby made in aid of and as a part of this description.

Parcel 4: A parcel of land being part of Lot Three (3), DEDEAUX INDUSTRIAL PARK, Unit One (1), Harrison County, Mississippi, being more fully described as follows:

Beginning at the Northwest corner of said Lot 3; thence North 78 degrees 02 minutes East along the South right-of-way line of I-10 a distance of 32.3 feet to a point; thence South 11 degrees 58 minutes East a distance of 60.0 feet to a point; thence South 78 degrees 02 minutes West a distance of 42.0 feet, more or less, to a point; thence North 11 degrees 58 minutes West a distance of 14.3 feet to a point on the West line of said Lot 3; thence North along said West line a distance of 46.8 feet, more or less, to the point of beginning.

Parcel 5: A parcel of land being part of Lot Six (6), DEDEAUX INDUSTRIAL PARK, Unit Two (2), as per map or plat located in Plat Book 36 at Page 2 of the land records of Harrison County, Mississippi, on file in the office of the Chancery Clerk of Harrison County, Mississippi, and being more fully described as follows:

Commencing at the Northeast corner of Lot 6, Dedeaux Industrial Park, Unit 2, Harrison County, Mississippi; thence South 80 degrees 02 minutes East a distance of 226.05 feet to the point of beginning; thence South 80 degrees 02 minutes West a distance of 42.0 feet to a point; thence South

09 degrees 58 minutes East a distance of 60.0 feet to a point; thence North 80 degrees 02 minutes East a distance of 42.0 feet to a point; thence North 09 degrees 58 minutes West a distance of 60.0 feet to the point of beginning; containing 0.058 acres.

Parcel 6: Commencing at the Northeast corner of Dedeaux Industrial Park, Unit One (1), as shown in Plat Book 30 at Page 5 thereof in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; thence North 78 degrees 02 minutes East along the South right-of-way of I-10 a distance of 51.51 feet to a concrete monument; thence continue along said South right-of-way of I-10 North 80 degrees 02 minutes East a distance of 1518.89 feet to the point of beginning; thence continue along said right-of-way a distance of 50.00 feet; thence South 09 degrees 58 minutes East a distance of 50.00 feet; thence North 80 degrees 02 minutes West a distance of 50.00 feet; thence North 09 degrees 58 minutes West a distance of 50.00 feet to the point of beginning. Said parcel being a part of Section 14, Township 7 South, Range 11 West, First Judicial District, Harrison County, Mississippi, and containing 2,500 square feet.

Parcel 7: A parcel of land containing 1.50 acres, more or less, situated in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 14, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of Section 14, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi; thence south 36 degrees 35 minutes East 42.4 feet; thence South 00 degrees 50 minutes East 177.23 feet to the Southeast corner of Lot 107, Loren D. Heights, Phase III, as recorded in Plat Book 30 at Page 7 in the office of the Chancery Clerk of Harrison County, Mississippi, thence South 80 degrees 14 minutes 43 seconds West along the South boundary of said Loren D. Heights, Phase III a distance of 1379.75 feet to the Southeast corner of Lot 304, Loren D. Heights, Phase V as it is recorded in Plat Book 35 at Page 35 in the office of the Chancery Clerk of Harrison County, Mississippi. Said point being the POINT OF BEGINNING; thence run South 00 degrees 32 minutes 40 seconds East 50.63 feet to the North margin of Interstate 10; thence South 80 degrees 23 minutes 20 seconds West along the North margin of Interstate 10 a distance of 1309.90 feet to the West line of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of said Section 14; thence North 00 degrees 25 minutes 25 seconds West a distance of 50.65 feet; thence North 80 degrees 23 minutes 20 seconds East 580.38 feet to the Southwest corner of Lot 312, Loren D. Heights, Phase V; thence continue North 80 degrees 23 minutes 20 seconds East along the South margin of said Loren D. Heights, Phase V a distance of 729.41 feet to the point of beginning.

Parcel 8: A parcel of land containing 5.61 acres, more or less, situated in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 14 and in the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section 11, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of Section 14, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and thence South 36 degrees 35 minutes East 42.4 feet; thence South 00 degrees 50 minutes East 177.23 feet to the Southeast corner of Lot 107, Loren D. Heights, Phase III as recorded in Plat Book 30 at Page 7 in the office of the Chancery Clerk of Harrison County, Mississippi; thence South 80 degrees 14 minutes 43 seconds West along the South boundary of said Loren D. Heights, Phase III a distance of 1379.75 feet to the Southeast corner of Lot 304, Loren D. Heights, Phase V as it is recorded in Plat Book 35 at Page 35 in the office of the Chancery Clerk of Harrison County, Mississippi; thence South 80 degrees 23 minutes 20 seconds West along the South margin of said Loren D. Heights, Phase V, a distance of 729.41 feet to the POINT OF BEGINNING; thence continue South 80 degrees 23 minutes 20 seconds West and parallel to Interstate 10 on a line 50 feet (measured perpendicular) from Interstate 10 for a distance of 580.38 feet to the West margin of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of said Section 14; thence North 00 degrees 25 minutes 25 seconds West a distance of 567.07 feet to the North margin of a 60 foot gas line easement; thence run North 73 degrees 46 minutes 11 seconds East along the North margin of said gas line easement (also being the South margin of Forest North Subdivision, Phase 2, as it is platted and of record in Plat Book 41 at Page 2 in the office of the Chancery Clerk of Harrison County, Mississippi) for a distance of 487.35 feet to the West margin of Sharp Boulevard; thence South 00 degrees 46 minutes 59 seconds East along the said West margin of Sharp Boulevard a distance of 62.18 feet to the South margin of the said 60 foot gas line easement; thence South 73 degrees 43 minutes 57 seconds West along said gas line easement (also being the North margin of Loren D. Heights, Phase V) a distance of 129.82 feet; thence continue along the boundary of Loren D. Heights Subdivision, Phase V the following: South 00 degrees 32 minutes 24 seconds East 369.35 feet; North 80 degrees 18 minutes 22 seconds East 126.67 feet; South 00 degrees 32 minutes 43 seconds East 50.45 feet; North 80 degrees 33 minutes 40 seconds East 83.80 feet; and South 09 degrees 34 minutes 02 seconds East 124.84 feet to the Point of Beginning.

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

owners.

WITNESS MY SIGNATURE, on this the 17th day of December, 2010.

CHRISTINE LOUISE DEDEAUX, AS TRUSTEE OF THE WARREN ALVIN DEDEAUX REVOCABLE TRUST, DATED JUNE 17, 1999

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CHRISTINE LOUISE DEDEAUX, AS TRUSTEE OF THE WARREN ALVIN DEDEAUX REVOCABLE TRUST, DATED JUNE 17, 1999, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of December, 2010.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 23205 DAVID W. JONES Commission Expires Jan. 8, 2013 HARRISON COUNTY

My Commission Expires:
January 8, 2013

FILED
FEB - 1 2022
John McAdams Chancery Clerk
By _____ D.C.

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

IN THE MATTER OF THE
LAST WILL AND TESTAMENT
OF CHRISTINE LOUISE DEDEAUX

NO. 24CH1:21-cv-00620-JS

FINAL JUDGEMENT

THIS DAY this cause came on to be heard on the sworn Petition of WARREN HUDSON DEDEAUX, the Petitioner herein, presenting his First and Final Accounting herein, as the Executor of the estate of CHRISTINE LOUISE DEDEAUX, deceased, and being joined by BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, individually, the primary devisees under the terms and conditions of the Last Will and Testament of CHRISTINE LOUISE DEDEAUX, deceased, and by joining of said heirs-at-law in the Petition and on process by publication on any and all creditors of the decedent, CHRISTINE LOUISE DEDEAUX, and on oral evidence had and considered; and after having heard and considered same and having been fully advised in the premises, the Court finds and adjudicates as follows, to-wit:

I.

That the Petitioner herein, WARREN HUDSON DEDEAUX, is the duly appointed, qualified and acting Executor of the estate of CHRISTINE LOUISE DEDEAUX, deceased, and that Letters Testamentary have heretofore been issued unto him in the premises and he is joined herein by BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, the primary devisees under the terms and conditions of the Last Will and

Testament of the decedent, CHRISTINE LOUISE DEDEAUX; that BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, as the primary devisees under the terms and conditions of the Last Will and Testament of the decedent, waive service of process and agree for this matter to be heard without further notice and present this accounting and seek the approval hereof and petition the Court for the closing of the estate herein; and

II.

That the Court has jurisdiction of the parties hereto and of the subject matter; and

III.

That the late CHRISTINE LOUISE DEDEAUX departed this life on or about the 5th day of March, 2021, in Harrison County, Mississippi, and that at the time of her death she was a legal resident of the First Judicial District of Harrison County, Mississippi; that the decedent left a good and valid Last Will and Testament designating BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX as primary devisees therein; and said devisees are the sole heirs-at-law of said decedent; and

IV.

That the Petitioner herein, WARREN HUDSON DEDEAUX, was heretofore appointed as Executor of the estate of CHRISTINE LOUISE DEDEAUX, deceased, by Judgement of this Court dated March 19, 2021; that he duly qualified as such Executor without bond, and took the oath prescribed by the statutes for such Executor and Letters Testamentary were issued unto him in the premises on March 19, 2021; and

V.

That the Petitioner herein, WARREN HUDSON DEDEAUX, as such Executor has caused to be published as provided by law due Notice to Creditors and all persons having claims against the estate of CHRISTINE LOUISE DEDEAUX, deceased, to present same to the Clerk of this Court for probate and registration according to law within ninety (90) days from the date of the first publication of such notice or such claims should be forever barred; that such Notice to Creditors was duly published in the Sun Herald, a newspaper published in the City of Gulfport, Mississippi, and having general circulation throughout Harrison County, Mississippi, and the surrounding areas on March 23, 2021; March 30, 2021; and April 6, 2021; that proper proof of publication has been filed with the Clerk of this Court and made a part of the official Court Records and filed herein; that more than ninety (90) days have passed since the date of the first publication of such Notice to Creditors and that no claims have been filed or probated herein; and that any and all claims not duly filed and probated herein are forever barred as a matter of law at the present time; and

VI.

That the Executor herein, WARREN HUDSON DEDEAUX, received the assets and funds of the estate and made the disbursements in his official capacity as such Executor as is shown in the itemized accounting attached to the Petition as Exhibit "A" which is asked to be read and considered a part hereof as if copied herein in full in words and figures; that under the terms and conditions of the Last Will and Testament of the decedent, One Hundred Thousand Dollars ($100,000.00) was to be distributed to PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX as reflected in the accounting; that, as shown by said accounting, there is a total amount of $897.99 remaining in the estate to be disbursed under the terms and conditions of the aforesaid Last Will and Testament as set forth hereinafter; that all of the above disbursements were in the best

interest of the estate and were made for items that were reasonable and necessary and that such disbursements and other acts of the Executor herein with reference to such accounting should be ratified, confirmed and approved by the Court herein; and

VII.

That at the time of her death, the decedent, CHRISTINE LOUISE DEDEAUX, was the owner of sixty percent (60%) of shares of stock in Palm Plaza Properties, LLC, a Mississippi Limited Liability Company; said Limited Liability Company was dissolved and liquidated on or about September 30, 2021, and the decedent's share upon liquidation was $270,921.99 which was deposited in the estate checking account and is reflected in the final accounting; and

VIII.

That at the time of her death, the decedent, CHRISTINE LOUISE DEDEAUX, was the owner of the following described real property situated in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

> Lot Fifteen (15), Block Three (3), SECOND ADDITION TO GULFPORT BAYOU VIEW, 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 18 at Page 10 thereof, reference to which is hereby made in aid of and as a part of this description.

that under the terms and conditions of the Last Will and Testament of the decedent, the aforesaid real property was devised and bequeathed unto PAULA SUE SWEET free and clear of any debt; that, therefore, the Court should enter its Judgement adjudicating that the said PAULA SUE SWEET is the owner, in fee simple title, of any and all interest the decedent had in and to the aforesaid real property; and

IX.

That at the time of her death, the decedent, CHRISTINE LOUISE DEDEAUX, was the

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

Please see Exhibit "B" attached to the Petition and made a part hereof.

that under the terms and conditions of the Last Will and Testament of the decedent, the aforesaid real property was devised and bequeathed unto BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX; that, therefore, the Court should enter its Judgement adjudicating that the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are the owners, in fee simple title, of any and all interest the decedent had in and to the aforesaid real property; that, furthermore, the Court should enter its Judgement adjudicating that the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are the owners, in fee simple title, of any and all interest to any other real property owned by the decedent at the time of her death; and

X.

That at the time of her death, the decedent, CHRISTINE LOUISE DEDEAUX, was the owner of Twenty-five percent (25%) of shares of stock in Dedeaux Utility Company, Inc., a Mississippi Corporation; that under the terms and conditions of the Last Will and Testament of the decedent, the aforesaid stock was devised and bequeathed unto BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX such that each beneficiary will own a Seven and one-half percent interest (7.5%) in the corporation; that, therefore, the Court should enter its Judgement adjudicating that the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are the owners, in fee simple title, of any and all interest owned by the decedent in Dedeaux Utility Company, Inc.,

such that each beneficiary will own a Seven and one-half (7.5) interest in said corporation; and

XI.

That at the time of her death, the decedent, CHRISTINE LOUISE DEDEAUX, was the owner of sixty percent (60%) of shares of stock in W. A. Dedeaux Builders, Inc., a Mississippi Corporation; that under the terms and conditions of the Last Will and Testament of the decedent, the aforesaid stock was devised and bequeathed unto BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX; that, therefore, the Court should enter its Judgement adjudicating that the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are the owners, in fee simple title, of any and all interest owned by the decedent in W. A. Dedeaux Builders, Inc.; and

XII.

That at the time of her death, the decedent, CHRISTINE LOUISE DEDEAUX, had an interest in Dedeaux Properties I, L.P., a Mississippi Limited Partnership; that under the terms and conditions of the Last Will and Testament of the decedent, the aforesaid interest was devised and bequeathed unto BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX; that, therefore, the Court should enter its Judgement adjudicating that the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are the owners, in fee simple title, of any and all interest owned by the decedent in Dedeaux Properties I, L.P.; and

XIII.

That there are no claims pending, no assets left to be collected and no items of unfinished business left to be completed herein; that there are no assets of the estate to be distributed except as set forth herein and nothing left to be done in the estate; and

XIV.

That WARREN HUDSON DEDEAUX was appointed as the Executor of the estate of CHRISTINE LOUISE DEDEAUX, deceased, by Judgement of this Court on March 19, 2021, and Letters Testamentary were issued therein on March 19, 2021; that, since the date of said appointment, the Executor has faithfully performed services and incurred expenses in connection with the administration of the estate herein and should be entitled to a reasonable compensation in the amount of $waived as reimbursement for such services and expenses incurred and the Executor should be authorized and directed to pay such amount out of the funds of the estate herein; and

XV.

That David W. Jones, Attorney, PLLC was appointed as the Attorney of Record for the estate of CHRISTINE LOUISE DEDEAUX, deceased, and the said law firm has rendered legal services since said appointment to the Executor of the estate herein and should be entitled to a reasonable compensation therefor in the amount of $5,950.00 plus costs for services rendered and the Executor herein should be authorized and directed to pay such amount out of the funds of the estate herein; and

XVI.

That the estate is not indebted to the State of Mississippi or the United States of America or other governmental organizations for inheritance taxes, income taxes or other taxes; that this accounting should be approved by the Court; that all of the acts of the Executor herein were in the best interest of the estate and should be ratified, confirmed and approved by the Court herein; that the estate should be closed herein and the Petitioner discharged as such Executor; and

XVII.

That, after payment of the aforesaid Executor's fees and attorney's fees and after payment of

the Court costs herein, the Executor should be authorized to distribute, pursuant to the terms and conditions of the aforesaid Last Will and Testament, all remaining funds of the estate unto the said devisees, BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, in equal shares, by payment of one-fourth (1/4) of such funds unto each such devisee; that, pursuant to the terms and conditions of said Last Will and Testament, any and all other property, whether real, personal and/or mixed, belonging to the decedent at the time of her death should be vested in the said devisees, BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, in equal shares.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the First and Final Accounting of the Executor herein be and the same is hereby approved, ratified and confirmed; that any and all claims not heretofore filed and probated according to law are forever barred as a matter of law. It is further,

ORDERED, ADJUDGED AND DECREED that, pursuant to the terms of the Last Will and Testament of the decedent, the said PAULA SUE SWEET is hereby adjudicated to be the owner, in fee simple title, of any and all interest the decedent owned in and to that certain parcel of real property being located and situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

> Lot Fifteen (15), Block Three (3), SECOND ADDITION TO GULFPORT BAYOU VIEW, 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 18 at Page 10 thereof, reference to which is hereby made in aid of and as a part of this description.

ORDERED, ADJUDGED AND DECREED that, pursuant to the terms of the Last Will and Testament of the decedent, the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are hereby adjudicated to be the owners, in fee

simple title, of any and all interest the decedent owned in and to those certain parcels of real property being located and situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Parcel 1: The Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4), less and except the North ten (10) acres heretofore conveyed to L.G. Newman and Neoma Newman, being in Section 10, Township 7 South, Range 11 West.

Parcel 2: A tract of land bounded on the North by the North line of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi; on the West by the West line of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of said Section 15; on the South by a line 350 feet South of and parallel with the North line of said Section 15; and on the East by a line running Northeast/Southwest being the Western line of the Harrison County Development Commission property, all located in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi.

Parcel 3: Lots Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19), Block Fifteen (15), CAMP GROUND ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 126 thereof, reference to which is hereby made in aid of and as a part of this description.

Parcel 4: A parcel of land containing 5.61 acres, more or less, situated in the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of Section 14 and in the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section 11, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of Section 14, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and thence South 36 degrees 35 minutes East 42.4 feet; thence South 00 degrees 50 minutes East 177.23 feet to the Southeast corner of Lot 107, Loren D. Heights, Phase III as recorded in Plat Book 30 at Page 7 in the office of the Chancery Clerk of Harrison County, Mississippi; thence South 80 degrees 14 minutes 43 seconds West along the South boundary of said Loren D. Heights, Phase III a distance of 1379.75 feet to the Southeast corner of Lot 304, Loren D. Heights, Phase V as it is recorded in Plat Book 35 at Page 35 in the office of the Chancery Clerk of Harrison County, Mississippi; thence South 80 degrees 23 minutes 20 seconds West along the South margin of said Loren D. Heights, Phase V, a distance of 729.41 feet to the POINT OF BEGINNING; thence continue South 80 degrees 23 minutes 20 seconds West and parallel to Interstate 10 on a line 50 feet (measured perpendicular) from Interstate 10 for a distance of 580.38 feet to the West margin of the Northwest Quarter of the Northeast Quarter (NW 1/4 of NE 1/4) of said Section 14; thence North 00 degrees 25 minutes

25 seconds West a distance of 567.07 feet to the North margin of a 60 foot gas line easement; thence run North 73 degrees 46 minutes 11 seconds East along the North margin of said gas line easement (also being the South margin of Forest North Subdivision, Phase 2, as it is platted and of record in Plat Book 41 at Page 2 in the office of the Chancery Clerk of Harrison County, Mississippi) for a distance of 487.35 feet to the West margin of Sharp Boulevard; thence South 00 degrees 46 minutes 59 seconds East along the said West margin of Sharp Boulevard a distance of 62.18 feet to the South margin of the said 60 foot gas line easement; thence South 73 degrees 43 minutes 57 seconds West along said gas line easement (also being the North margin of Loren D. Heights, Phase V) a distance of 129.82 feet; thence continue along the boundary of Loren D. Heights Subdivision, Phase V the following: South 00 degrees 32 minutes 24 seconds East 369.35 feet; North 80 degrees 18 minutes 22 seconds East 126.67 feet; South 00 degrees 32 minutes 43 seconds East 50.45 feet; North 80 degrees 33 minutes 40 seconds East 83.80 feet; and South 09 degrees 34 minutes 02 seconds East 124.84 feet to the Point of Beginning.

Parcel 5: Fifteen (15) acres, more or less, in the Northeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4) of Section 10, Township 7 South, Range 11 West, beginning at the Southeast corner of said Northeast Quarter of Southeast Quarter (NE 1/4 of SE 1/4) and running thence North 900 feet, thence West 660 feet, thence North 420 feet, thence West 105 feet, thence South 420 feet, thence East 105 feet, thence South 900 feet, thence East 660 feet to the point of beginning, less 1 acre to W. R. Geiger, Jr.

LESS AND EXCEPT:
Parcel No. 1: Beginning at a point where the East line of Section 10, Township 7 South, Range 11 West, intersects the South right-of-way of Dedeaux Road, said point being the Point of Beginning; thence run Westerly along said South right-of-way a distance of 30 feet; thence run Southerly along a line parallel to and 30 feet West of the East line of said Section 10 a distance of 35 feet; thence run Easterly and parallel to and said South right-of-way of Dedeaux Road a distance of 30 feet to the East line of said Section 10; thence run Northerly along said East line of Section 10 a distance of 35 feet to the Point of Beginning. Said Parcel No. 1 contains 1,050 square feet, more or less.

Parcel No. 2: Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4), Section 10, Township 7 South, Range 11 West, thence run North 0 degrees 4 minutes 8 seconds West along the East line of said Section 10 a distance of 665.29 feet to the Southeast corner of property owned by Grantor; thence run South 89 degrees 54 minutes 50 seconds West along the South property line of Grantor a distance of 449.42 feet to the Point of Beginning; thence continue South 89 degrees 54 minutes 50 seconds West along said South property line a distance of 212.3 feet, more or less, to the Southwest corner of property owned by Grantor; thence run North along the West property line of Grantor a distance of 900 feet, more or less, to the Northwest corner of property owned by Grantor; thence run East along the North property line of Grantor a distance of 447.8 feet, more or less, to a point, said point being 212.2 feet, more or less, West of the

Northeast corner of property owned by Grantor; thence run South 38 degrees 33 minutes 20 seconds west a distance of 45.42 feet to a point; thence run along a curve, concave to the Southeast, having a radius of 53.00 feet and an arc length of 26.38 feet, said curve also having a chord bearing and distance of South 24 degrees 17 minutes 57 seconds West 26.10 feet; thence run South 10 degrees 2 minutes 34 seconds West a distance of 58.31 feet to a point; thence run along a curve, concave to the Northwest, having a radius of 147.00 feet and an arc length of 55.65 feet, said curve also having a chord bearing and distance of South 20 degrees 53 minutes 18 seconds West 55.32 feet; thence run South 31 degrees 44 minutes 2 seconds West a distance of 249.67 feet to a point; thence run along a curve, concave to the Southeast, having a radius of 153.00 feet and an arc length of 29.67 feet, said curve also having a chord bearing and distance of South 26 degrees 10 minutes 45 seconds West 29.62 feet; thence run South 20 degrees 37 minutes 28 seconds West 152.48 feet to a point; thence run along a non-tangent curve, concave to the Southeast, having a radius of 153.00 feet and an arc length of 62.65 feet, said curve also having a chord bearing and distance of South 8 degrees 53 minutes 40.5 seconds West 62.21 feet; thence run South 2 degrees 0 minutes 30 seconds West a distance of 71.05 feet to a point; thence run along a non-tangent curve, concave to the Northeast, having a radius of 59.00 feet and an arc length of 7.35 feet, said curve also having a chord bearing and distance of South 6 degrees 24 minutes 22.5 seconds East 7.35 feet; thence run South 9 degrees 58 minutes 37 seconds East 222.04 feet to a point on the South property line of Grantor, said point being the Point of Beginning. Said Parcel No. 2 contains 236,906 square feet, or 5.44 acres, more or less.

LESS AND EXCEPT a parcel running 23 feet North and South and 106 feet East and West located in the Northwest corner of the said property.

SUBJECT TO an easement granted to Mississippi Power Company recorded in the records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, Book 154 at Page 581.

ORDERED, ADJUDGED AND DECREED that, pursuant to the terms of the Last Will and Testament of the decedent, the said BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX are hereby adjudicated to be the owners, in fee simple title, of any and all interest to any other real property owned by the decedent at the time of her death. It is further,

ORDERED, ADJUDGED AND DECREED that all stock in **Dedeaux Utility Company, Inc.**, owned by CHRISTINE LOUISE DEDEAUX at the time of her death be and the same is vested in BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN

HUDSON DEDEAUX, in fee simple title, such that each beneficiary will own a Seven and one-half percent interest (7.5%) in the corporation as provided under the terms and conditions of the Last Will and Testament of the decedent, CHRISTINE LOUISE DEDEAUX. It is further,

ORDERED, ADJUDGED AND DECREED that all stock in **W.A. Dedeaux Builders, Inc.** and **Dedeaux Properties I, L.P.** owned by CHRISTINE LOUISE DEDEAUX at the time of her death be and the same is vested in BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, in fee simple title, equally as the primary devisees under the terms and conditions of the Last Will and Testament of the decedent, CHRISTINE LOUISE DEDEAUX. It is further,

ORDERED, ADJUDGED AND DECREED that the title to any and all other property, whether real, personal and/or mixed, owned by CHRISTINE LOUISE DEDEAUX at the time of her death be and the same is vested in BETSY JO MARTIN, PATRICIA ANN LEHMANN, PAULA SUE SWEET and WARREN HUDSON DEDEAUX, in fee simple title, equally as the primary devisees under the terms and conditions of the Last Will and Testament of the decedent, CHRISTINE LOUISE DEDEAUX, and that all acts of the Petitioner herein as such Executor are hereby confirmed, ratified and approved and upon the payment of the costs of the Court incurred herein, the said Executor is hereby forever discharged and released herein and the estate closed upon payment of such costs.

ORDERED, ADJUDGED AND DECREED in the office of the Chancellor in the City of Gulfport, Mississippi, on this the 1st day of February, 2022.

CHANCELLOR

Submitted by:
David W. Jones (MSB #8972)
David W. Jones, Attorney, PLLC
1605 Twenty-third Avenue
Gulfport, MS 39501
(228) 864-8965
File #219027

PERMITS/INSP PAYMENT RECPT#: 11368424
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/05/22 TIME: 14:23
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

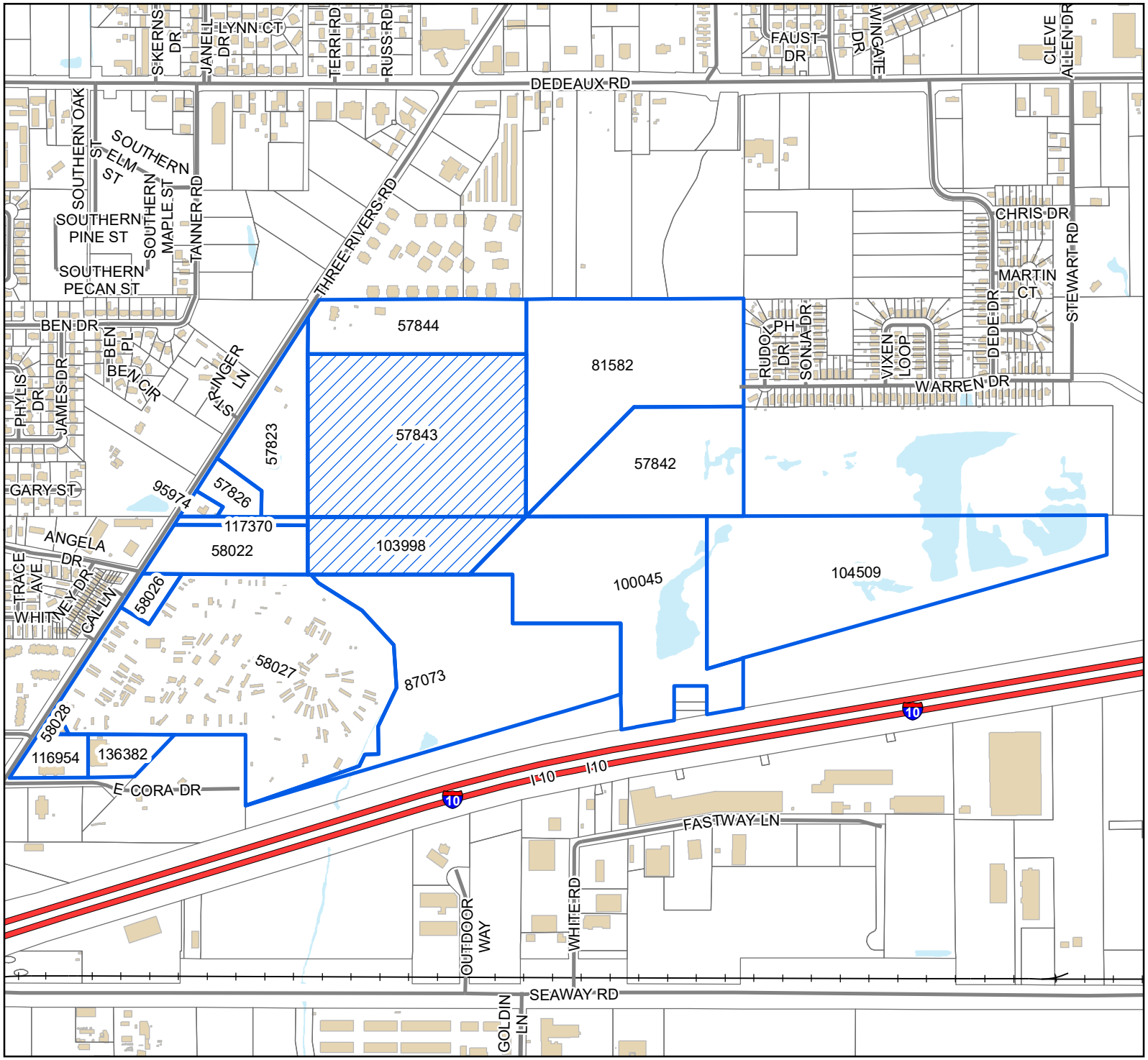
PAID BY:
PAYMENT METH: CHECK
1609
REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	57843	0808P-01-012.000	WARREN DEDEAUX AND OTHERS (OWNERS)	9596 S. BAYOU BEND DR.	GULFPORT	MS	39503
	103998	0809A-01-010.000	WARREN DEDEAUX AND OTHERS (OWNERS)	9596 S. BAYOU BEND DR.	GULFPORT	MS	39503
			GULF COAST DEVELOPMENT & DESIGN, LLC (AGENT)	919 2ND STREET	GULFPORT	MS	39501
N			**Adjacent Property Owners (2208PC144)**				
	58028	0809B-01-004.000	CAMPBELL JEFFERY SCOTT	18068 PECAN CT	SAUCIER	MS	39574
	58022	0809B-01-001.000	DEDEAUX UTILITY CO INC	13407 DEDEAUX RD	GULFPORT	MS	39507
	57823	0808O-01-009.000	EAST SIDE JERSEY DAIRY INC	3744 STAUNTON RD	EDWARDSVILLE	IL	62025
	117370	0809B-01-001.001	HARRISON CO	P O DRAWER CC	GULFPORT	MS	39502
N	100045	0809A-01-009.001	HARRISON CO DEV COMM				0
N	104509	0909D-01-001.001	HARRISON CO DEV COMM				0
N	57842	0808P-01-014.000	HARRISON CO DEV COMM				0
N	87073	0809A-01-009.000	HARRISON CO DEV COMM				0
	57844	0808P-01-011.000	HERREN NAOMI DEDEAUX -L/E-	11156 THREE RIVERS RD	GULFPORT	MS	39503
	136382	0809B-01-005.003	MISS REGIONAL HOUSING AUTH # VIII	10430 THREE RIVERS RD	GULFPORT	MS	39503
N	116954	0809B-01-005.001	MISS REGIONAL HOUSING AUTH # VIII	10430 THREE RIVERS RD	GULFPORT	MS	39503
	58026	0809B-01-002.000	NECAISE LAND LP	2809 PACE BEND ROAD S	SPICEWOOD	TX	78669
	57826	0808O-01-010.000	NECESSARY HUGUETTE MARECELLE -L/E-	11030 THREE RIVERS RD	GULFPORT	MS	39503
	81582	0808P-01-013.000	NEWMAN EDDIE LOREN	443 CHERRY ST	LABADIEVILLE	LA	70372
	58027	0809B-01-003.000	OW SOUTHERN OAKS LLC	325 N ST PAUL ST STE 2170	DALLAS	TX	75208
	95974	0808O-01-010.001	VAN ETTEN MELISSA W	11010 THREE RIVERS ROAD	GULFPORT	MS	39503

2208PC144

Zoning Map Amendment



Legend

- Site
- Adjacent Properties
- Interstate Highway
- Street
- Railroad
- Buildings
- Water Features

0 130 260 390

Yards

1 inch = 839 feet

N W E S

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

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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

RE: Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, August 25, 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 Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: <u>Zoning Map Amendment 2208PC145</u>:

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2208PC145

Hearing Date: August 25, 2022

Current Zoning/Use: T5, T4L, T4+ / Vacant Land

Legal: Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 9.0 acres of property from T5, T4L, and T4+ zoning district to a T5 (Urban Center Zone) zoning district. Currently, the property is vacant land and is split zoned; therefore, the applicant wishes to rezone the property to a T5 zoning district. The purpose of this change of zoning is to construct a luxury RV park owned by POC Holding, Inc. In addition, the current zoning does not allow for this use in a T4+ (General Urban Zone "Plus") nor in a T4L (General Urban Zone "Limited") zoning district. The Recreational Vehicle park is allowable in a T5 (Urban Center Zone) through planning commission approval, hence the reason for the rezoning.

The applicant has chosen public need and change in condition for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.

2. Need is addressed by the applicant as "with new commercial growth and other economic factors show a clear and pressing need for these properties to be zoned for the use requested. Furthermore, there are insufficient accommodations for recreational vehicles in

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this area and in Gulfport and Harrison County in general." "This will offer a heretofore-unavailable luxury RV park within the city limits of Gulfport, Mississippi at this strategic intersection. Cowan-Lorraine Road is only one of three roads in Gulfport, Mississippi that connects direct to Interstate 10."

3. The applicant has also used a change in condition as a reason for rezoning. The applicant states, "There has been a very significant change of circumstances and change of use in the neighborhood since the property was last zoned. Cowan-Lorraine Road has now become the second most heavily traveled north-south corridor in the city of Gulfport. The Mississippi Department of Transportation shows that the traffic count of the intersection of Highway 90 and Cowan-Lorraine Road is 28,000 per day on Cowan-Lorraine Road and 12,000 on Highway 90.These roads are heavily traveled, and the use of property and the statistical analysis of the property, shifts in population."

EXECUTIVE SUMMARY

Currently, the subject property split-zoned with a T5, T4L, and T4+ zoning district that render the property non-conforming by city standards. Thus by rezoning the property to one initial zoning district would correct the non-conformity.

Any approval should consider these conditions:

1. Approval grants the rezoning of subject property from T5, T4L, and T4+ to T5 (General Urban Zone).

DIRECTOR APPROVAL

This report has been reviewed and approved by:

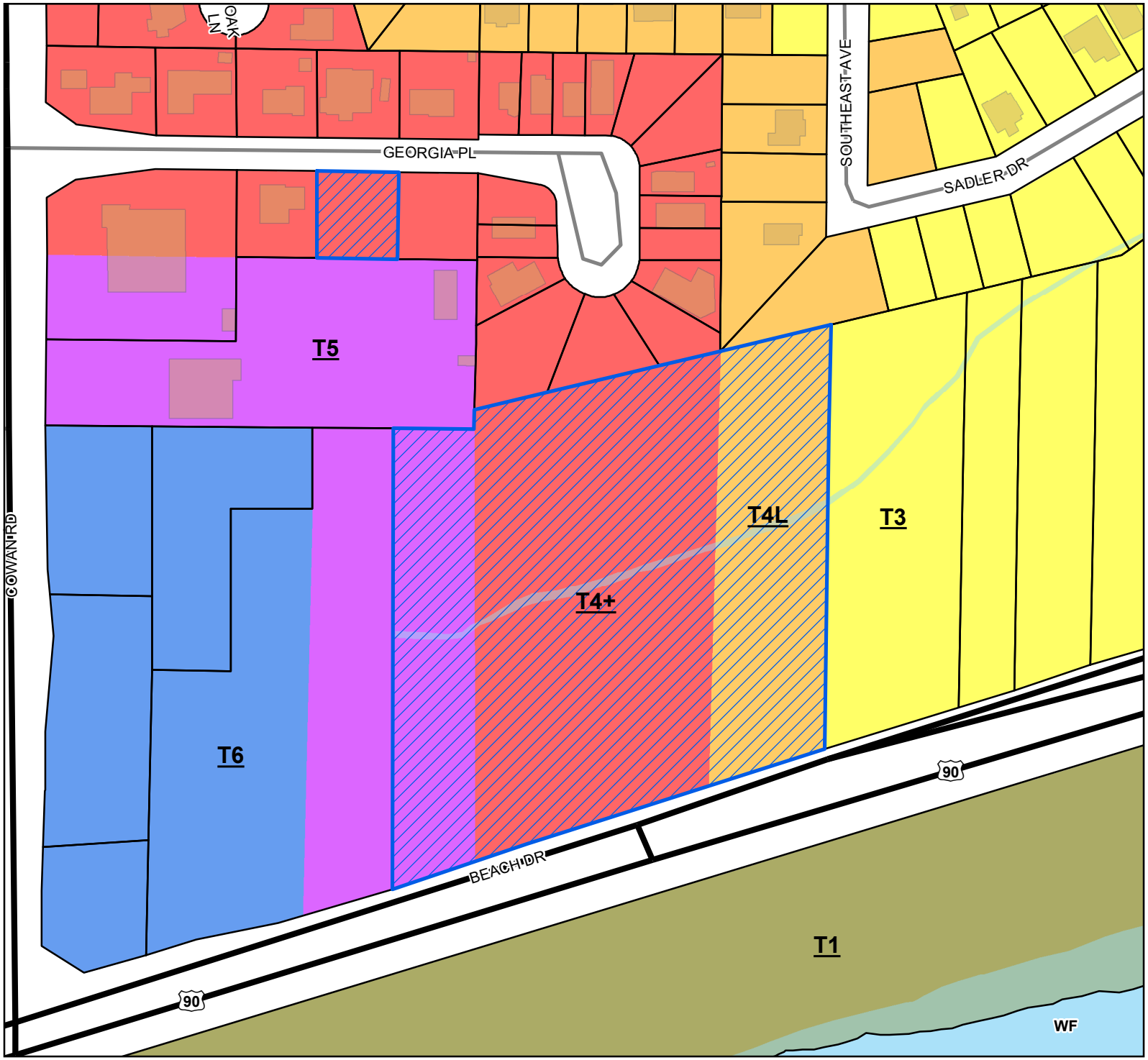
_____
Greg Pietrangelo
Director of Urban Development Department

DA

497 CENTRAL AVE
496 CENTRAL AVE
494 CENTRAL AVE
492 CENTRAL AVE
491 NORTHEAST AVE
490 NORTHEAST AVE
493 WEAVER AVE
491 WEAVER AVE
490 WEAVE
488 WEAVE
489 WEAVER AVE
2115 CURCOR DR
2101 CURCOR DR
2114 CURC
2112 CURC
397 GRUBBS A
489 NORTHEAST AVE
2110 CURCOR DR
2109 CURCOR DR
2102 CURCOR DR
398 SOUTHEAST AVE
1509 SADLER
1505 SADLER DR
1503 SADLER DR
1501 SADLER DR
394 SOUTHEAST AVE
1526 SADL
1522 SADL
1518 SADL
1514 SADLER
1510 SADLER DR
1506 SADLER DR
1502 SADLER DR
1500 SADLER DR
SADLER DR
SOUTHEAST AVE
NORTHEAST AVE
WEAVER AVE
CENTRAL AVE
WEST AVE
OAK LN
COWAN RD
BEACH DR
1536 BEA
1528 BEACH DR
1520 BEACH
1500 BEACH DR
1504 BEACH DR
1510 BEACH DR
1410 BEACH DR
WF
498 WEST AVE
496 WEST AVE
494 WEST AVE
1811 CURCOR DR
1807 CURCOR DR
1803 CURCOR DR
1814 CURCOR DR
1812 CURCOR DR
1806 CURCOR DR
1816 CURCOR DR
1901 CURCOR DR
1903 CURCOR DR
2003 CURCOR DR
490 CENTRAL AVE
242 COWAN RD
494 OAK LN
493 OAK LN
492 OAK LN
490 OAK LN
1820 CURCOR DR
1908 CURCOR DR
1904 CURCOR DR
1900 CURCOR DR
233 COWAN RD
397 SOUTHEAST AVE
1421 GEORGIA PL
1419 GEORGIA PL
1429 GEORGIA PL
1431 GEORGIA PL
1445 GEORGIA PL
1441 GEORGIA PL
1453 GEORGIA PL
1461 GEORGIA PL
1488 GEORGIA PL
1484 GEORGIA PL
1480 GEORGIA PL
1476 GEORGIA PL
1426 GEORGIA PL
1432 GEORGIA PL
1442 GEORGIA PL
1446 GEORGIA PL
1450 GEORGIA PL
210 COWAN RD
202 COWAN RD
1458 GEORGIA PL
1462 GEORGIA PL
204 COWAN RD
203 COWAN RD
200 COWAN RD

2208PC145

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings
Water Features

Smart Code

T6
T5
T4+
T4L
T3
T1

Zoning

WF - Water Front

Site Information

1011C-01-010.000
1010N-04-029.000
Zoning: T4+ (General Urban Zone Plus)
T4L (General Urban Zone Limited)
Size: 6.8 acres

0 25 50 75
Yards

1 inch = 170 feet

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

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

For Staff Use Only

Case File #: 2208PC145

Date Received: 7-5-2022

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Property Information

TAX PARCEL # 1011C-01-010.000
1010N-04-029.000
_____-_____-_____.____

(If necessary, use separate sheet of paper)

Address of Property Involved: The first parcel is on East Beach Blvd. just east of Cowan Lorraine Rd. and the second parcel is

Lot(s) 8, Block(s) _____, Subdivision Jim Allen

General Location: North of Highway 90, East of Cowan Lorraine Road.

GENERAL DESCRIPTION OF REQUEST:

Rezone both parcels to T5.

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 reauest.

OWNER	AGENT
POC Holdings, Inc.	M & P Development, LLC
Printed Name Of Owner	Printed Name Of Agent
P.O. Box 516	1900 Destrehan Avenue
Mailing Address	Mailing Address
Magee MS 39111	Harvey LA 70058
City State Zip code	City State Zip code
(601) 948-6627	(504) 347-1196
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
nlewelly@priorityonebank.com	pete@petevicari.com
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

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

For Staff Use Only

Case File #:

Date Received:

Receipt #:

Received By:

Zoning:

Ward: Flood:

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

Property Information

TAX PARCEL #

1	0	1	1	C	–	0	1	–	0	1	0	.	0	0	0
1	0	1	0	N	–	0	4	–	0	2	9	.	0	0	0
					–			–				.			

(If necessary, use separate sheet of paper)

Address of Property Involved: The first parcel is on East Beach Blvd. just east of Cowan Lorraine Rd. and the second parcel is

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OWNER

POC Holdings, Inc.
Printed Name Of Owner

P.O. Box 516
Mailing Address

Magee MS 39111
City State Zip code

(601) 948-6627
Home Phone Work/Cell Phone

nlewelly@priorityonebank.com
Email

Signature Of Owner

AGENT

M & P Development, LLC
Printed Name Of Agent

1900 Destrehan Avenue
Mailing Address

Harvey LA 70058
City State Zip code

(504) 347-1196
Home Phone Work/Cell Phone

pete@petevicari.com
Email

Signature Of Agent

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

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

SUPPLEMENT NO. 1 TO APPLICATION FOR ZONING MAP AMENDMENT

CHANGE AND NEED

The two properties sought to be rezoned are both located in the northeast corner of U.S. Highway 90 and Cowan-Lorraine Road. Parcel No. 1 is a larger tract consisting of 9 acres, and it is presently split-zoned as T5, T4+ and TL. The Second Parcel fronts on Georgia Place Road and is presently zoned T4+. These two parcels consist of only part of the ownership of the Applicant's property. The balance of the property being zoned T5. The purpose of this change of zoning is to construct a luxury RV park on 4 parcels of property owned by POC Holdings, Inc. as reflected on the deed attached to the application. In addition to being split-zoned and constituting a jumble of different zoning at this particular location, there has been a very significant change of circumstances and change of use in the neighborhood since the property was last zoned. Cowan-Lorraine Road has now become the second most heavily traveled north-south corridor in the city of Gulfport. The Mississippi Department of Transportation shows that the traffic count of the intersection of Highway 90 and Cowan-Lorraine Road is 28,000 per day on Highway 90 and 12,000 per day on Cowan-Lorraine Road. Highway 90 and Cowan-Lorraine Road are heavily traveled, and the use of property and the statistical analysis of the property, shifts in population, new commercial growth and other economic factors show a clear and pressing need for these properties to be zoned for the use requested. Furthermore, there are insufficient accommodations for recreational vehicles in this area and in Gulfport and Harrison County in general. This will offer a heretofore unavailable luxury RV park within the city limits of Gulfport, Mississippi at this strategic intersection. Cowan-Lorraine Road is only one of three roads in Gulfport, Mississippi that connects directly to Interstate 10.

SUPPLEMENT NO. 2 TO APPLICATION FOR ZONING MAP AMENDMENT

INTEREST OF AGENT

The interest of the agent applying for this zoning map amendment is that it has a contract for the purchase of the property herein sought to be rezoned with the owner, POC Holdings, Inc. which said contract is contingent upon obtaining this zoning request. A copy of that contract will be furnished upon request.

SUPPLEMENT NO. 3 FOR ZONING MAP AMENDMENT

DEVELOPMENT SCHEDULE

Development of the Luxury RV site planned on this property will begin immediately upon final rezoning of all of the two parcels to T5. Construction is expected to take 9 months to 12 months.

SUPPLEMENT NO. 4 TO APPLICATION FOR ZONING MAP AMENDMENT

EFFECT OF REZONING

This rezoning will have a very significant and positive impact upon the City of Gulfport and the property in this area. At the present time, this significant corner on two major thoroughfares is a mix of T5, T4, T4+, and T6. This property needs to be rezoned in order to bring these parcels into compliance with zoning of the other parcels on this strategic and important corner. The development of this property into a luxury RV park is consistent with the comprehensive plan and is needed in this tourist-oriented economy. Recreational Vehicles are attracted to this area because of the climate, beach, casinos, and many other attractions that draw these sophisticated vehicles. This will have an extremely large impact upon tourist income, ad valorem income, sales tax income, employment, and tourist attraction to this area.

SUPPLEMENT NO. 5 TO APPLICATION FOR ZONING MAP AMENDMENT

The property to be rezoned is situated with excellent transportation facilities located on U.S. Highway 90, which is a four-lane highway at that point with turn lanes onto Cowan-Lorraine Road, and Lorraine Road, which is a four-lane highway (Highway 605) with turning bays at that location. The property is served by City water, sewer and garbage collection and is next door to a City fire station so fire protection is immediately at the site. The site is served by the Gulfport Police Department and enjoys all of the City facilities available in Gulfport, Mississippi. There will not be an overabundance of traffic produced by this RV site. Luxury RVs consist of one pulling vehicle and a trailer or one vehicle which is self-contained. They only enter and exit when coming or leaving, and some, but not all, may pull an automobile. Entering and leaving traffic will be at a minimum. The property has access on Cowan-Lorraine Road and U.S. Highway 90, and entrances thereto are more than adequate to handle the small amount of traffic generated. As stated at other parts of this application, this development is in the orderly and appropriate development of the area where it is located and is, as hereto forth stated, the highest and best use for this location.

CONSENT ACTION OF M & P DEVELOPMENT, LLC

This Consent Action is executed by Peter Vicari as the sole owner, member, manager and interested party of M & P Development, LLC.

I hereby approve and ratify the application for zoning map amendment to be filed with the Gulfport, Mississippi Planning Commission to rezone two tax parcels (1011C-01-010.000 and 1010N-04-029.000) to T5 zoning. These tax parcels are presently owned by POC Holdings, Inc. but are under contract to my LLC, and they are located on the northeast corner of U.S. Highway 90 and Cowan-Lorraine Road in Gulfport, Mississippi.

I fully authorize myself and my Attorney, Virgil G. Gillespie, to file this application and to pursue that application to conclusion.

Witness my signature and seal this the 5th day of July 2022.

Peter Vicari

(Seal)

POC Holdings, Inc.
Special Board Meeting
June 30, 2022

A special meeting of the Board of Directors was held today with the following members present: Robert Barnes, Adam Carlson, and Jenny Herrington. The purpose of the meeting was to replace Adam Carlson as Secretary of the Corporation and consider procedures necessary to sell certain real estate owned by the company, particularly 1410 E. Beach Blvd, Gulfport, Mississippi.

Because of the nature of the property located at 1410 E. Beach Blvd and upon motion and second, the Board unanimously approved POC Holdings, Inc., be authorized to apply for a zoning variance with the City of Gulfport, as it relates to certain parcels of land located at 1410 E. Beach Blvd, Gulfport, Mississippi.

Upon further motion and second, the Board unanimously approved the Corporate Secretary be authorized to sign on behalf of POC Holdings, Inc., said Application for Zoning Map Amendment/Land Use Reclassification and/or Application for Variance.

Upon further motion and second, the Board unanimously approved Nicole Lewellyn to replace Adam Carlson as Corporate Secretary and that the Corporate Secretary: further be authorized to execute sales contracts, deeds, closing statements, and any other documents relating to the sale of real estate.

- Nicole Lewellyn, Secretary

further be authorized to execute sales contracts, deeds, closing statements, and any other documents relating to the sale of real estate.

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

Adam Carlson, Treasurer

Nicole Lewellyn, Corporate Secretary

Jenny Herrington, Vice President

AGENT AUTHORIZATION FORM

PROPERTY LEGAL DESCRIPTION:

1432 Georgia Pl, Gulfport, MS
PARCEL # 1010N-04-029.000
Lot 8, Jim Allen Subdivision,

1410 E. Beach Blvd, Gulfport, MS
PARCEL # 1011C-01-010.000
Lot # not listed on tax detail and is not in a subdivision

Please print:
Property Owner: POC Holdings, Inc.

The undersigned, registered property owners of the above noted property, do hereby authorize

Peter Vicari (M & P Development, LLC)
(Agent)

to act on my behalf and take all actions necessary with the Gulfport Planning and Zoning Department for the purposes of seeking rezoning approval(s) of said properties.

Property Owner's Address (if different than property above):

P.O. Box 516, Magee, MS 39111

Telephone: 601-721-1995

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Authorized Signature (Owner)

Notary

Date: 6/30/22

Date: 6/30/22

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 249288
H. LEE SIMS
Commission Expires
Sept. 27, 2024
LAMAR COUNTY

GILLESPIE LAW FIRM

VIRGIL G. GILLESPIE

July 5, 2022

City of Gulfport Urban Development-Planning Division
1410 24th Ave.
Gulfport, MS 39501

Re: Application for Zoning Map Amendment

Filed on behalf of POC Holdings Inc. as Owner and M&P Development LLC as Agent

Gentlemen:

I enclose herewith the following:

1. Application for Zoning Map Amendment Page 1 signed in duplicate originals by the Owner and Agent.
2. Deed to all of the property showing it to be owned by POC Holdings Inc, the Owner.
3. Supplement number 1 change and need
4. Supplement number 2 interest of Agent
5. Supplement number 3 development schedule
6. Supplement number 4 effect of rezoning
7. Supplement number 5 statement regarding transportation facilities, water, sewer, etc.
8. Gulfport Zoning Map showing the properties involved
9. Consent action of M&P Development LLC authorizing this filing
10. Board meeting of POC Holdings Inc authorizing this filing
11. Agent authorization form whereby POC Holdings Inc appoints M&P Development LLC as Agent
12. Check for $175.00 as a filing fee

Thank you for your attention in this matter.

Yours very truly,

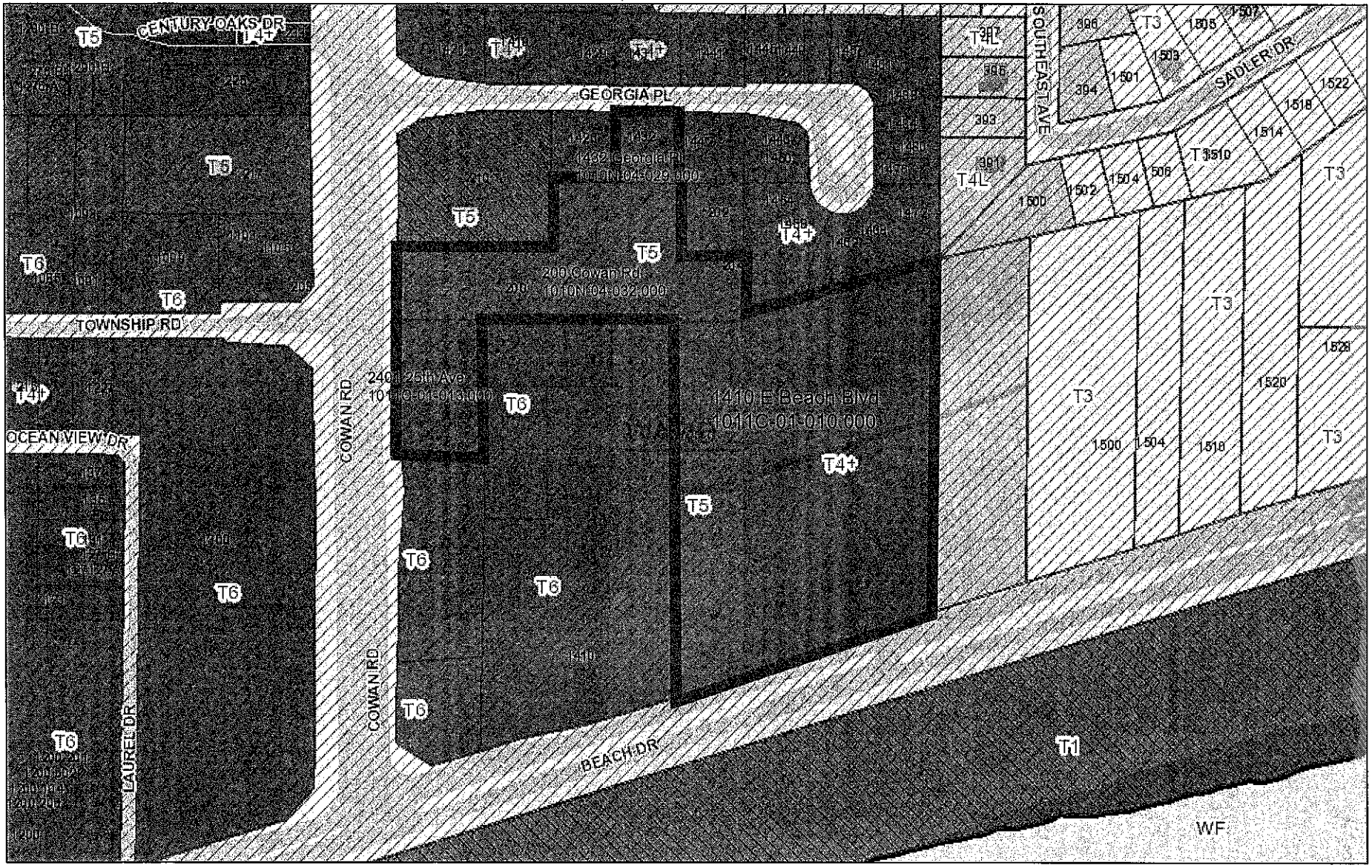
VIRGIL G. GILLESPIE
Attorney at Law

VGG/tn

Cc: POC Holdings Inc
M&P Development

1901 24th Avenue (39501) | Post Office Box 850 | Gulfport, MS 39502-0850
Telephone: (228) 864-4520 | Facsimile: (866) 859-2530 | E-mail: vgg@gillespielawfirm.com

Gulfport Zoning Map



June 29, 2022

1:2,900

0 0.025 0.05 0.1 mi

0 0.0375 0.075 0.15 km

Streets

County Streets

<all other values>

Interstate Highway

Principal Arterial

Collector

Minor Arterial

Military

Address Points

Parcels

Buildings

Hybrid Zones

Hybrid

Wards

Gulfport GIS

1st Judicial District
Instrument 2016 4758 D -J1
Filed/Recorded 7/11/2016 11:05 A
Total Fees $ 17.00
14 Pages Recorded

Prepared by:
Derek A. Henderson, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

Return to:
Derek A. Henderson, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

Indexing Instructions:
Parcel 1: Exempt; *Parcel 2*: S31-T7S-R10W, Harrison County, First Judicial District, MS; *Parcel 3*: Parts of Lots 4 &5 and the Blackman Lot of the Uriel Wright S/D; *Parcel 4*: S6-T8S-R10W, Harrison County, First Judicial District, MS; *Parcel 5*: SW 1/4 of SE 1/4 of SE S31-T7S-R10W, Harrison County, First Judicial District, MS

SUBSTITUTE TRUSTEE'S DEED

Name, Address and Phone Number of Grantor
Derek A. Henderson, Trustee
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

Name, Address and Phone Number of Grantee
POC Holdings, Inc.
PO Box 516
Magee, MS 39111
(601) 948-6627

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 28th day of February, 2013, Cowan Road & Highway 90, LLC executed a Deed of Trust to Robert J. Barnes, Trustee for the benefit of PriorityOne Bank, said Deed of Trust is recorded as Instrument No. 2013-2486T-J1 in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi and which was modified by a Modification of Deed of Trust dated December 27, 2013 and recorded as Instrument No. 2014-470T-J1 which modified and provided for the final maturity date to July 1, 2014;

WHEREAS, the aforesaid PriorityOne Bank, the holder of said Deed of Trust and the promissory note secured thereby, substituted Derek A. Henderson as Trustee therein as authorized by the terms thereof, by instrument dated October 28, 2015 and recorded November 4, 2015, in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi, as Instrument No. 2015-9593T-J1;

WHEREAS, default having been made in the terms and conditions of said Deed of Trust recorded and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness, PriorityOne Bank, having requested the undersigned Trustee to execute the trust and said Deed of Trust for the purpose of raising the sums due thereunder together with attorney's fees, Trustee's fees and expenses of sale; and

WHEREAS, the undersigned Trustee after posting and publication of Notice of Sale as required by the terms of the Deed of Trust and the laws of the State of Mississippi, within the legal hours (being the hours of 11:00 a.m. and 4:00 p.m.) on the 30th day of June, 2016, at the East Front Door of the Harrison County First Judicial District Courthouse at Gulfport, Mississippi;

WHEREAS, at such sale, POC Holdings, Inc. bid the sum of $1,870,481.00; and

WHEREAS, said bid by POC Holdings, Inc. was the highest bid;

NOW, THEREFORE, I DEREK A. HENDERSON, Trustee, in consideration of the sum of $1,870,841.00, do hereby sell and convey to POC Holdings, Inc., the following described property located and situated in Harrison County, State of Mississippi, to-wit:

PARCEL 1:
Lot 8, Jim Allen Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 20 at Page 4.

AND ALSO:

Lot Ten (10) Jim Allen Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 20 at Page 4 thereof reference to which is hereby made in aid of and as a part of this description.

PARCEL 2:
Lots Eleven (11) and Twelve (12), Jim Allen 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, Harrison County, Mississippi, in Plat Book 20 at Page 4.

LESS AND EXCEPT:

Begin at the point of intersection of the Southern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 1+317.947; from said point of beginning run thence South 89 degrees 40' 30" West along said Southern property line, a distance of 1.556 meters (5.105 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 03' 57" West along the present Eastern right-of-way line of said Cowan Road, a distance of 33.269 meters (109.150 feet) to the present Southern right-of-way line of Georgia Place; thence run South 89 degrees 50' 03" East along the present Southern right-of-way line of said Georgia Place, a distance of 62.110 meters (203.773 feet) to a point on the present Southern right-of-way line of Georgia Place that is 5.534 meters (18.156 feet) Southerly of and perpendicular to the centerline of survey of Georgia Place relocation at Station 1+094.792 as shown on the plans for said project at Station 1+375.330; thence run South 82 degrees 11' 43" West a distance of 30.125 meters (98.835 feet) ; thence run South 58 degrees 17' 08" West, a distance of 12.809 meters (42.024 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+340; thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 22.144 meters (72.651 feet) to the Southern line of grantors property; thence run South 89 degrees 40' 30" West along said Southern property line, a distance of 20.000 meters (65.617 feet) to the point

of beginning, containing 0.085 hectares (0.211 acres), more or less, and being situated in and a part of Lots 11 and 12 of Jim Allen Subdivision in Plat Book 20, Page 4 in the Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, Section 31, Township 7 South, Range 10 West.

AND ALSO:

A parcel of land situated in Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of Lot 12 of JIM ALLEN SUBDIVISION, thence run East along the South line of said subdivision a distance of 595 feet to the Southeast corner of Lot 7 of said subdivision; thence run South and perpendicular in the South line of said subdivision a distance of 104 feet; thence run West and along the North line of the property of the City of Gulfport, a distance of 595 feet to the East margin of Cowan Road; thence run North and along said East margin of Cowan Road a distance of 104 feet to the Point of Beginning.

LESS AND EXCEPT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 1+317.947; from said point of beginning run thence North 89 degrees 40' 30" East along said Northern property line, a distance of 20.000 meters (65.617 feet); thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 32.216 meters (105.696 feet) to the Southern line of grantors property thence run North 89 degrees 46' 16" West along said Southern property line, a distance of 21.838 meters (71.647 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 05' 00" West along the present Eastern right-of-way line of said Cowan Road, a distance of 32.005 meters (105.003 feet) to the Northern line of grantors property; thence run North 89 degrees 40' 30" East along said Northern property line, a distance of 1.556 meters (5.105 feet) to the Point of Beginning, containing 0.070 hectares (0.172 acres), more or less and being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

LESS AND EXCEPT from Parcels 1 and 2 above that portion of the Parcels 1 and 2 conveyed to the City of Gulfport by Special Warranty Deeds recorded as Instrument No. 2009-8397D-J1 and Instrument No. 2009-8399D-J1, more particularly described as follows:

PARCEL A:
That certain parcel of land and property off of the East end of parcel conveyed to Cowan Road and Highway 90, LLC by Land Deed Record Instrument No. 2007-8630D-J1 situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison

County, Mississippi, more particularly described as follows, to-wit:

Beginning at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of Jim Allen Subdivision on file and of record in Plat Book 20, Page 4, in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of Georgia Place Subdivision on file and of record in Plat Book 37 at Page 20 in the aforesaid Chancery Clerk's office, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499 in the aforesaid Chancery Clerk's office and a ½ inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 75.00 feet along the North line of said property now or formerly of Gulfport to a ½ inch iron rod; thence North 00 degrees 05 minutes 30 seconds East 104.21 feet to the South line of Lot 7 of said Jim Allen Subdivision and a ½ inch iron rod; thence South 89 degrees 52 minutes 19 seconds East 75.00 feet to the Point of Beginning.

Said parcel contains 0.179 acres, more or less, shown and described as "Parcel B Boundary Description" on Plat of Survey prepared by J. Colter Ratcliff, Professional Surveyor, as of September 4, 2009.

PARCEL B:
Those certain parcels of land and property that together contain a contiguous parcel, situated and being in Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being a part and parcel of the property conveyed to Cowan Road and Highway 90, LLC by Quitclaim Deed dated August 21, 2007, recorded as Instrument No. 2007-8630D-J1 in the Land Deed Records in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, particularly identified and described as follows, to-wit:

Commencing at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of JIM ALLEN SUBDIVISION on file and of record in Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of GEORGIA PLACE SUBDIVISION on file and of record in Plat Book 37, at Page 20, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499, and a ½ inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 296.87 feet along the North line of said City of Gulfport property to a ½ inch iron rod and the POINT OF BEGINNING; thence continue North 89 degrees 50 minutes 18 seconds West 230.53 feet to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1438 Page 275) and a 3/4 inch pipe; thence North 00 degrees 40 minutes 04 seconds West 103.95 feet along said East margin of Cowan Road to the Southwest margin of Lot 12, Jim Allen Subdivision to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1430 Page 646); thence North 00 degrees 32 minutes 02 seconds West 71.66 feet along said East margin of Cowan Road to a 6 inch square monument; thence North 58 degrees 46 minutes 02 seconds East 42.02 feet along the said margin of the Mississippi Transportation Commission deed for entrance to Georgia Place from Cowan Road; thence North 81 degrees 58 minutes 32 seconds East 98.84 feet, along South margin of Georgia Place; thence South

89 degrees 52 minutes 12 seconds East 98.81 feet along the South line of Georgia Place to a 1-1/2 inch iron pipe being Northeast Corner of Lot 10; thence run South 00 degrees 03 minutes 18 seconds West along the East line of Lot 10 a distance of 107.68 feet, to a mag nail at the Southeast corner of Lot 10; thence continue South 00 degrees 03 minutes 18 seconds West a distance of 103.93 feet, to the Point of Beginning.

Said parcel containing 1.089 acres, more or less and being a portion of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-863D-J1, and as specified in plat of survey of J. Colter Ratliff, Licensed Professional Surveyor, as of November 16, 2009.

PARCEL 3:
That part of Lots 4 and 5 and the "Blackman" Lot of the Uriel Wright Subdivision of the Ludlow Survey per plat recorded in Deed Book 27, Page 384, in the Office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi, which lies North of the North right-of-way line of U.S. Highway 90, and being more particularly described as follows:

Commencing at an iron rod in an iron pipe at the intersection of the east margin of Cowan Road with the line between Section 31, Township 7 South, Range 10 West and Fractional Section 6, Township 8 South, Range 10 West; thence run North 89 degrees 38 minutes 12 seconds East for a distance of 499.07 feet to an iron rod at the Northwest corner of said Lot 4 and the Point of Beginning; thence run South 00 degrees 14 minutes 43 seconds West along the west line of said Lot 4, said line being marked by a chiseled "X" on the seawall, for a distance of 570.27 feet to an iron rod on the north right-of-way line of U.S. Highway 90, thence run North 72 degrees 02 minutes 00 seconds East along said North right-of-way line for a distance of 551.71 feet to a railroad spike on the East line of said "Blackman" Lot, said line being marked by a chiseled "X" on the seawall; thence run North 00 degrees 13 minutes 24 seconds East along said East line for a distance of 517.61 feet to an iron rod at the northeast corner of said "Blackman" Lot, thence run South 76 degrees 53 minutes 22 seconds West along the South line of Cowan Road Homes Subdivision for a distance of 134.49 feet to a concrete monument, thence run South 76 degrees 58 minutes 02 seconds West along the South line of Georgia Place Subdivision and the North line of said Uriel Wright Subdivision for a distance of 394.50 feet to an iron rod on the township line, thence run North 89 degrees 35 minutes 41 seconds West along said township line 14.76 feet to the Point of Beginning. This parcel contains 6.59 acres, more or less.

PARCEL 4:
A parcel of land located in Fractional Section 6, Township 8 South, Range 10 West, Gulfport, Harrison County, Mississippi, more particularly described as: Beginning at the intersection of the East margin of Cowan Road with the North line of Fractional Section 6, and from said Point of Beginning running thence North 89 degrees 58 minutes 30 seconds East along the North line of said Section 6 a distance of 200.1 feet, running thence South 0 degrees 18 minutes 10 seconds West a distance of 209.2 feet, running thence South 89 degrees 49 minutes 30 seconds West a distance of 208.7 feet to the East margin of Cowan Road, running thence North 2 degrees 38 minutes 30 seconds East along said East margin a distance of 210 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TRACT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10; from said point of beginning run thence South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 20.000 meters (65.617 feet); thence run South 00 degrees 35 minutes 04 seconds East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 53.819 meters (176.572 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+200; thence run South 05 degrees 09 minutes 34 seconds East, a distance of 10.061 meters (33.009 feet) to the Southern line of grantors property; thence run North 89 degrees 45 minutes 13 seconds West along said Southern property line, a distance of 24.009 meters (78.770 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 23 minutes 38 seconds East along the present Eastern right-of-way line of said Cowan Road, a distance of 63.847 meters (209.472 feet) to the Northern line of grantors property; thence run South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 2.116 meters (6.942 feet) to the point of beginning, containing 0.145 hectares (0.358 acres) more or less, and being situated in and a part of Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

AND, ALSO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated and being located in Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the intersection of the new easterly right-of-way of Cowan Road as presently staked by State Project No. 94-9371-00-005-10 with the North line of Fractional Section 6, Township 8 South, Range 10 West, thence run from said Point of Beginning, North 89 degrees 47 minutes 57 seconds East 130.27 feet; thence run South 00 degrees 10 minutes 57 seconds West 210.56 feet; thence run North 89 degrees 38 minutes 05 seconds West 124.85 feet to the new easterly right-of-way of Cowan Road; thence run North 05 degrees 09 minutes 34 seconds West 32.75 feet along the new easterly right-of-way of Cowan Road; thence run North 00 degrees 35 minutes 04 seconds West 176.70 feet along the new easterly right-of-way of Cowan Road to the Point of Beginning.

PARCEL 5:

That certain parcel of land and property situated and being in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, conveyed to the City of Gulfport, Mississippi, by Warranty Deed dated August 12, 1966 from W.H. Grove, Jr. recorded in Book 574 at Page 499 of the Records of Deeds to Lands in the Office of the Chancery Clerk of Harrison County, Mississippi, LESS AND EXCEPT that part off to the West side thereof conveyed by Deed dated October 28, 1998 from the City of Gulfport to the Mississippi Transportation Commission for the widening of Cowan Road, recorded in

Deed Book 1434 at Pages 602-606 of the aforesaid records; AND SUBJECT TO: perpetual easements in favor of BellSouth Telecommunications, Inc. upon, over and under a portion of said property to construct, operate and maintain communications facilities granted by the City of Gulfport: (1) dated August 19, 1998, recorded in Deed Book 1421 at Page 418-421 of the aforesaid records, (2) filed for record on March 1, 2000, and recorded in Deed Book 1485 at Pages 447-449 of the aforesaid records; and (3) dated August 30, 2007, recorded as Instrument No. 2007-9109D-J1 of the aforesaid land deed records.

AND SAID PROPERTY hereinabove identified is also more particularly described in calls and distance as shown by boundary line survey prepared by J. Colter Ratliff, P.S. dated August 26, 2009, as follows: Commence at an iron rod being the Southeast corner of Lot 7, Jim Allen Subdivision, Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to a ½ inch iron rod; thence South 00 degrees 19 minutes 38 seconds West 30 feet to a ½ inch iron rod and the POINT OF BEGINNING; thence South 00 degrees 19 minutes 38 seconds West 53.04 feet to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument #2007-8631D-J1 and a 4 inch square concrete monument, thence South 76 degrees 52 minutes 14 seconds West 86.87 feet along said North line to a ½ inch iron rod; thence North 89 degrees 42 minutes 10 seconds West 14.82 feet along said North line to a 1 inch iron rod; thence South 89 degrees 28 minutes 45 seconds West 296.02 feet to an iron pipe; thence South 89 degrees 41 minutes 35 seconds West 130.37 feet (more or less) to the East margin of Cowan Road and a ½ inch iron rod; thence North 00 degrees 35 minutes 55 seconds West 107.58 feet along said East margin to an iron pipe; thence South 89 degrees 50 minutes 18 seconds East 497.40 feet (more or less) from Cowan Road margin to a ½ inch iron rod; thence continue South 89 degrees 50 minutes 18 seconds East 30.00 feet to a ½ inch iron rod at the West margin of Georgia Place Subdivision as per official map or plat in Plat Book 37 at Page 20; thence South 00 degrees 19 minutes 38 seconds West along said West margin line of Georgia Place Subdivision 30.00 feet to a ½ inch iron rod at the Point of Beginning.

SAID PROPERTY IS SUBJECT TO perpetual easements in favor of BellSouth Telecommunications, Inc., its successors and assigns identified and recorded as stated above and more particularly described, as follows: (1)(a) Commence at an iron rod being the SE corner of Lot 7, Jim Allen Subdivision; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to the POINT OF BEGINNING of easement, and thence run North 89 degrees 50 minutes 18 seconds West 30.0 feet to an iron rod; thence South 00 degrees 19 seconds 38 minutes West 30.0 feet to an iron rod; thence South 89 degrees 50 minutes 19 seconds East 30 feet; and thence run North 00 degrees 19 minutes 38 seconds East 30 feet to the Point of Beginning; and (b) commence at an iron rod being the Southeast corner of Lot 7, Jim Allen Subdivision, and thence run South 00 degrees 05 minutes 30 seconds West 104.25 feet to an iron rod; and thence run South 00 degrees 19 minutes 38 seconds West 30 feet to the POINT OF BEGINNING of the easement, thence run North 89 degrees 50 minutes 19 seconds West 10 feet; thence run South 00 degrees 19 minutes 38 seconds West to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007- 8631D-J1; and thence run North 76 degrees 52 minutes 14 seconds East along said North line to a 4 inch square concrete monument at the Southwest Corner

of Lot 13, Georgia Place Subdivision, per Plat Book 37 at Page 20; and thence run North 00 degrees 19 minutes, 38 seconds East a distance of 53.04 feet to the Point of Beginning.

And (2) Commence at iron pipe being at the Southeast corner of Lot 7, Jim Allen Subdivision, thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to iron rod; thence South 00 degrees 19 minutes 38 seconds West 83.04 feet to 4 inch square concrete monument; thence South 78 degrees 52 minutes 14 seconds West 86.87 feet to ½ inch iron rod at the POINT OF BEGINNING of the easement; and thence North 89 degrees 42 minutes 10 seconds West 14.82 feet to 1 inch iron rod; and thence run South 89 degrees 28 minutes 45 seconds West 281.2 feet (more or less) to the Southwest corner of 5.0 foot easement per Deed Book 1485 at pages 447-449; thence North 00 degrees 22 minutes 06 seconds East 5.0 feet; thence North 89 degrees 28 minutes 45 seconds East and parallel to the South property line now or formerly of City of Gulfport a distance of 296.02 feet to a point; and thence continue North 89 degrees 28 minutes 45 seconds East to North line of property conveyed to Cowan Road and Highway 90, LLC by instrument #2007-8631D-J1; and thence South 76 degrees 52 minutes 14 seconds West along said North line to a ½ inch rod at the Point of Beginning;

And (3) A 5 foot square expansion easement (Instrument #2007-9109D-J1) expanding the 5 foot easement described above from its West terminus South 89 degrees 28 minutes 45 seconds West 5 feet along the South line of property now or formerly of City of Gulfport.

WITNESS MY SIGNATURE, this the 1st day of July, 2016.

Derek A. Henderson, Trustee

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, Derek A. Henderson, Trustee, who acknowledged that he signed and delivered the above and foregoing Trustee's Deed on the day and year therein mentioned, for the purposes therein stated.

GIVEN UNDER MY HAND and official seal of office, this the 1st day of July, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 60449 MELISSA J. RASMUSSEN Commission Expires June 3, 2020 HINDS COUNTY

CERTIFICATE OF POSTING

I, _____, hereby certify that I have this date posted in customary fashion and in accordance with Section 89-1-55 of the Mississippi Code of 1972, as amended, that certain Substitute Trustee's Notice of Sale which pertains to a Deed of Trust executed by **Cowan Road & Highway 90, LLC** being recorded as Instrument No. 2013-2486T-J1 in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi.

WITNESS MY SIGNATURE, this the 9 day of June, 2016.

John McAdams, Chancery Clerk
Chancery Clerk

PREPARED BY THE LAW OFFICE OF:

DEREK A. HENDERSON, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

RECEIVED
JUN 09 2016
Chancery Clerk
BY: _____ D.C.

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 times in the following numbers and on the following dates of such paper, viz:

Vol. 132 No., 249 dated 8 day of June, 2016

Vol. 132 No., 256 dated 15 day of June, 2016

Vol. 132 No., 263 dated 22 day of June, 2016

Vol. 132 No., 270 dated 29 day of June, 2016

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Ad on Back

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

JUN 30 2016

Crista Brackett

Clerk

PAID

Sworn to and subscribed before me this 29 day of June A.D., 20 16

Latisha Price

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 113281 LATISHA PRICE Commission Expires Aug. 4, 2019 HARRISON COUNTY

h006378 1576500

11

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
SUBSTITUTE TRUSTEE'S NOTICE OF SALE

WHEREAS, on the 28th day of February, 2013, Cowan Road & Highway 90, LLC executed a Deed of Trust to Robert J. Barnes, Trustee for the benefit of PriorityOne Bank, said Deed of Trust is recorded as Instrument No. 2013-2486T-J1 in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi and which was modified by a Modification of Deed of Trust dated December 27, 2013 and recorded as instrument No. 2014-470T-J1 which modified and provided for the final maturity date to July 1, 2014;

WHEREAS, the aforesaid PriorityOne Bank, the holder of said Deed of Trust and the promissory note secured thereby, substituted Derek A. Henderson as Trustee therein as authorized by the terms thereof, by instrument dated October 26, 2015 and recorded November 4, 2015, in the Office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi, as Instrument No. 2015-9593T-J1;

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire debt secured thereby, having been declared to be due and payable in accordance with the terms of said Deed of Trust, and the legal holder of said indebtedness, PriorityOne Bank, having requested the undersigned Trustee to execute the trust and said Deed of Trust for the purpose of raising the sums due thereunder together with attorney's fees, Trustee's fees and expenses of sale;

NOW, THEREFORE, I, DEREK A. HENDERSON, TRUSTEE, in said Deed of Trust, will on the 30th day of June, 2016, offer for sale and will sell at public outcry, to the highest bidder for cash, within the legal hours (being the hours of 11:00 a.m. and 4:00 p.m.) at the East Front Door of the Harrison County First Judicial District Courthouse at Gulfport, Mississippi, the following described property situated and lying in Harrison County, Mississippi, to-wit:

PARCEL 1:

Lot 8, Jim Allen Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 20 at

West and along its North line of the property of the City of Gulfport, a distance of 595 feet to the East margin of Cowan Road; thence run North and along said East margin of Cowan Road a distance of 104 feet to the Point of Beginning.

LESS AND EXCEPT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 1+317.947; from said point of beginning run thence North 89 degrees 40' 30" East along said Northern property line, a distance of 20.000 meters (65.617 feet); thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 32.216 meters (105.696 feet) to the Southern line of grantors property thence run North 89 degrees 46' 16" West along said Southern property line, a distance of 21.838 meters (71.647 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 05' 00" West along the present Eastern right-of-way line of said Cowan Road, a distance of 32.005 meters (105.003 feet) to the Northern line of grantors property; thence run North 89 degrees 40' 30" East along said Northern property line, a distance of 1.556 meters (5.105 feet) to the Point of Beginning, containing 0.070 hectares (0.172 acres), more or less and being situated in and a part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

LESS AND EXCEPT from Parcels 1 and 2 above that portion of the Parcels 1 and 2 conveyed to the City of Gulfport by Special Warranty Deeds recorded as Instrument No. 2009-8397D-J1 and Instrument No. 2009-8399D-J1, more particularly described as follows:

PARCEL A:

That certain parcel of land and property off of the East end of parcel conveyed to Cowan Road and Highway 90, LLC by Land Deed Record Instrument No. 2007-8630D-J1 situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Beginning at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of Jim Allen Subdivision on file and of record in Plat Book 20, Page 4, in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of Georgia Place Subdivision on file and of record in Plat Book 37 at Page 20 in the aforesaid Chancery Clerk's office, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499 in the aforesaid Chancery Clerk's office and a 1/2 inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 75.00 feet along the North line of said property now or formerly of Gulfport to a 1/2 inch iron rod; thence North 00 degrees 05 minutes 30 seconds East 104.21 feet to the South line of Lot 7 of said Jim Allen Subdivision and a 1/2 inch iron rod; thence South 89 degrees 52 minutes 19 seconds East 75.00 feet to the Point of Beginning.

Said parcel contains 0.179 acres, more or less, shown and described as "Parcel B Boundary Description" on Plat of Survey prepared by J. Colter Ratcliff, Professional Surveyor, as of September 4, 2009.

PARCEL B:

Those certain parcels of land

which lies North of the North right-of-way line of U.S. Highway 90, and being more particularly described as follows:

Commencing at an iron rod in an iron pipe at the intersection of the east margin of Cowan Road with the line between Section 31, Township 7 South, Range 10 West and Fractional Section 6, Township 8 South, Range 10 West; thence run North 89 degrees 38 minutes 12 seconds East for a distance of 499.07 feet to an iron rod at the Northwest corner of said Lot 4 and the Point of Beginning; thence run South 00 degrees 14 minutes 43 seconds West along the west line of said Lot 4, said line being marked by a chiseled "X" on the seawall, for a distance of 570.27 feet to an iron rod on the north right-of-way line of U.S. Highway 90, thence run North 72 degrees 02 minutes 00 seconds East along said North right-of-way line for a distance of 551.71 feet to a railroad spike on the East line of said "Blackman" Lot, said line being marked by a chiseled "X" on the seawall; thence run North 00 degrees 13 minutes 24 seconds East along said East line for a distance of 517.61 feet to an iron rod at the northeast corner of said "Blackman" Lot, thence run South 76 degrees 53 minutes 22 seconds West along the South line of Cowan Road Homes Subdivision for a distance of 134.49 feet to a concrete monument, thence run South 76 degrees 58 minutes 02 seconds West along the South line of Georgia Place Subdivision and the North line of said Uriel Wright Subdivision for a distance of 394.50 feet to an iron rod on the township line, thence run North 89 degrees 35 minutes 41 seconds West along said township line 14.76 feet to the Point of Beginning. This parcel contains 8.59 acres, more or less.

PARCEL 4:

A parcel of land located in Fractional Section 6, Township 8 South, Range 10 West, Gulfport, Harrison County, Mississippi, more particularly described as: Beginning at the intersection of the East margin of Cowan Road with the North line of Fractional Section 6, and from said Point of Beginning running thence North 89 degrees 58 minutes 30 seconds East along the North line of said Section 6 a distance of 200.1 feet, running thence South 0 degrees 18 minutes 10 seconds West a distance of 209.2 feet, running thence South 89 degrees 49 minutes 30 seconds West a distance of 208.7 feet to the East margin of Cowan Road, running thence North 2 degrees 38 minutes 30 seconds East along said East margin a distance of 210 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TRACT:

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10; from said point of beginning run thence South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 20.000 meters (65.617 feet); thence run South 00 degrees 35 minutes 04 seconds East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 53.819 meters (176.572 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+200; thence run South 05 degrees 09 minutes 34 seconds East, a distance of 10.061 meters (33.009 feet) to the Southern line of grantors property; thence run North 89 degrees 45 minutes 13 seconds West along said Southern property line, a distance of 24.009 meters (78.770 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 23 minutes 38 seconds East

ner of Lot 7, Jim Allen Subdivision, Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to a 1/2 inch iron rod; thence South 00 degrees 19 minutes 38 seconds West 30 feet to a 1/2 inch iron rod and the POINT OF BEGINNING; thence South 00 degrees 19 minutes 38 seconds West 53.04 feet to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument #2007-8631D-J1 and a 4 inch square concrete monument, thence South 76 degrees 52 minutes 14 seconds West 86.87 feet along said North line to a 1/2 inch iron rod; thence North 89 degrees 42 minutes 10 seconds West 14.82 feet along said North line to a 1 inch iron rod; thence South 89 degrees 28 minutes 45 seconds West 296.02 feet to an iron pipe; thence South 89 degrees 41 minutes 35 seconds West 130.37 feet (more or less) to the East margin of Cowan Road and a 1/2 inch iron rod; thence North 00 degrees 35 minutes 55 seconds West 107.58 feet along said East margin to an iron pipe; thence South 89 degrees 50 minutes 18 seconds East 497.40 feet (more or less) from Cowan Road margin to a 1/2 inch iron rod; thence continue South 89 degrees 50 minutes 18 seconds East 30.00 feet to a 1/2 inch iron rod at the West margin of Georgia Place Subdivision as per official map or plat in Plat Book 37 at Page 20; thence South 00 degrees 19 minutes 38 seconds West along said West margin line of Georgia Place Subdivision 30.00 feet to a 1/2 inch iron rod at the Point of Beginning.

SAID PROPERTY IS SUBJECT TO perpetual easements in favor of BellSouth Telecommunications, Inc., its successors and assigns identified and recorded as stated above and more particularly described, as follows: (1)(a) Commence at an iron rod being the SE corner of Lot 7, Jim Allen Subdivision; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to the POINT OF BEGINNING of easement, and thence run North 89 degrees 50 minutes 18 seconds West 30.0 feet to an iron rod; thence South 00 degrees 19 seconds 38 minutes West 30.0 feet to an iron rod; thence South 89 degrees 50 minutes 19 seconds East 30 feet; and thence run North 00 degrees 19 minutes 38 seconds East 30 feet to the Point of Beginning; and (b) commence at an iron rod being the Southeast corner of Lot 7, Jim Allen Subdivision, and thence run South 00 degrees 05 minutes 30 seconds West 104.25 feet to an iron rod; and thence run South 00 degrees 19 minutes 38 seconds West 30 feet to the POINT OF BEGINNING of the easement, thence run North 89 degrees 50 minutes 19 seconds West 10 feet; thence run South 00 degrees 19 minutes 38 seconds West to the North line of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-8631D-J1; and thence run North 76 degrees 52 minutes 14 seconds East along said North line to a 4 inch square concrete monument at the Southwest Corner of Lot 13, Georgia Place Subdivision, per Plat Book 37 at Page 20; and thence run North 00 degrees 19 minutes, 38 seconds East a distance of 53.04 feet to the Point of Beginning.

And (2) Commence at iron pipe being at the Southeast corner of Lot 7, Jim Allen Subdivision, thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to iron rod; thence South 00 degrees 19 minutes 38 seconds West 83.04 feet to 4 inch square concrete monument; thence South 76 degrees 52 minutes 14

Gulfport, Mississippi, the following described property situated and lying in Harrison County, Mississippi, to-wit:

PARCEL 1:

Lot 8, Jim Allen Subdivision, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 20 at Page 4.

AND ALSO:

Lot Ten (10) Jim Allen Subdivision, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 20 at Page 4 thereof reference to which is hereby made in aid of and as a part of this description.

PARCEL 2:

Lots Eleven (11) and Twelve (12), Jim Allen 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, Harrison County, Mississippi, in Plat Book 20 at Page 4.

LESS AND EXCEPT:

Begin at the point of intersection of the Southern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 1+317.947; from said point of beginning run thence South 89 degrees 40' 30" West along said Southern property line, a distance of 1.556 meters (5.105 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 03' 57" West along the present Eastern right-of-way line of said Cowan Road, a distance of 33.269 meters (109.150 feet) to the present Southern right-of-way line of Georgia Place; thence run South 89 degrees 50' 03" East along the present Southern right-of-way line of said Georgia Place, a distance of 62.110 meters (203.773 feet) to a point on the present Southern right-of-way line of Georgia Place that is 5.534 meters (18.156 feet) Southerly of and perpendicular to the centerline of survey of Georgia Place relocation at Station 1+094.792 as shown on the plans for said project at Station 1+375.330; thence run South 82 degrees 11' 43" West a distance of 30.125 meters (98.835 feet) ; thence run South 58 degrees 17' 08" West, a distance of 12.809 meters (42.024 feet) to a point that is 20.000 meters (65.617 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 1+340; thence run South 00 degrees 35' 04" East along a line that is 20.000 meters (65.617 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 22.144 meters (72.651 feet) to the Southern line of grantors property; thence run South 89 degrees 40' 30" West along said Southern property line, a distance of 20.000 meters (65.617 feet) to the point of beginning, containing 0.085 hectares (0.211 acres), more or less, and being situated in and a part of Lots 11 and 12 of Jim Allen Subdivision in Plat Book 20, Page 4 in the Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, Section 31, Township 7 South, Range 10 West.

AND ALSO:

A parcel of land situated in Section 31, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of Lot 12 of JIM ALLEN SUBDIVISION, thence run East along the South line of said subdivision a distance of 595 feet to the Southeast corner of Lot 7 of said subdivision; thence run South and perpendicular in the South line of said subdivision a distance of 104 feet; thence run 19 seconds East 75.00 feet to the Point of Beginning.

Said parcel contains 0.179 acres, more or less, shown and described as "Parcel B Boundary Description" on Plat of Survey prepared by J. Colter Ratcliff, Professional Surveyor, as of September 4, 2009.

PARCEL B:

Those certain parcels of land and property that together contain a contiguous parcel, situated and being in Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being a part and parcel of the property conveyed to Cowan Road and Highway 90, LLC by Quitclaim Deed dated August 21, 2007, recorded as Instrument No. 2007-8630D-J1 in the Land Deed Records in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, particularly identified and described as follows, to-wit:

Commencing at a 3/4 inch iron pipe being the Southeast corner of Lot 7 of JIM ALLEN SUBDIVISION on file and of record in Plat Book 20 at Page 4, First Judicial District of Harrison County, Mississippi; thence South 00 degrees 05 minutes 30 seconds West 104.25 feet along the West line of GEORGIA PLACE SUBDIVISION on file and of record in Plat Book 37, at Page 20, to the Northeast corner of the property conveyed to the City of Gulfport per Deed Book 574 at Page 499, and a 1/2 inch iron rod; thence North 89 degrees 50 minutes 18 seconds West 296.87 feet along the North line of said City of Gulfport property to a 1/2 inch iron rod and the POINT OF BEGINNING; thence continue North 89 degrees 50 minutes 18 seconds West 230.53 feet to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1438 Page 275) and a 3/4 inch pipe; thence North 00 degrees 40 minutes 04 seconds West 103.95 feet along said East margin of Cowan Road to the Southwest margin of Lot 12, Jim Allen Subdivision to the East margin of Cowan Road per conveyance to the Mississippi Transportation Commission (Deed Book 1430 Page 646); thence North 00 degrees 32 minutes 02 seconds West 71.66 feet along said East margin of Cowan Road to a 6 inch square monument; thence North 58 degrees 46 minutes 02 seconds East 42.02 feet along the said margin of the Mississippi Transportation Commission deed for entrance to Georgia Place from Cowan Road; thence North 81 degrees 58 minutes 32 seconds East 98.84 feet, along South margin of Georgia Place; thence South 89 degrees 52 minutes 12 seconds East 98.81 feet along the South line of Georgia Place to a 1-1/2 inch iron pipe being Northeast Corner of Lot 10; thence run South 00 degrees 03 minutes 18 seconds West along the East line of Lot 10 a distance of 107.68 feet, to a mag nail at the Southeast corner of Lot 10; thence continue South 00 degrees 03 minutes 18 seconds West a distance of 103.93 feet, to the Point of Beginning.

Said parcel containing 1.089 acres, more or less and being a portion of the property conveyed to Cowan Road and Highway 90, LLC per instrument number 2007-863D-J1, and as specified in plat of survey of J. Colter Ratliff, Licensed Professional Surveyor, as of November 16, 2009.

PARCEL 3:

That part of Lots 4 and 5 and the "Blackman" Lot of the Uriel Wright Subdivision of the Ludlow Survey per plat recorded in Deed Book 27, Page 384, in the Office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi, a distance of 10.001 meters (33.002 feet) to the Southern line of grantors property; thence run North 89 degrees 45 minutes 13 seconds West along said Southern property line, a distance of 24.009 meters (78.770 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00 degrees 23 minutes 38 seconds East along the present Eastern right-of-way line of said Cowan Road, a distance of 63.847 meters (209.472 feet) to the Northern line of grantors property; thence run South 89 degrees 45 minutes 10 seconds East along said Northern property line, a distance of 2.118 meters (6.942 feet) to the point of beginning, containing 0.145 hectares (0.358 acres) more or less, and being situated in and a part of Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District, Harrison County, Mississippi.

AND, ALSO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated and being located in Fractional Section 6, Township 8 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the intersection of the new easterly right-of-way of Cowan Road as presently staked by State Project No. 94-9371-00-005-10 with the North line of Fractional Section 6, Township 8 South, Range 10 West, thence run from said Point of Beginning, North 88 degrees 47 minutes 57 seconds East 130.27 feet; thence run South 00 degrees 10 minutes 57 seconds West 210.56 feet; thence run North 89 degrees 38 minutes 05 seconds West 124.85 feet to the new easterly right-of-way of Cowan Road; thence run North 05 degrees 09 minutes 34 seconds West 32.75 feet along the new easterly right-of-way of Cowan Road; thence run North 00 degrees 35 minutes 04 seconds West 176.70 feet along the new easterly right-of-way of Cowan Road to the Point of Beginning.

PARCEL 5:

That certain parcel of land and property situated and being in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 31, Township 7 South, Range 10 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, conveyed to the City of Gulfport, Mississippi, by Warranty Deed dated August 12, 1966 from W.H. Grove, Jr. recorded in Book 574 at Page 499 of the Records of Deeds to Lands in the Office of the Chancery Clerk of Harrison County, Mississippi, LESS AND EXCEPT that part off to the West side thereof conveyed by Deed dated October 28, 1998 from the City of Gulfport to the Mississippi Transportation Commission for the widening of Cowan Road, recorded in Deed Book 1434 at Pages 602-606 of the aforesaid records; AND SUBJECT TO: perpetual easements in favor of BellSouth Telecommunications, Inc. upon, over and under a portion of said property to construct, operate and maintain communications facilities granted by the City of Gulfport: (1) dated August 19, 1998, recorded in Deed Book 1421 at Page 418-421 of the aforesaid records, (2) filed for record on March 1, 2000, and recorded in Deed Book 1485 at Pages 447-449 of the aforesaid records; and (3) dated August 30, 2007, recorded as Instrument No. 2007-8109D-J1 of the aforesaid land deed records.

AND SAID PROPERTY hereinabove identified is also more particularly described in calls and distance as shown by boundary line survey prepared by J. Colter Ratliff, P.S. dated August 26, 2009, as pipe being at the Southeast corner of Lot 7, Jim Allen Subdivision, thence South 00 degrees 05 minutes 30 seconds West 104.25 feet to iron rod; thence South 00 degrees 19 minutes 38 seconds West 83.04 feet to 4 inch square concrete monument; thence South 78 degrees 52 minutes 14 seconds West 86.87 feet to 1/2 inch iron rod at the POINT OF BEGINNING of the easement; and thence North 89 degrees 42 minutes 10 seconds West 14.82 feet to 1 inch iron rod; and thence run South 89 degrees 28 minutes 45 seconds West 281.2 feet (more or less) to the Southwest corner of 5.0 foot easement per Deed Book 1485 at pages 447-449; thence North 00 degrees 22 minutes 06 seconds East 5.0 feet; thence North 89 degrees 28 minutes 45 seconds East and parallel to the South property line now or formerly of City of Gulfport a distance of 296.02 feet to a point; and thence continue North 89 degrees 28 minutes 45 seconds East to North line of property conveyed to Cowan Road and Highway 90, LLC by instrument #2007-8831D-J1; and thence South 78 degrees 52 minutes 14 seconds West along said North line to a 1/2 inch rod at the Point of Beginning;

And (3) A 5 foot square expansion easement (Instrument #2007-9109D-J1) expanding the 5 foot easement described above from its West terminus South 89 degrees 28 minutes 45 seconds West 5 feet along the South line of property now or formerly of City of Gulfport.

I WILL CONVEY ONLY such title as is vested in me as Substituted Trustee without warranty whether expressed or implied.

WITNESS MY SIGNATURE, this the 1st day of June, 2016.

s/Derek A. Henderson, Trustee

PUBLISH: June 8, June 15, June 22, and June 29, 2016

SALE DATE: June 30, 2016

Prepared by:
DEREK A. HENDERSON, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

1576500

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

AFFIDAVIT OF FORECLOSURE SALE

The undersigned, after having been fist duly sworn, states upon oath that they personally witnessed and/or participated in a public foreclosure sale conducted on June 30, 2016, at 12:17 p.m., held at the East Front Door of the Harrison County First Judicial District Courthouse at Gulfport, Mississippi, wherein certain property, more particularly described in a Substitute Trustee's Notice of Sale, which was read at sale, was sold at public outcry by Derek A. Henderson, Trustee, to POC Holdings, Inc, the highest bidder at said sale, for the sum of $ 1,870,481.00.

WITNESS OUR SIGNATURES, this the 30th day of June, 2016.

WITNESS

TRUSTEE

WITNESS

HIGHEST BIDDER

SWORN TO AND SUBSCRIBED before me, this the 30th day of June, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 60449 MELISSA J. RASMUSSEN Commission Expires June 3, 2020 HINDS COUNTY

PREPARED BY:

DEREK A. HENDERSON, MSB #2260
1765-A Lelia Drive, Suite 103
Jackson, MS 39216
(601) 948-3167

PERMITS/INSP PAYMENT RECPT#: 11368650
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/05/22 TIME: 14:34
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
9732
REFERENCE:

AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

PERMITS/INSP PAYMENT RECPT#: 11368650
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/05/22 TIME: 14:34
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
9732
REFERENCE:

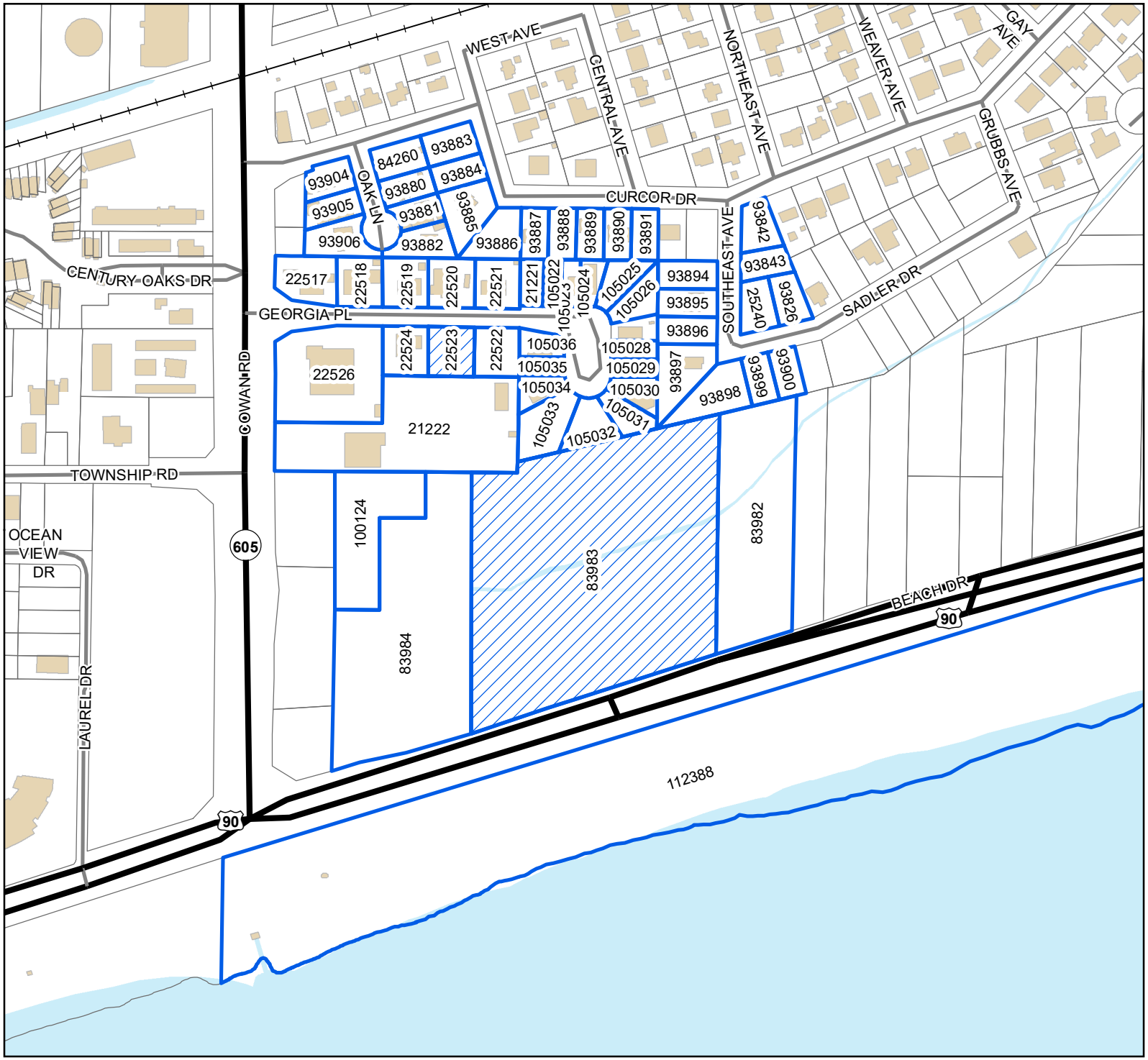
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83983	1011C-01-010.000	POC HOLDINGS, INC. (OWNER)	P.O. BOX 516	MAGEE	MS	39111
	22523	1010N-04-029.000	POC HOLDINGS, INC. (OWNER)	P.O. BOX 516	MAGEE	MS	39111
		1011C-01-010.000	M & P DEVELOPMENT, LLC (AGENT)	1900 DESTREHAN AVENUE	HARVEY	LA	70058
		1010N-04-029.000	M & P DEVELOPMENT, LLC (AGENT)	1900 DESTREHAN AVENUE	HARVEY	LA	70058
N			**Adjacent Property Owners (2208PC145)**				
	93886	1010N-04-011.013	BARAHONA OCTAVIO JOSE	1820 CURCOR DR	GULFPORT	MS	39507
	22518	1010N-04-023.000	BELL SYLVIA M -ESTATE-	1419 GEORGIA PL	GULFPORT	MS	39501
	93905	1010N-04-011.004	BLETHEN SHANNAN R & MICHELLE L	493 OAK LANE	GULFPORT	MS	39507
	22522	1010N-04-030.000	BRITT BEVERLY	1115 NEWELL RD NW	BROOKHAVEN	MS	39601
	105023	1010N-04-019.002	CALISCH LESA C/O 928 COURTHOUSE RD	1453 GEORGIA PL	GULFPORT	MS	39507
	105031	1010N-04-019.010	CARSEN SUSAN	10 BANEBURY COVE	GULFPORT	MS	39503
	105030	1010N-04-019.009	CERNICKY CAROL & BRUCE	1472 GEORGIA PLACE	GULFPORT	MS	39507
	93883	1010N-04-011.010	CHATHAM PROPERTIES LLC	2003 BENT OAKS BLVD	BILOXI	MS	39531
	105036	1010N-04-019.015	CYRUS BERNIE	75124 HWY 25	COVINGTON	LA	70435
	93826	1010N-04-012.001	DALGLEISH RUSTY LYNN	195 BIG ISLAND LOOP	DEVILLE	LA	71328
	105032	1010N-04-019.011	DAVENPORT PATRICIA	1132 MARIGNY	MANDEVILLE	LA	70448
	22517	1010N-04-024.000	DAVIS GENE CLARK & REBECCA TULLOS	1421 GEORGIA PL	GULFPORT	MS	39507
	93891	1010N-04-011.018	DORA LAND	PO BOX 1405	APPLE VALLEY	CA	92307
	93896	1010N-04-011.023	FLANAGAN ERIC S & ANGELA D MARTIN	696 WILLOW MILL CT	MARIETTA	GA	30068
N	93900	1010N-04-011.027	FLANAGAN ERIC SHEA & ANGELA D MARTI	696 WILLIOW MILL CT	MARIETTA	GA	30068
N	105026	1010N-04-019.005	FLANAGAN ERIC SHEA & MARTIN ANGELA	696 WILLOW MILL COURT	MARIETTA	GA	30068
N	105025	1010N-04-019.004	FLANAGAN ERIC SHEA & MARTIN ANGELA	696 WILLOW MILL COURT	MARIETTA	GA	30068
	105033	1010N-04-019.012	GARVEY MICHAEL & JACLYN	1458 GEORGIA PL	GULFPORT	MS	39507
	25240	1010N-04-012.000	GOZA KEVIN	6334 WIRTZ RD	FLOWOOD	MS	39232
N	93843	1010N-04-012.018	GOZA KEVIN L	6334 WIRTZ RD	FLOWOOD	MS	39232
N	93897	1010N-04-011.024	GOZA KEVIN LEO & TAMMIE DORRIS	6334 WIRTZ RD	FLOWOOD	MS	39232
	93898	1010N-04-011.025	GOZA KEVIN LEO & TAMMIE DORRIS	6334 WIRTZ RD	FLOWOOD	MS	39232
N	112388	1011C-02-001.000	GULFPORT CITY OF				0
N	22526	1010N-04-026.000	GULFPORT CITY OF				0
	93888	1010N-04-011.015	GUY RAY CHRISTOPHER	231 LAKESIDE VILLA	DIAMONDHEAD	MS	39525
	93894	1010N-04-011.021	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	93904	1010N-04-011.003	HAPPY VACATIONS LLC	P O BOX 406	BILOXI	MS	39533
	100124	1011C-01-011.145	IB INVESTMENTS LLC	8682 HICKORY COURT	DAPHNE	AL	36527
N	83984	1011C-01-011.000	IB INVESTMENTS LLC	8682 HICKORY COURT	DAPHNE	AL	36527
	93882	1010N-04-011.009	ISOM EDWARD SR & JANET	5317 NATHAN DR	JONESBORO	AR	72401
	93880	1010N-04-011.007	JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	105024	1010N-04-019.003	KERSHAW SARA R & ROGER BRUNELL	1457 GEORGIA PL	GULFPORT	MS	39507
	105035	1010N-04-019.014	MARSHALL MICHAEL L & REBECCA B	1450 GEORGIA PL	GULFPORT	MS	39507
	105034	1010N-04-019.013	MARSHALL MICHAEL L & REBECCA B	1454 GEORGIA PL	GULFPORT	MS	39507
	105022	1010N-04-019.001	MAYER MARK SPENCER	1449 GEORGIA PL	GULFPORT	MS	39507
	93899	1010N-04-011.026	MOEINI MOHAMMAD	P O BOX 8833	GULFPORT	MS	39506
	93889	1010N-04-011.016	MYERS KENNETH	P O BOX 7124	GULFPORT	MS	39506
N	93887	1010N-04-011.014	MYERS KENNETH	P O BOX 7124	GULFPORT	MS	39506
	105029	1010N-04-019.008	OWEN SHERRY L	P O BOX 673	GULFPORT	MS	39502
	22519	1010N-04-022.000	PAGITT JIMMY DAN & MARIE	1429 GEORGIA PLACE	GULFPORT	MS	39507
	93906	1010N-04-011.005	PERKINS CHARLES F	401 3RD AVENUE NORTH	COLUMBUS	MS	39701
	21221	1010N-04-019.000	PERKINS CHARLES F	401 3RD AVE NORTH	COLUMBUS	MS	39701
	22523	1010N-04-029.000	POC HOLDINGS INC	PO BOX 516	MAGEE	MS	39111
N	83983	1011C-01-010.000	POC HOLDINGS INC	PO BOX 516	MAGEE	MS	39111
N	21222	1010N-04-032.000	POC HOLDINGS INC	PO BOX 516	MAGEE	MS	39111
	105028	1010N-04-019.007	ROSICK JAMES A	1549 PARSONS BEND CT	O'FALLON	MO	63366
	22524	1010N-04-028.000	ROSS RONALD E & LYDIA J	1426 GEORGIA PL	GULFPORT	MS	39507
	93895	1010N-04-011.022	SACHSEL JAMES ALLEN & KELLY NICOLE	395 SOUTHEAST AVENUE	GULFPORT	MS	39507
	93884	1010N-04-011.011	SCHULTES WILLIAM G	8929 LITTLE RIVER TURNPIKE	FAIRFAX	VA	22031
	93881	1010N-04-011.008	STANLEY DAVID M & PATRICIA	492 OAK LN	GULFPORT	MS	39507
	83982	1011C-01-008.000	TAYLOR MARTHA A HAYS	912 BENT TREE CIRCLE	PASS CHRISTIAN	MS	39571
	93890	1010N-04-011.017	THOMAS KENNETH S	1906 CURCOR DR	GULFPORT	MS	39507
	93842	1010N-04-012.017	TRAVIRCA JUDY SPARKMAN	P O BOX 1001	KILN	MS	39556
	93885	1010N-04-011.012	WHITE KAREN	1818 CURCOR DR	GULFPORT	MS	39507
	22521	1010N-04-020.000	WHITING DAVID -ESTATE-	1441 GEORGIA PL	GULFPORT	MS	39507
	84260	1010N-04-011.006	WINDHAM DANELLE M	1812 CURCOR DR	GULFPORT	MS	39507
	22520	1010N-04-021.000	WOJCIK DONALD & SHAPLEY MARY	1431 GEORGIA PLACE	GULFPORT	MS	39507

2208PC145

Zoning Map Amendment



Legend

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

0 40 80 120
Yards

1 inch = 300 feet

N
W E
S

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

RE: Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, August 25, 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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

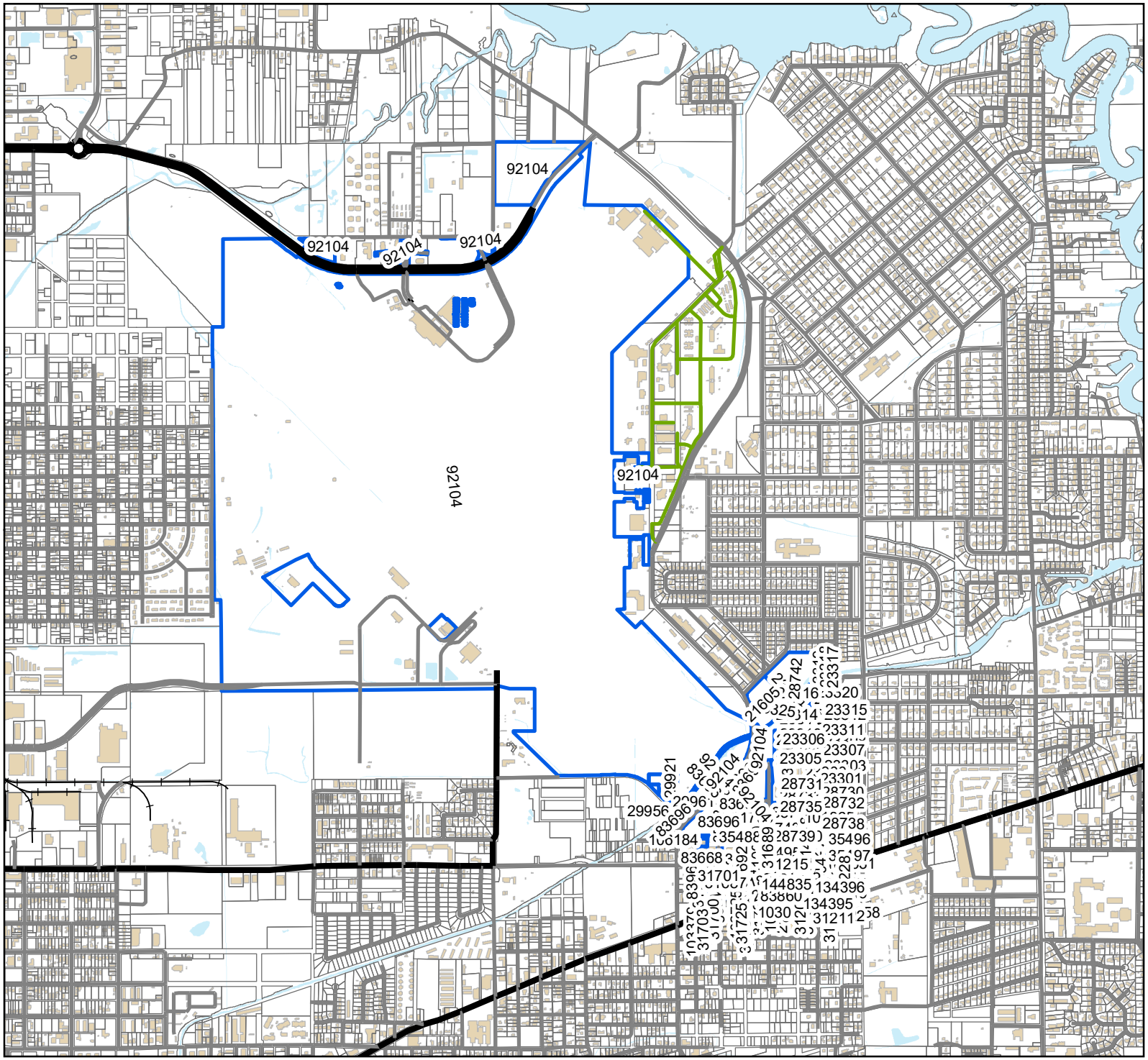
Date of Hearing: August 25, 2022

Re: <u>Planning Commission Approval 2208PC146:</u>
<u>Withdrawn by administration:</u>

Planning commission Approval 2208PC146, by agent Chris Rogers, tax parcels 0910K-02-008.000, 0910N-07-003.000, Request climate controlled mini storage use with boat and RV parking, Zonend B-2 (General Business) Ward 4

2209PC146

Planning Commission Approval



Legend

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

0 330 660 990

Yards

1 inch = 2,005 feet

N W E S

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

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2208PC146

Date Received: 7/5/2022

Receipt Number: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL #

0	9	1	0	K	–	0	2	–	0	0	8	•	0	0	0
0	9	1	0	N	–	0	7	–	0	0	3	•	0	0	0
					–			–				•			

Address of Property Involved: 376 Pass Road

Lot(s) _____, Block(s) _____, Subdivision Sunflower and East Magnolia Grove Additions

General Location: Northeast corner of Pass Road and Jody Nelson Drive

GENERAL DESCRIPTION OF REQUEST:

The existing buildings are proposed to be remodeled for use as climate controlled mini storage. This request is to allow boat and RV parking in the existing parking lot. The parking lot will be secured by a new fence and gates. Permanent canopy structures are proposed to cover the majority of the boat/RV parking areas.

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
Suresh Mandalapu	Chris Rogers
Printed Name of Owner	Printed Name of Agent
5723 Sterling Lakes Cr. Suite 102	2201 West Royal Lane
Mailing Address	Mailing Address
Mason OH 45040	Irving TX 75063
City State Zip code	City State Zip code
610-420-8634	214-556-1842
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
	Chris.Rogers@Kimley-Horn.com
Email	Email
Signature of Owner	**Signature of Agent**

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

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

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)_____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT)_____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT)

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

PHONE # (H) _____ (W) _____

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: Justin Faltus and Chris Rogers

Gulfport MISSISSIPPI

Designation of Agent

I, Suresh Mandalapu (PRINT NAME), being owner of the property 376 Pass Road (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize Justin Faltus and Chris Rogers (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 7/1/22 *Date*

STATE OF ~~MISSISSIPPI~~ Ohio | COUNTY OF ~~HARRISON~~ Warren

Given under my hand and seal of office this the 1 day of July, 20 22

Notary Public 11/14/2024 *Commission Expiration*

Patrick Naykki
Notary Public, State of Ohio
My Commission Expires 11 16-2026
Comm# 2021-RE-840440

Kimley»Horn

July 5, 2022

Mr. R. Cory Long
Department of Urban Development
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501
228-868-5710 | rlong@gulfport-ms.gov

RE: ***Extra Space Planning Commission Application, 376 Pass Road***

On behalf of United Storage Partners, Kimley-Horn is submitting the attached Application for Planning Commission Approval to allow boat and RV parking and storage at 376 Pass Road. United Storage Partners proposes to purchase the existing building and convert it into an Extra Space mini storage facility. The site will be fenced so that the existing parking lot in front of the building can be used as a secured area for boat and RV storage.

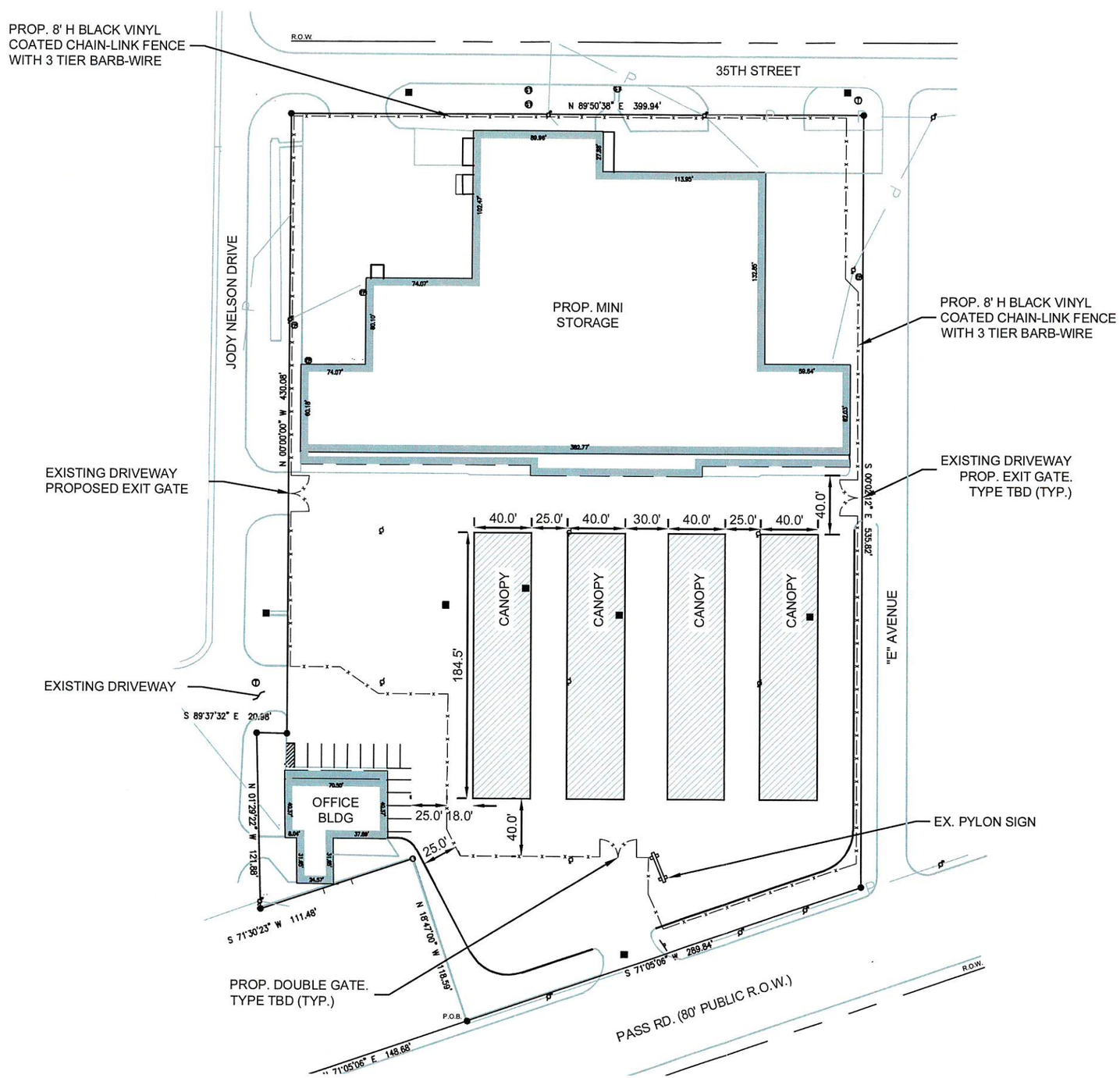
The attached site plan is appropriate regarding the following:

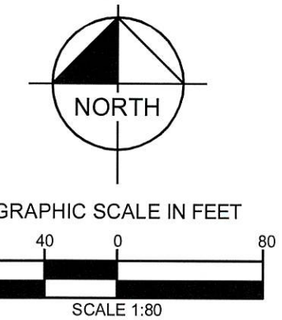
- ***Transportation and access*** – The existing driveways will be used to serve the site. No additional driveways are proposed.
- ***Water supply*** – The existing water service to the building will be reused. No additional taps are proposed.
- ***Waste disposal*** – The existing waste disposal means will be reused.
- ***Fire and police protection*** – The gates to the secured parking will include knox boxes for access to the building and site. The existing fire protection system of the building is currently being analyzed by the mechanical engineer and architect for any needed improvements. The design of the fire access on the site and building design will be coordinated with the fire marshal during the plan review process.
- ***Other public facilities*** – No changes to other public facilities are proposed.
- ***Traffic congestion*** – The trips per day generated by the proposed storage facility use are less than the original retail use at the site.
- ***Harmony with the development of the district*** – Additional landscaping is proposed along Pass Road and the existing building and pylon sign structure will be remodeled to improve the appearance of the site.

Please accept this application for review by the Planning Commission Board at the August 25, 2022, public hearing.

Thank you,

Chris Rogers, P.E.
Project Manager





LEGEND	
PROPERTY LINE	
PROPOSED FENCE	X
PROPOSED CURB	
FIRE LANE	
PROPOSED CANOPY	
DRAIN INLET	■
LIGHT POLE	
POWER POLE	
SIGN	

Extra Space Storage

376 Pass Road
Gulfport, MS
Preliminary Site Exhibit
June 30, 2022

Kimley»Horn

IMAGES
XREFS
LAST SAVED 6/30/2022 12:03 PM
PLOTTED BY HARTMAN, SILAS 6/30/2022 12:03 PM
DWG PATH K:\LAC_DS\064606100-Gulfport MS\CAD\Exhibits
DWG NAME 20220628-Site_Plan_Exhibit.dwg , [11x17]
EPSG26914_Date20211112_Lat30.391590_Lon-89.056017_Mpp0.299 :

ITEMS CORRESPONDING TO SCHEDULE B-II

(15) Memorandum of Lease by and between Folmar & Associates and Delchamps, Inc., filed April 7, 1988 in Book 1099, page 70. (BLANKET IN NATURE)

(18) Memorandum of Lease between Folmar & Associates LLP and E C. Barton & Company, filed April 6, 2005 in Instrument No. 2005 140270-J1. 5 year term. (BLANKET IN NATURE)

(20) Ordinance No. 1813 – Vacating a Portion of the Right of Way of "E" Avenue, filed August 10, 1988 in Book 1109, Page 451. (PLOTTED AND SHOWN)

(21) Subject to matters in Quitclaim Deed to the City of Gulfport, Mississippi, filed January 31, 1989 in Book 1122, Page 575. (PLOTTED AND SHOWN)

(28) Subject to matters reflected on Survey attached in Book 1099, Page 70; Book 2005, Page 1558 and Book 2005, Page 3043.(PLOTTED AND SHOWN)

ZONING INFORMATION

NOTE: The surveyor was not provided with zoning information pursuant to Table A Item 6a.

VICINITY MAP – NOT TO SCALE

MISCELLANEOUS NOTES

(MN1) Dimensions on this survey are expressed in feet and decimal parts thereof unless otherwise noted. Bearings are referred to an assumed meridian and are used to denote angles only. Monuments were found at points where indicated.

(MN2) The basis of bearings for this survey is N 89°50'38" E as the North property line, as evidenced by monuments found, and is the same bearing as shown in Instrument Number 2019-0002676-D-J1 of the Harrison County, Mississippi Chancery Clerk's Office.

(MN3) There was no observable evidence of earth moving work, building construction, or building additions within recent months at the time of this survey.

(MN4) There was no observable evidence of recent street or sidewalk construction and/or repair at the time of this survey.

(MN5) There was no observable evidence of changes in street right-of-way lines or any proposed changes obtainable from the controlling jurisdiction at the time of this survey.

(MN6) The property has direct physical access to Pass Road, Jody Nelson Drive, 35th Street, and "E" Avenue, dedicated public streets or highways.

(MN7) The address of the subject property is 376 Pass Road, Gulfport, MS 39507 and was obtained from record documents.

(MN8) There was no evidence of cemetery or burial grounds located on property.

(MN9) Subject property contains 230,504 sq. ft. or 5.29 acres.

(MN10) The record description of the property forms a mathematically closed figure.

(MN11) Regular Parking Spaces: 280
Handicap Parking Spaces: 13
Total Parking Spaces: 293

(MN12) The surveyor was not provided with any information to make a determination of location of wetland areas as delineated by appropriate authorities and none were observed at the time of survey.

UTILITY NOTES

(UN1) The location of Utilities shown hereon is from observed evidence of above ground appurtenances only. The surveyor was not provided with underground plans to determine the location of any subterranean uses.

(UN2) From observed above ground appurtenances as shown hereon, electric, telephone, water, sewer and gas lines and/or service is available for the subject property within the public road right of way(s).

RECORD DESCRIPTION

The Land referred to herein below is situated in the County of Harrison, State of MS, and is described as follows:

A parcel of land situated in Section 35, Township 7 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, said parcel lying immediately North of Pass Christian Road, and being more particularly described as follows, to-wit: Commence at the point of intersection of the North margin of Pass Christian Road and the East margin of Jody Nelson Drive, as they are now both laid out and maintained; thence run North 71° 05' 06" East, along the North margin of Pass Christian Road for a distance of 148.68 feet to the POINT OF BEGINNING; thence run North 18° 47' 00" West for a distance of 118.59 feet to a point; thence run South 71° 30' 23" West for a distance of 111.48 feet to a point on the East margin of Jody Nelson Drive; thence run North 01° 29' 22" West along said East margin for a distance of 121.88 feet to a point; thence run South 89° 37' 32" East for a distance of 20.98 feet to a point on the East margin of Jody Nelson Drive; thence run on a bearing of North along the East margin of Jody Nelson Drive, for a distance of 430.08 feet to the point of intersection of the South margin of 35th Street and the East margin of Jody Nelson Drive; thence run North 89° 50' 38" East along the South margin of 35th Street for a distance of 399.94 feet to the point of intersection of the South margin of 35th Street and the West margin of "E" Avenue, thence run South 0° 02' 12" East along the West margin of "E" Avenue for a distance of 535.82 feet to a point on the North margin of Pass Christian Road; thence run South 71° 05' 06" West along the North margin of Pass Christian Road for a distance of 289.84 feet to the POINT OF BEGINNING, containing 230,504 square feet or 5.29 acres approximately.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 202878, DATED JANUARY 04, 2021.

ALTA/NSPS LAND TITLE SURVEY

for

Airport Plaza Project

NV5 Project No. 202005182-1
376 Pass Road, Gulfport, MS 39507

BASED UPON TITLE COMMITMENT NO. 202878
OF CHICAGO TITLE INSURANCE COMPANY
BEARING AN EFFECTIVE DATE OF JANUARY 04, 2021.

Surveyor's Certification

To: Brookwood Capital Advisors; CWCapital Asset Management LLC; Chicago Title Insurance Company; and Bock & Clark Corporation, an NV5 Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 16 and 20 of Table A thereof. The fieldwork was completed on January 08, 2021.

ROBERT L. TAYLOR
LICENSED PROFESSIONAL
SURVEYOR
PS-3041
STATE OF MISSISSIPPI

ROBERT L. TAYLOR REG. NO. PS-3041

ROBERT L TAYLOR
REGISTRATION NO. 3041
IN THE STATE OF MISSISSIPPI
DATE OF FIELD SURVEY: JANUARY 08, 2021
DATE OF LAST REVISION: JANUARY 26, 2021
NETWORK PROJECT NO. 202005182-1 AAC

SHEET 1 OF 2

Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" AND BEING SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 28047C0268G, WHICH BEARS AN EFFECTIVE DATE OF 05/16/09 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY CONTACT DATED 01/12/21 TO THE NATIONAL FLOOD INSURANCE PROGRAM http://www.fema.gov/ WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

PROJECT REVISION RECORD

DATE	DESCRIPTION	DATE	DESCRIPTION
01/15/21	FIRST DRAFT		
01/26/21	REVISED TITLE		
01/26/21	SIGNED SEALED		

FIELD WORK:	DRAFTED:	CHECKED BY:	FB & PG:

SIGNIFICANT OBSERVATIONS

A NO SIGNIFICANT OBSERVATIONS TO REPORT.

LEGAL

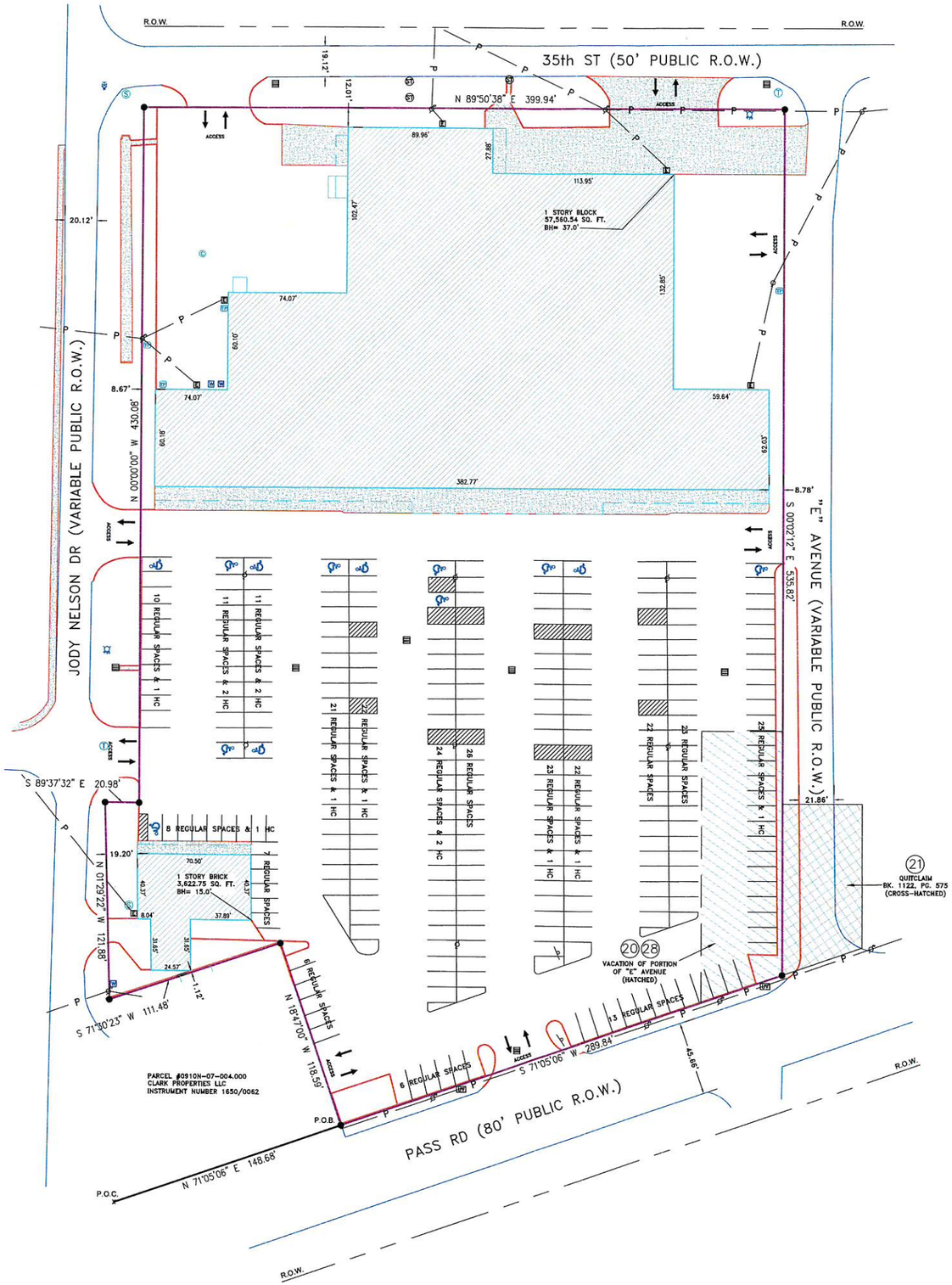
THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORPORATION, AN NV5 COMPANY.

© 2021 BOCK AND CLARK CORPORATION, AN NV5 COMPANY

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

LEGEND OF SYMBOLS & ABBREVIATIONS

- P — Overhead Power
- UP — Underground Power
- T — Overhead Telephone
- Gravel
- G — Gas Line
- X — Fence
- Asphalt
- Canopy or Overhang
- (R) Recorded
- (M) Measured
- Power Pole
- Light Pole
- UB — Utility Box
- Transformer
- EP — Electric Panel
- Electric Meter
- Gas Meter
- Gas Valve
- Water Meter
- Water Valve
- Fire Hydrant
- Telephone Junction Box
- Concrete Monument
- Iron Pin or PKNail Found
- Iron Pin or PKNail Set
- X in Concrete
- P.O.B. — Point of Beginning
- P.O.C. — Point of Commencement
- R.O.W. — Right of Way
- Drain Inlet
- Guy Anchor
- Manhole
- Utility Manhole
- Telephone Manhole
- Storm Sewer Manhole
- Sanitary Sewer Cleanout
- Sanitary Sewer Manhole
- Sprinkler
- UV — Utility Vault
- Sign
- AC — Air Conditioner
- Concrete



SCALE : 1" = 40'

0' 20' 40' 80'

SHEET 2 OF 2

NV5

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR

Airport Plaza Project

DATE OF FIELD SURVEY: JANUARY 08, 2021

NETWORK PROJECT NUMBER. 202005182-1 AAC

1-(800)-SURVEYS (787-8397)

RANSACTION SERVICES

www.bockandclark.com masywhelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

DocuSign Envelope ID: 164B8654-CC5E-4CC2-A1FD-AA92C87596A2

DS SM 5/9/2022

DS 5/9/2022

EXHIBIT C

1st Judicial District
Instrument 2021 5785 D -J1
Filed/Recorded 4/29/2021 03:42 P
Total Fees $ 26.00
4 Pages Recorded

1

Prepared by:
Fidelity National Title
8363 W. Sunset Road, Ste 100
Las Vegas, NW 89113
702-952-8227

Return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550

File #202878

SPECIAL WARRANTY DEED

effective

April 9, 2021

by:

Daniel Johnson
6125 Zero Road
Meridian, MS. 39301
601-938-5323

In favor of :

Prime Capital Investments LLC
7421 Placid Lake Drive, Apt 207
Mason, OH 45040
610-420-8634

Indexing:

Pcl in Section 35-7-11
Harrison County, MS

DocuSign Envelope ID: 164B8654-CC5E-4CC2-A1FD-AA92C87596A2

2

WHEN RECORDED RETURN TO:
Prime Capital Investments LLC
7421 Placid Lake Dr. Apt. 207
Mason, OH 45040
610-420-8634

GRANTOR'S ADDRESS
Daniel Johnson
6125 Zero Road
Meridian, MS 39301
601-938-5323

GRANTEE'S ADDRESS
Prime Capital Investments LLC
7421 Placid Lake Dr., Apt. 207
Mason, OH 45040
610-420-8634

Indexing Instructions: Section 35, Township 7 South, Range 11 West, 1St Judicial District, Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DANIEL JOHNSON**, an individual ("Grantor"), hereby GRANTS, BARGAINS, SELLS, CONVEYS AND SPECIAL WARRANTS to **PRIME CAPITAL INVESTMENTS LLC** ('Grantee"), subject to all matters hereinafter set forth, that certain real property situated in the County of Harrison, State of Mississippi, more particularly described on Exhibit A attached hereto (the "Property").

The Property is conveyed subject to (a) ad valorem taxes and assessments not yet due and payable and constituting a lien upon the Property; (b) any and all prior oil, gas, or other mineral reservations or exclusions; (c) all matters of public record; (d) rights of tenants of the Property as tenants only under unrecorded leases; and (e) any and all matters that would be shown by a current and accurate survey of the Property.

And, except as to the matters hereinabove set forth, Grantor will only warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

WITNESS THE SIGNATURE OF THE GRANTOR made effective April 9th, 2021, although actually executed on the date set forth in the acknowledgement below.

DANIEL JOHNSON, an individual

By: _____
Daniel Johnson

STATE OF MS

COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of April, 2021, within my jurisdiction, the within named Daniel Johnson, an individual, who acknowledged that he is authorized to execute the above and foregoing instrument.

Karra Lynne Godwin
(NOTARY PUBLIC)

STATE OF MISSISSIPPI
KARRA LYNNE GODWIN
ID NO. 58244
Commission Expires
1/10/2024
NOTARY PUBLIC
LAUDERDALE COUNTY

(Affix official seal)

My commission expires: 01/10/2024

DocuSign Envelope ID: 164B8654-CC5E-4CC2-A1FD-AA92C87596A2

EXHIBIT A
DESCRIPTION OF PROPERTY

A parcel of land situated in Section 35, Township 7 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi, said parcel lying immediately North of Pass Christian Road, and being more particularly described as follows, to-wit: Commence at the point of intersection of the North margin of Pass Christian Road and the East margin of Jody Nelson Drive, as they are now both laid out and maintained; thence run North 71° 05' 06" East, along the North margin of Pass Christian Road for a distance of 148.58 feet to the POINT OF BEGINNING; thence run North 18° 47' 00" West for a distance of 118.59 feet to a point; thence run South 71° 30' 23" West for a distance of 111.48 feet to a point on the East margin of Jody Nelson Drive; thence run North 01° 29' 22" West along said East margin for a distance of 121.88 feet to a point; thence run South 89° 37' 32" East for a distance of 20.98 feet to a point on the East margin of Jody Nelson Drive; thence run on a bearing of North along the East margin of Jody Nelson Drive, for a distance of 430.08 feet to the point of intersection of the South margin of 35th Street and the East margin of Jody Nelson Drive; thence run North 89° 50' 38" East along the South margin of 35th Street for a distance of 399.94 feet to the point of intersection of the South margin of 35th Street and the West margin of "E" Avenue, thence run South 0° 02' 12" East along the West margin of "E" Avenue for a distance of 535.82 feet to a point on the North margin of Pass Christian Road; thence run South 71° 05' 06" West along the North margin of Pass Christian Road for a distance of 285.84 feet to the POINT OF BEGINNING, containing 230,504 square feet or 5.29 acres approximately.

Note for Information: 376 Pass Road, Gulfport, MS 390572 Stirling Road, Parcel No. 0910N-07-003.000 and 0910K-02-008.000.

PERMITS/INSP PAYMENT RECPT#: 11369550
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/06/22 TIME: 10:15
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

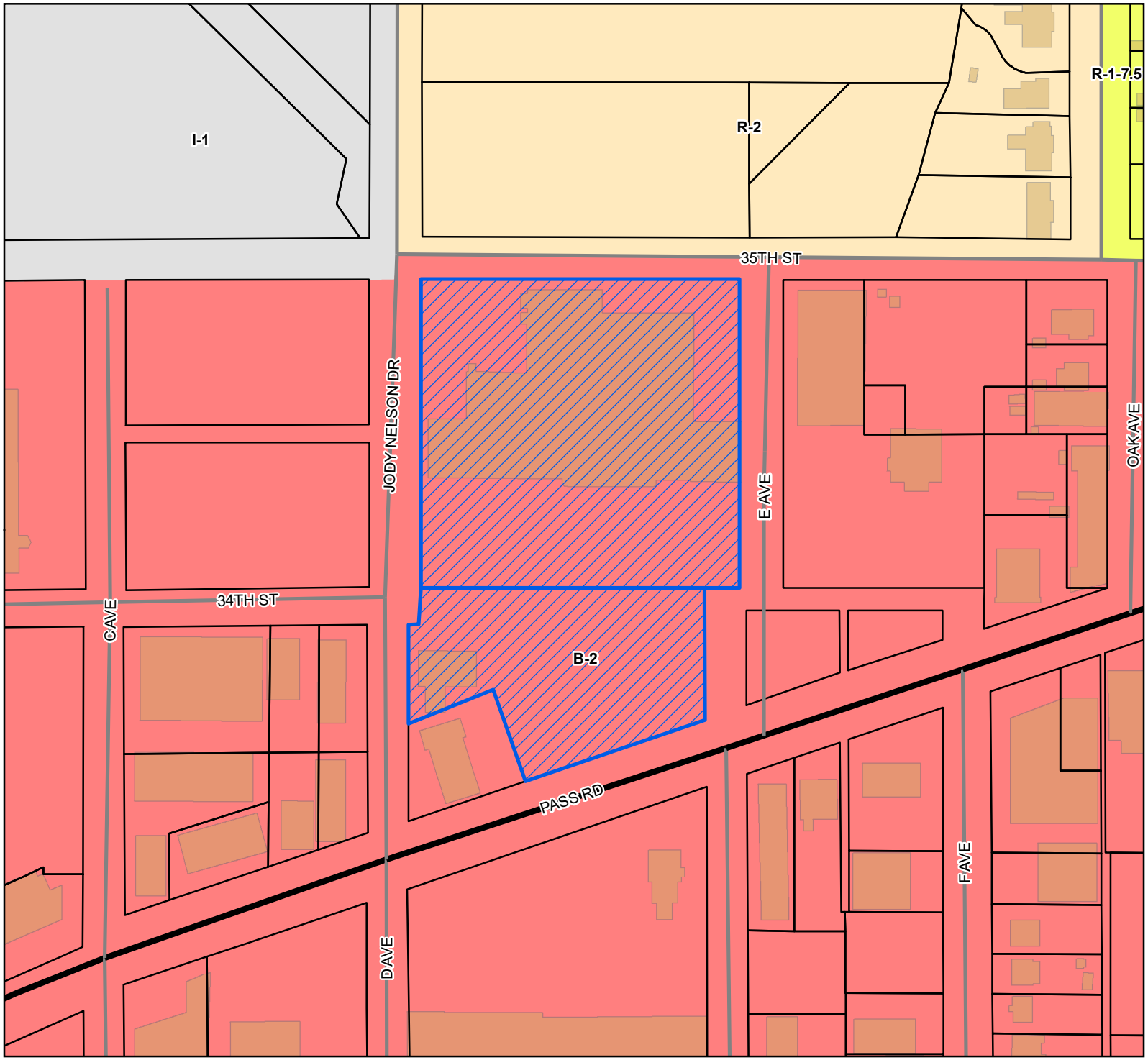
AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CREDIT CARD
00791P
REFERENCE:

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

2208PC146

Planning Commission Approval



Site
US or State Highway
Street
Parcels
Buildings

Zoning

B-2 - General Business District
I-1 - Light Industry District
R-1-7.5 - Single Family Residence District (Low Density)
R-2 - Single Family Residence District (Medium Density)

Site Information

0910K-02-008.000
0910N-07-003.000
Zoning: B-2 (General Business)
Size: 5.3 acres
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	25940	0910N-07-003.000	SURESH MANDALAPU (OWNER)	5723 STERLING LAKES CR. SUITE 102	MASON	OH	45040
	35495	0910K-02-008.000	SURESH MANDALAPU (OWNER)	5723 STERLING LAKES CR. SUITE 102	MASON	OH	45040
			CHRIS ROGERS (AGENT)	2201 WEST ROYAL LANE	IRVING	TX	75063
N			**Adjacent Property Owners (2208PC146)**				
	31701	0910N-07-009.000	3K'S LLC ETAL	150 GOVERNMENT ST STE 950	MOBILE	AL	36602
	23302	0910K-03-017.000	A2 PROPERTIES LLC	2641 PALMER DR	GULFPORT	MS	39507
	31207	0910N-01-021.000	ADVANCE CAR AUDIO INC	315 PASS RD	GULFPORT	MS	39507
	102725	0910N-07-008.001	ANEDEE HOLDING LLC	P O BOX 1925	GULFPORT	MS	39502
	23305	0910K-03-014.000	BERGMANN CHARLOTTE A -L/E-	3715 OAK AVE	GULFPORT	MS	39507
	83860	0910N-01-022.000	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	134395	0910N-01-022.001	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	134396	0910N-01-022.002	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	23315	0910K-03-004.000	BOURGEOIS NANCY STONE	1710 E PASS RD	GULFPORT	MS	39507
	23300	0910K-03-019.000	BRELAND JEREMY M & DEIRDIE	3705 OAK AVENUE	GULFPORT	MS	39503
	83969	0910N-07-012.000	CARR CHARLES D -TRUSTEE-	19400 NORTH POINT COVE	GULFPORT	MS	39503
	23304	0910K-03-015.000	CHILDERS KOLISHA REENA C/O RENAISSANCI	8917 LORRAINE RD	GULFPORT	MS	39503
	25941	0910N-07-004.000	CLARK PROPERTIES LLC	720 STATION ST	WAYNESBORO	MS	39363
	23307	0910K-03-012.000	DAVISON TITO M	3719 OAK AVENUE	GULFPORT	MS	39501
	31206	0910N-01-020.000	DUNNIGAN GARY L	311 PASS RD	GULFPORT	MS	39507
	31219	0910N-01-013.000	FORTNER JIMMIE L -ESTATE-	3240 F AVE	GULFPORT	MS	39501
	28736	0910K-03-027.000	GATES NEVILLE JR	19 51ST ST	GULFPORT	MS	39507
	31228	0910N-01-009.000	GATES NEVILLE JR	19 51ST STREET	GULFPORT	MS	39507
	29956	0910L-01-012.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23323	0910K-03-034.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23321	0910K-03-036.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23324	0910K-03-040.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23319	0910K-03-038.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23322	0910K-03-035.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23320	0910K-03-037.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23318	0910K-03-002.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23317	0910K-03-001.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	35491	0910K-02-018.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	23325	0910K-03-039.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	28743	0910K-03-030.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	28733	0910K-03-024.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	83701	0910K-03-032.001	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	21793	0910K-03-031.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	101865	0910K-03-030.001	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	35488	0910K-02-009.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	29961	0910L-01-014.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	21605	0910K-03-042.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
N	92104	0809P-02-001.000	GPT-BILOXI REGIONAL AIRPORT AUTH	14035-L AIRPORT RD	GULFPORT	MS	39503
	28731	0910K-03-022.000	GRAY ANGELA L -EST-	3609 OAK AVE	GULFPORT	MS	39507
	23314	0910K-03-005.000	GULF SOUTH EQUITY INVESTMENTS LLC	21 INLET DRIVE	SLIDELL	LA	70458
N	29921	0910L-01-011.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	83696	0910K-03-045.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	35503	0910K-02-022.000	GULFPORT VETERINARY HOSPITAL HOLDIN	204 PASS ROAD	GULFPORT	MS	39507
	83859	0910N-01-008.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	100184	0910N-01-010.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	100185	0910N-07-007.002	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	100204	0910N-07-007.004	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31217	0910N-01-011.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31216	0910N-01-010.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31214	0910N-01-019.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	83966	0910N-07-007.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31692	0910N-07-007.001	HAGE LIMITED PARTNERSHIP	400 PASS ROAD	GULFPORT	MS	39507
N	100186	0910N-07-007.003	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	144835	0910N-01-019.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
	31220	0910N-01-014.000	HEINRICH ELISABETH JANE ETAL	28 52ND ST	GULFPORT	MS	39507
	23310	0910K-03-009.000	HIMMELBERGER LOC THI	2347 ANNISTON OAKS DRIVE	GULFPORT	MS	39507
	31704	0910N-07-014.000	HOLDEN JOHN W JR	P O BOX 1055	CLEVELAND	TN	37364
	28732	0910K-03-023.000	HOOVER DANIEL JAMES & VALERIE COOK	3607 OAK AVE	GULFPORT	MS	39501
	28735	0910K-03-026.000	HULUM JEFFERY JR	3601 OAK AVE	GULFPORT	MS	39507
	28729	0910K-03-020.000	JKA PROPERTIES LLC	1200 COLLEGE STREET	GULFPORT	MS	39507
N	23309	0910K-03-010.000	JKA PROPERTIES LLC	3723 OAK AVE	GULFPORT	MS	39507
	83671	0910K-02-016.000	JPAC INC	P O BOX 1842	GULFPORT	MS	39502
N	83668	0910K-02-012.000	JPAC INC	P O BOX 1842	GULFPORT	MS	39502
	23316	0910K-03-003.000	KELLY MARY M	3905 OAK AVE	GULFPORT	MS	39507
	23311	0910K-03-008.000	KING MARY KATHERINE	3803 OAK AVE	GULFPORT	MS	39507
	23313	0910K-03-006.000	KS INVESTMENTS LLC	13440 WOODLAND DR	GULFPORT	MS	39503
	31218	0910N-01-012.000	LADNER WALLACE & JEANETTE	P O BOX 6496	GULFPORT	MS	39506
	35487	0910K-02-011.000	LIGHTHOUSE FOR THE BLIND -LESSEE-CITY O	424 34TH ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	23301	0910K-03-018.000	MACH VI HOLDING LLC	6001 OLDE OAKVIEW	OCEAN SPRINGS	MS	39564
	31732	0910N-06-004.000	MARBY HOLDINGS LLC	2591 23RD AVE	GULFPORT	MS	39501
N	31725	0910N-06-003.000	MARBY HOLDINGS LLC	2591 23RD AVE	GULFPORT	MS	39501
	28737	0910K-03-032.000	MCCAFFREY MIKE & JULIA	3505 OAK AVE	GULFPORT	MS	39507
	31687	0910N-07-006.000	MIDDLETON DUKE	3410 A AVE	GULFPORT	MS	39507
	106184	0910K-02-012.001	MIDDLETON DUKE & ANGEL	3410A AVE	GULFPORT	MS	39507
	31689	0910N-07-005.000	MIDDLETON SHANNON DUKE	3410 A AVE	GULFPORT	MS	39507
	31212	0910N-01-018.000	MITRENGA LARRY	P O BOX 4984	BILOXI	MS	39535
	35496	0910K-02-004.000	MIZELL SELENA M	200 1/2 PASS RD	GULFPORT	MS	39507
	25939	0910N-01-024.000	MS GULF COAST YOUTH FOR CHRIST INC	111 PASS RD	GULFPORT	MS	39507
	103379	0910N-07-012.001	MUELLER RICHARD P JR	15384 5TH STREET	GULFPORT	MS	39503
N	31702	0910N-07-010.000	MUELLER RICHARD P JR	15384 5TH ST	GULFPORT	MS	39503
N	31700	0910N-07-011.000	MUELLER RICHARD P JR	15384 5TH STREET	GULFPORT	MS	39503
N	31703	0910N-07-013.000	MUELLER RICHARD P JR	15384 5TH STREET	GULFPORT	MS	39503
	28738	0910K-03-028.000	OVERBY WAYNE & BETTIE LEE	3503 OAK AVE	GULFPORT	MS	39507
	101852	0910K-02-006.001	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	35502	0910K-02-007.000	PASS ROAD BAPTIST CHURCH	1319 2ND ST	GULFPORT	MS	39501
N	83570	0910K-02-006.000	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	109531	0910K-02-022.001	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	31205	0910N-07-002.000	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39501
N	101851	0910K-02-006.002	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	31215	0910N-07-001.000	PASS ROAD BAPTIST CHURCH	208 PASS ROAD	GULFPORT	MS	39507
	83690	0910K-03-033.000	PATTERSON GROUP INC	P O BOX 6628	GULFPORT	MS	39506
N	28742	0910F-03-057.000	PATTERSON GROUP INC	P O BOX 6628	GULFPORT	MS	39506
	23312	0910K-03-007.000	PIZZETTA DON F & DANETTA SHAW	P O BOX 6355	GULFPORT	MS	39506
	28739	0910K-03-029.000	PURVIS GEORGE L & ELAINE	3501 OAK AVE	GULFPORT	MS	39507
	103041	0910N-01-018.001	RAMOS INCIA ISABEL HERNANDEZ -ETAL-	3205 F AVE	GULFPORT	MS	39501
	23308	0910K-03-011.000	RIVERA RODOLFO A & ERENDIRA VAZQUEZ	3721 OAK AVE	GULFPORT	MS	39507
	28730	0910K-03-021.000	RUIZ CARMEN	3701 OAK AVE	GULFPORT	MS	39507
	31727	0910N-06-001.000	SAGAN DISTRIBUTORS LLC	3210 WYNNFIELD DR W	MOBILE	AL	36695
	35497	0910K-02-005.000	SAHIN HARUN	42-17 167TH ST	FLUSHING	NY	11358
	83858	0910N-01-006.000	SIMMONS KENNETH R JR & SHERRY A	2492 TANDY DR	GULFPORT	MS	39503
	31221	0910N-01-015.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
N	31222	0910N-01-016.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
N	31225	0910N-01-007.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	35498	0910K-02-003.000	SINGLEY CLARENCE FREDERICK	201 35TH ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	31211	0910N-01-017.000	STRAIN BRUCE A & PEGGY L	304 32ND 1/2 STREET	GULFPORT	MS	39507
	28734	0910K-03-025.000	TOLAR TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	31730	0910N-06-008.000	UELTSCHEY REGINA A -TRUSTEE-	13187 N CYPRESS DR	GULFPORT	MS	39503
	35504	0910K-02-023.000	VU HOAI VAN	347 RODENBERG AVE	BILOXI	MS	39531
	23306	0910K-03-013.000	WILKS RANDI A & SANDRA C	189 MARKHAM DR	GULFPORT	MS	39507
	23303	0910K-03-016.000	WILLIAMS CAROLE SCHROEDER	3711 OAK AVE	GULFPORT	MS	39507
	31210	0910N-01-023.000	WILLIAMSON MARY Y	310 32ND 1/2 ST	GULFPORT	MS	39507

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **Final Plat 2208PC147:**

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

Technical Report

Final Plat
(Finley Subdivision)

GENERAL INFORMATION

Case File Number: 2208PC147

Hearing Date: August 25, 2022

Current Zoning/Use: T4L / Vacant Property

Legal: Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 7-lot residential subdivision, named Finley Subdivision.

Regulations state the minimum property size for a new single-family home in this zoning district is 3,630 square feet with a front yard setback of 6-foot minimum and 24-foot maximum, side yard setback of 3-foot minimum and 6-foot maximum and a rear setback of 3-foot minimum. If the property has a second frontage the side yard setback is 5-foot minimum and 12-foot maximum.

Due to the building setback requirements for Smartcode T4L zoning any proposed single-family home would need to be a home of considerable size or would need to go through the warrant process of not meeting required setbacks. Lot 2 would be required to front Maria Avenue. All lots will be required to be accessed from the16-foot ingress/egress easement at the rear of each lots.

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant has submitted a declaration of covenants for Finley subdivision.

EXECUTIVE SUMMARY

This project has met all of the city requirements, but creates hesitation by creating lots that will require warrants. The reason for maximum setbacks is to create a more density for a walkable neighborhood. This the purpose of T4L zoning in SmartCode.

Any approval should consider these conditions:

1. Protected trees are to remain and be protected.
2. Provide separate water and sewer service to each parcel. (Developer provided). Utility easement to be dedicated to City of Gulfport.

3. Developer responsible to provide water and sewer to each parcel. Easement to be dedicated to Gulfport in Owner's Certification and Dedication.

DEPARTMENTAL CONDITIONS

Engineering:	Condition. Developer responsible to provide water and sewer to each parcel. Easement to be dedicated to Gulfport in Owner's Certification and Dedication. Memo dated 8/18/2022.
Public Works:	Condition. Provide separate water and sewer service to each parcel. (Developer provided). Utility easement to be dedicated to City of Gulfport. Memo dated 8/18/2022.
Traffic and Safety:	No conditions. Memo dated 8/18/2022.
Building Code Services:	No conditions. Memo dated 8/17/2022.
GIS:	No conditions. Memo dated 8/17/2022.
Police Department:	No conditions. Memo dated 8/11/2022.
Fire Department:	No conditions. Memo dated 8/12/2022.
City Arborist:	Condition. Protected trees are to remain and be protected. Memo dated 8/10/2022.

DIRECTOR APPROVAL

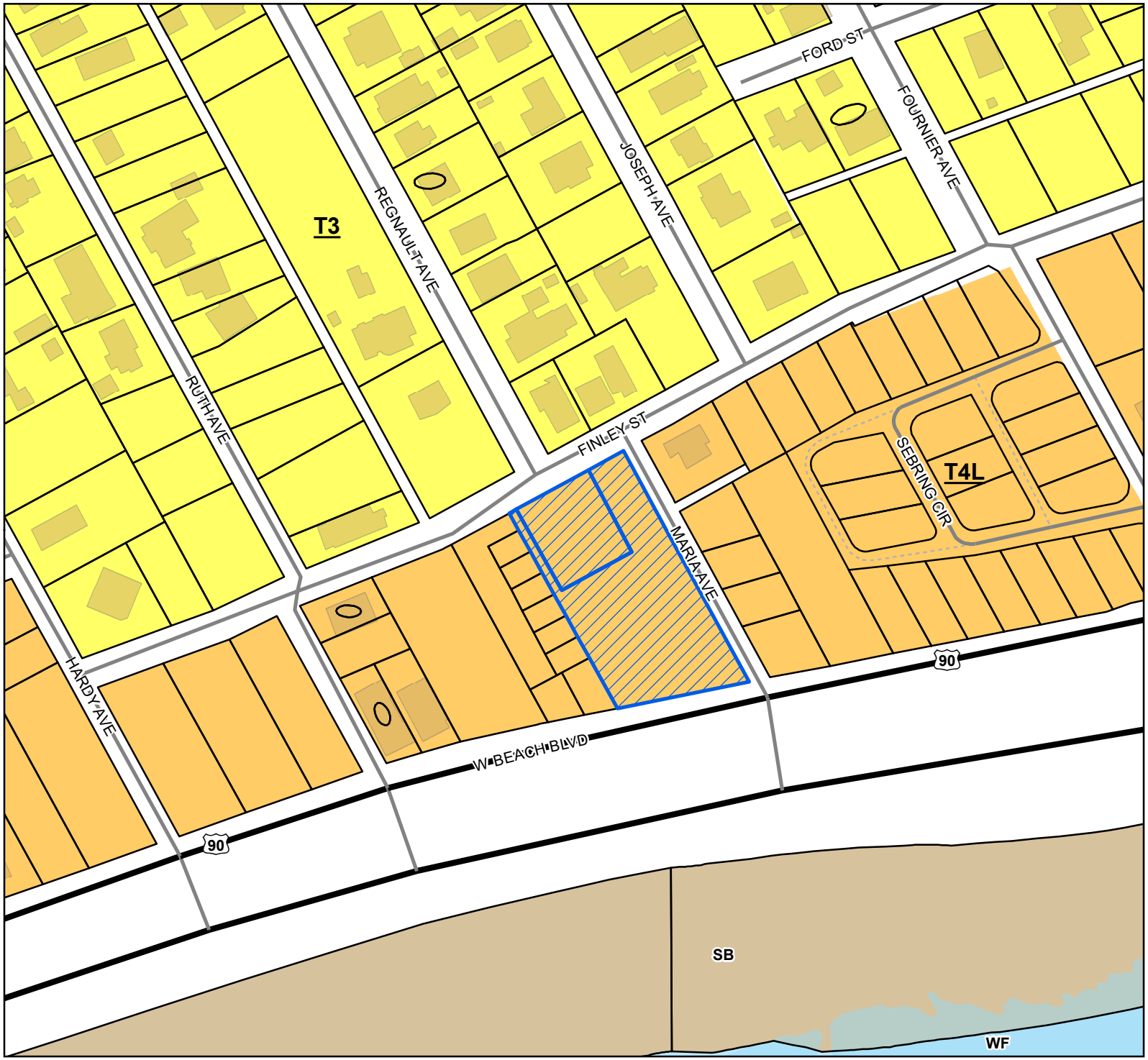
This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

h. 1

2208PC147

Resubdivision



Site
US or State Highway
Street
Alley
Parcels
Buildings
Water Features

Smart Code

T4L
T3

Zoning

SB - Sand Beach
WF - Water Front

Site Information

0711N-02-102.000
0711N-02-103.000
Zoning: T4L (General Urban Zone)
Size: 47,658 sqft
Flood: AE

0 25 50 75
Yards

1 inch = 170 feet

N
W E
S

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

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

APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #: 2208PC147
Date Received: 7/22/2022
Receipt #:
Received By:
Zoning: T4L
Ward: 2 Flood: AE
Size: 47,658 sqft
(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 0711N-02-102.000
0711N-02-103.000

Address of Property Involved: 4809 FINLEY ST.

Lot(s) 1-4 (PART), Block(s) 4, Subdivision McCAUGHANS GREAT SOUTHERN ADDITION

General Location: SW INTERSECTION OF FINLEY ST. & MARIA AVE.

GENERAL DESCRIPTION OF REQUEST:
THE REQUEST IS TO RE-SUBDIVIDE THE SUBJECT PROPERTY INTO SEVEN (7) RESIDENTIAL PARCELS PER THE CURRENT T4L ZONING REQUIREMENTS.

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
AMERICAN MULTICRAFT, LLC	HEINRICH & ASSOCIATES, LLC
Printed Name Of Owner	Printed Name Of Agent
4808 FINLEY ST.	1806 23RD AVE., SUITE B
Mailing Address	Mailing Address
GULFPORT MS 39501	GULFPORT MS 39501
City State Zip code	City State Zip code
228-224-0838	228-896-6768
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Chip1@gmail.com	bobby.h@heinrichassociates.net
Email	Email
Charles E Gary Jr	Robert B Heinrich
Signature Of Owner	**Signature Of Agent**

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

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

American Multicraft, LLC
4808 Finley St.
Gulfport, MS 39501

July 5, 2022

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

RE: **Agent Letter for American Multicraft, LLC**
Tax Parcel No's.: 0711N-02-102.000 and 0711N-02-103.000
4809 Finley St., Gulfport, Mississippi 39501

To Whom It May Concern:

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

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

Sincerely,

Charles E Gary Jr

American Multicraft, LLC – Charles Gary Jr.

Yvonne Cowart

Notary

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

My Commission Expires:

American Multicraft, LLC

4808 Finley St.
Gulfport, MS 39501

CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Charles E. Gary Jr who acknowledged that she is a member of **American Multicraft, LLC**, A Mississippi Limited Liability Company, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 5th day of July, 2022.

Charles E Gary Jr

Yvonne Cowart
Notary Public

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

My Commission Expires:

American Multicraft, LLC

4808 Finley St.
Gulfport, MS 39501

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named American Multicraft, LLC, after being by me forst duly sworn, stated the following:

1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No. 0711N-02-102.000 and 0711N-02-103.000.

Respectfully submitted:

By: Charles E Gary Jr
American Multicraft, LLC – Charles Gary Jr.

SWORN AND SUBSCRIBED before me, this the 5th day of July 2022.

Yvonne Cowart
Notary Public

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

My Commission Expires:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FINLEY SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the___day of _____, 2022, A.D., by Finley Subdivision, LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Finley Subdivision, LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as a residential subdivision.

2. MINIMUM SQUARE FOOTAGE: No minimum square footage.

3. LOT SIZE: No building shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: Setbacks shall be in compliance with the City zoning requirements.

5. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Finley Subdivision, LLC as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Finley Subdivision, LLC (hereinafter "Association"). Said Association shall be governed by two (2) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

6. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, an each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until the lot is sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms or this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or

other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-half (1/2) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meets its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver o the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars ($20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recoded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

8. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his

name, place and stead for the purpose of accomplishing a repair of reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

9. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

10. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

11. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

12. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

13. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots.

14. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

15. SEVERABILTY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

16. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

17. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by one hundred percent (100%) of the lot owners, and in each case, such amendments shall be evidenced by a document in wiring, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the _____ day of _____, A.D., 2022.

By:_____

Finley Subdivision, LLC

"Exhibit A"

Legal Description:

(refer to recording plat for legal description)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this____day of 2022, A.D., within my jurisdiction, the within named Finley Subdivision, LLC, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

NOTARY PUBLIC _____

MY COMMISION EXPIRES:_____

DRAFT

Prepared by & Return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Ave, Suite A
Gulfport, MS 39501
228-896-8962
File # 4202

1st JUDICIAL DISTRICT
INSTRUMENT 2022-0016964-D-J1
FILED/RECORDED 7/6/2022 9:17:01 AM
TOTAL FEES $30.00
9 PAGES RECORDED

Indexing: N 116.65' of Lots 2 & 3, Blk 4 and Part of Lots 1-4, Blk 4,
McCaughan's Great Southern Addition

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

GRANTOR: GULFPORT AND OUT OF STATE PROPERTIES, LLC
A LOUISIANA LIMITED LIABILITY COMPANY
1120 SHERRON AVE
BAKER, LA 70714
(225) 776-0006

GRANTEE: AMERICAN MULTICRAFT, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
408 FINLEY ST.
GULFPORT, MS 39501
(228) 224-0838

Indexing: N 116.65' of Lots 2 & 3, Blk 4 and Part of Lots 1-4, Blk 4, McCaughan's Great Southern Addn

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962
File #4202

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

GULFPORT AND OUT OF STATE PROPERTIES, LLC
A LOUISIANA LIMITED LIABILITY COMPANY
1120 SHERRON AVENUE
BAKER, LA 70714
(225) 776-0006

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

AMERICAN MULTICRAFT, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
4808 FINLEY ST.
GULFPORT, MS 39501
(228) 224-0838

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: Parcel 1: The North 116.65 feet of Lots 2 and 3, Block 4, MCCAUGHANS GREAT SOUTHERN ADDITION to the City of Gulfport, Harrison County, Mississippi, being property acquired by August H. Bosch by virtue of that certain Warranty Deed dated February 16, 1972 and recorded in Deed Book 679 at Page 233 in the records of Deeds on file in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

AND ALSO:

Parcel 2: A parcel of land located in Lots 1, 2, 3 and 4, Block 4, MCCAUGHANS GREAT SOUTHERN ADDITION to the City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows, to-wit: Beginning at the NE corner of Lot 1, Block 4, McCaughans Great Southern Addition, also known as the intersection of the west margin of Maria Avenue and the south margin of Finley Street; run thence South 29 degrees 6 minutes 55 seconds East a distance of 322.57 feet along the west margin of Maria Avenue; run thence South 77 degrees 36 minutes 10 seconds West a distance of 170.24 feet along the north margin of U S Highway 90; run thence North 28 degrees West a distance of 273.65 feet; run thence North 60 degrees 53 minutes East a distance of 7.7 feet along the south margin of Finley Street; run thence South 28 degrees 52 minutes 15 seconds East a distance of 116.45 feet; run thence North 60 degrees 53 minutes East a distance of 100 feet; run thence North 26 degrees 52 minutes 15 seconds West a distance of 116.45 feet; run thence North 60 degrees 53 minutes East a distance of 50 feet along the south margin of Finley Street to the POINT OF BEGINNING.

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 2022 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 5TH day of JULY, 2022.

GULFPORT AND OUT OF STATE PROPERTIES, LLC

BY: Michael N. Rabel, POA for Joyce N. Rabel

STATE OF LOUISIANA
COUNTY OF EAST BATON ROUGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5TH day of JULY, 2022, within my jurisdiction, the within named MICHAEL NUNES RABEL, who acknowledged that he/she is POWER OF ATTORNEY of GULFPORT AND OUT OF STATE PROPERTIES, LLC, a Louisiana Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Mandi Foretich #140297
NOTARY PUBLIC

My Commission expires: LIFETIME

MANDI FORETICH
NOTARY PUBLIC
NOTARY NO. 140297
EAST BATON ROUGE PARISH, LA

CONDITIONAL PROCURATION

STATE OF LOUISIANA **PARISH OF LAFAYETTE**

BE IT KNOWN, that on this 1st day of April, 2015, before me, the undersigned Notary Public in the presence of the undersigned competent witnesses, personally came and appeared:

> **JOYCE NUSS RABEL,** a person of the full age of majority and resident of the Parish of Ascension, State of Louisiana, hereinafter referred to as "Principal",

who declared that she hereby appoints:

> **MICHAEL NUSS RABEL,** a person of the full age of majority and resident of the Parish of East Baton Rouge, State of Louisiana, hereinafter referred to as "Representative",

to be her true and lawful Representative as described below under the following conditions:

That in accordance with Louisiana Revised Statute 9:3890 that should the Principal become disabled (the disability of the Principal shall be established by an authentic act stating that due to any infirmity, the Principal is unable consistently to make or to communicate reasoned decisions regarding the care of the Principal's person or property, such authentic act to be signed by two (2) physicians licensed to practice medicine by the Louisiana State Board of Medical Examiners who have personally examined the Principal or such act may be signed by the attending physician of the Principal who is licensed to practice medicine by the Louisiana State Board of Medical Examiners and the Representative appointed herein), she grants full authority to Representative to conduct all of her affairs, business, concerns, and matters of whatever nature or kind: to open all correspondence addressed to her and to answer the same; to make and endorse promissory notes in the name of Principal and draw, endorse and accept checks and bills of exchange; to draw money out of any bank(s) where the same may have been deposited in the name, or for account of Principal; to deposit drafts, bills of exchange, acceptances, checks and notes or other obligations, for collection in any bank(s) and withdraw the same or the proceeds thereof; to have free access to and right of removal from any and all safety deposit boxes, vaults and other places of safekeeping which exist in her name or to which she is an authorized signatory, whether alone or in conjunction with others; to sell and transfer all or any shares of the stock of any corporation owned by her and receive the dividends due or to become due thereon; to pledge and pawn all or any shares of stock in any corporation, owned by Principal, to attend all or any meetings for creditors wherein the said Principal may be interested,

to vote in her name on all questions or matters that may be submitted at such meetings, to attend all or any meetings of the stockholders of any corporation in which said Principal may own stock; to borrow money from any bank(s), or other financial institution(s) on the notes or obligations of the Principal drawn by her or by the Representative and execute notes, continuing guarantees or any other obligations from time to time for the renewal of all or any part thereof or for the establishment of new loans or obligations; to continue to pay the premium or assessment on, modify, rescind, release, terminate, collect, sell, assign, hypothecate, borrow upon, pledge, or exercise any election (including the power to obtain loans against the policy or contract and to designate or change the beneficiary, including Representative himself) relating to a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person (whether or not the Principal is a beneficiary under the contract), and to procure new, different and additional contracts of insurance; however, notwithstanding the above, if said policy is a life insurance policy on the life of the Representative, then Representative shall not have any powers over said life insurance policy as described above and the above described powers relative to said life insurance policy on the life of Representative owned by Principal shall only be exercised by the successor Representative named below who may exercise these powers on behalf of Principal while the original Representative still serves in the capacity of Representative relative to all other matters listed in this document; to select payment options under any public or private retirement plan or IRA in which the Principal participates, to designate beneficiaries, including Representative himself, under such plans and change existing designations, to make voluntary contributions to such plans, and to execute all elections and waivers as to any retirement plans or IRAs, including but not limited to the exercise of investment and withdrawal powers, rollover of plan benefits into other retirement plans or IRAs, the obtaining of loans from the plan, the power to sell or buy assets from the plan, and the power to waive spousal annuities (whether or not the Principal is a participant in such plan); to sell or mortgage all or any part(s) of the real, personal or mixed property of the Principal and to receive the price thereof; to purchase real, personal and mixed property in the name of Principal on such terms and conditions as Representative shall deem proper; to lease, let or hire all or any part of the real and personal property belonging to the Principal.

In addition, Principal grants full authority to Representative to prepare, sign, and file federal, state, local and foreign income, gift, estate, payroll, unemployment and other tax returns, claims for

refunds, requests for extensions of time, petitions regarding tax matters and any other documents related to or required by the Internal Revenue Service or other taxing authorities, including receipts, offers, waivers, consents, closing agreements, and any power of attorney forms required by any taxing authority; to appear before all courts of law and in all administrative proceedings to prosecute, defend or compromise any action or claim; to pay taxes due, collect refunds, post bonds, receive confidential information, contest deficiencies, institute claims for refunds, and to represent, or appoint a representative for, Principal in connection with the examination of tax returns; and to act for her in all tax matters and to take any action relating thereto.

Principal also grants to Representative the full authority to prepare, file, and prosecute a claim of the Principal to a benefit or assistance (financial or otherwise) to which she is eligible under a statute or governmental regulation; to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits she may be entitled to receive; to receive the financial proceeds of a claim for governmental assistance, and conserve, invest, disburse, or use anything received for a lawful purpose; to act as Principal's representative payee under governmental assistance programs, including but not limited to Medicare, Medicaid, Social Security or Supplemental Security Income.

Representative is fully authorized to represent Principal (judicially or otherwise), whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which she may be or become interested; to apply for the administration thereof and to demand, obtain and execute all orders and decrees as Representative may deem proper therein, and to finally settle, partition, compromise and liquidate Principal's interest therein; to receive and receipt for all property to which Principal may be entitled in respect of any succession, estate or trust and to approve or disapprove any accounting rendered in connection therewith; to make acceptances, disclaimers or renunciations of property gifted, bequeathed or devolving upon Principal by operation of law, in whole or in part; to transfer an interest of the Principal in real or personal property, immovable property, stocks, bonds, accounts with financial institutions, insurance and other property to the Trustee of a trust created by the Principal as a Settlor.

Representative is fully authorized to execute all mineral leases and other contracts, including unitization and pooling agreements, for the exploration and development of oil, gas, salt, sulphur and

other minerals, in and under any of the properties of Principal, upon such terms and conditions and for such considerations as the Representative may deem appropriate.

Representative is fully authorized to prosecute, defend or take any other action with regard to any litigation or claims to which the Principal is or becomes a party or in which the Principal has or acquires an interest therein, including but not limited to institution, termination, compromise, submit to arbitration, the hiring, dismissal or replacement of legal representation and the incurring of reasonable expenses and costs necessary thereto.

Representative is fully authorized to do all acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, children, and other individuals customarily or legally entitled to be supported by the Principal, including but not limited to the liquidation of assets to provide for housing, domestic help, medical and nursing expenses, food, clothing, education, insurance and transportation.

Representative is fully authorized to make gifts of any of Principal's property either outright or in trust (including the forgiveness of debt and making charitable contributions) to such persons (including Representative himself) or charitable organizations as Representative shall select in order to minimize Principal's income and/or estate and inheritance taxes or in order to qualify Principal for or continue Principal's eligibility under governmental assistance programs (including but not limited to Medicare, Medicaid, Social Security or Supplemental Security Income), such transfers are to be made in accordance with Principal's estate plan, if any, whenever possible; to make payments on charitable pledges made by the Principal.

Representative is authorized to perform any other act, including acts of ownership as well as acts of administration, as may be necessary concerning the affairs, business or assets of Principal, as Representative may deem appropriate in Representative's discretion. This authority shall include, but is not limited to the power to change Principal's state of domicile and to execute all documents in connection therewith, and to execute all documents necessary to accomplish any power granted herein, including any powers of attorney required by an insurance company, financial institution, governmental agency, or other entity. It is the Principal's intention that this Power of Attorney may be used both within and without the State of Louisiana, and therefore, it is her express intent that this document be considered a durable power of attorney and shall not be effected by the disability of the Principal, except as otherwise provided by applicable law. Furthermore, it is the Principal's

intention, as stated above and subject to said provisions, that this Power of Attorney becomes effective only in the event that the Principal is unable to attend to her affairs, and accordingly, it is the Principal's intention that said Power of Attorney shall remain in effect, except as otherwise provided by applicable law, until such time as the two physicians who declared by executed affidavit that the Principal was unable to attend to her affairs, or qualified successor physician(s) in the event one or more of the original examining physicians is unavailable, personally examines the Principal and determines (such determination represented by an executed affidavit by each physician) that the Principal is physically and mentally capable to attend to her affairs.

In the event that MICHAEL NUSS RABEL cannot serve as a Representative for any reason whatsoever, then I appoint AMIE FALCON RABEL to serve as my Representative hereunder. In the event that AMIE FALCON RABEL cannot serve as a Representative for any reason whatsoever, then I appoint ROBERT E. ROWE to serve as my Representative hereunder.

FURTHERMORE, pursuant to Louisiana Civil Code of Procedure Article 4561C(1)(a), the Principal hereby appoints MICHAEL NUSS RABEL as her Curator in the event Principal is deemed to be interdicted by a Court of Law. It is the intention of the Principal that MICHAEL NUSS RABEL shall be the Curator for the person and for the affairs of Principal should she be interdicted. This appointment of Curator shall apply to any Louisiana interdiction of the Principal in accordance with Louisiana law and in particular Louisiana Civil Code of Procedure Articles 4141, et seq. This appointment shall also apply for any other appointment of interdiction or similar judgment by any other State in the United States of America.

THUS DONE AND PASSED on the day and date first above written in the presence of the undersigned competent witnesses who signed with Principal and me, Notary, after due reading of the whole.

WITNESSES:

Mavis Bull
MAVIS BULL

Joyce Nuss Rabel
JOYCE NUSS RABEL, PRINCIPAL

Sharon D. Ducote
SHARON D. DUCOTE

COURTNEY J. TATE, NOTARY PUBLIC
BAR ROLL #30211

PERMITS/INSP PAYMENT RECPT#: 11371288
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/06/22 TIME: 11:48
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 205.00

AMOUNT PAID: 205.00

PAID BY:
PAYMENT METH: CHECK
9200
REFERENCE:

AMT TENDERED: 205.00
AMT APPLIED: 205.00
CHANGE: .00

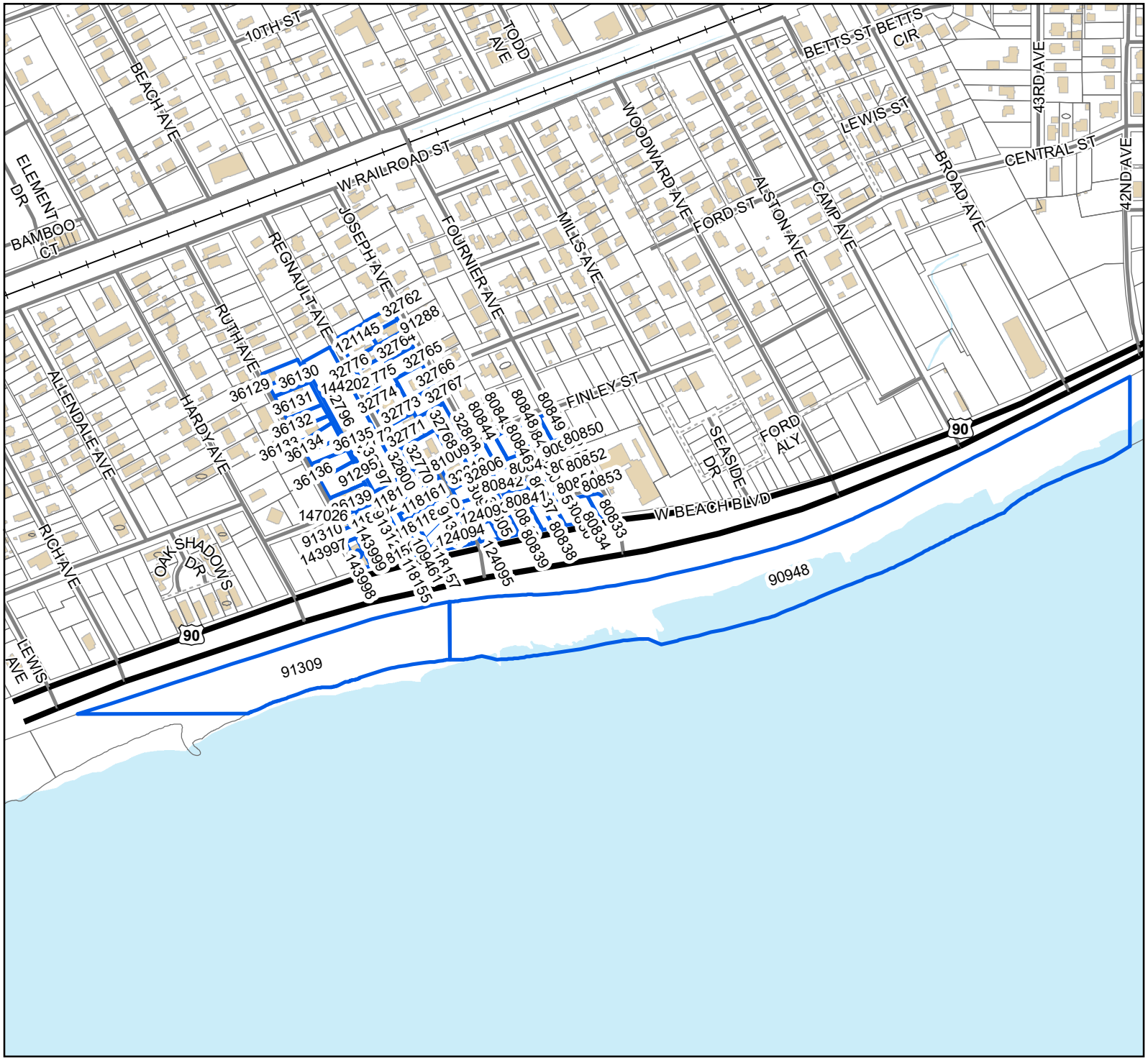
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	91313	0711N-02-103.000	AMERICAN MULTICRAFT, LLC - CHARLES GAF	4808 FINLEY ST	GULFPORT	MS	39501
	32800	0711N-02-102.000	AMERICAN MULTICRAFT, LLC - CHARLES GAF	4808 FINLEY ST	GULFPORT	MS	39501
			HEINRICH & ASSOCIATES, LLC (AGENT)	1806 23RD AVE., SUITE B	GULFPORT	MS	39501
N			**Adjacent Property Owners (2208PC147)**				
	80839	0711O-04-028.007	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80838	0711O-04-028.006	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80836	0711O-04-028.004	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80835	0711O-04-028.003	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80834	0711O-04-028.002	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80842	0711O-04-028.010	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80843	0711O-04-028.011	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
	80841	0711O-04-028.009	2G HOLDING LLC	1405 EAST CIMA DE PINA	PRESCOTT	AZ	86303
N	80849	0711O-04-028.017	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80844	0711O-04-028.012	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80847	0711O-04-028.015	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80854	0711O-04-028.022	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80853	0711O-04-028.021	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	90903	0711O-04-028.000	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80855	0711O-04-028.023	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80850	0711O-04-028.018	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80852	0711O-04-028.020	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
	109461	0711N-02-103.001	ACORN OF BILOXI MISSISSIPPI INC	14601-B LEMOYNE BLVD	BILOXI	MS	39532
	32809	0711O-04-033.000	BAKER PATRICIA W -TRUSTEE-	14162 E MARCIA DR	GULFPORT	MS	39503
	36134	0711N-02-064.000	BEAM BRANNINGAN H	536 TWO MILE RUN	JOHNS ISLAND	SC	29455
	118155	0711N-02-103.002	BIDWELL HOLDINGS INC	2004 BAYOU LA PORTE	BILOXI	MS	39531
	32764	0711N-02-020.000	BLAKENEY TERRI LEE & MELTON JEFFREY	713 JOSEPH AVE	GULFPORT	MS	39501
	32766	0711N-02-018.000	BOWERING PATRICIA B -EST-	617 JOSEPH AVE	GULFPORT	MS	39501
	80837	0711O-04-028.005	BROWN CRAIG A & TERRI S	465 JORDAN DR	BILOXI	MS	39531
	143998	0711N-02-100.002	BSC ENTERPRISES LLC	381 TIGERLILY DR	HOUMA	LA	70360
	32771	0711N-02-041.000	CAMMACK CAREN BETHANY	614 REGINAULT AVE	GULFPORT	MS	39501
	32810	0711O-04-032.000	CANNON HOWARD WAYNE & LISA R	8680 FALL CREEK RD	LEESBURG	OH	45135
	91288	0711N-02-035.000	CARBO GEORGE J	717 JOSEPH AVE	GULFPORT	MS	39501
	124093	0711O-04-031.001	CARISBROOKE PROPERTIES LLC	375 AZAL DRIVE	GASTON	AL	35901
N	32806	0711O-04-031.000	CARISBROOKE PROPERTIES LLC	375 AZAL DRIVE	GASTON	AL	35901
N	124094	0711O-04-031.002	CARISBROOKE PROPERTIES LLC	375 AZAL DRIVE	GASTPM	AL	35901
N	124095	0711O-04-031.003	CARISBROOKE PROPERTIES LLC	375 AZAL DRDIVE	GASTON	AL	35901

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	32770	0711N-02-042.000	CLARK MICHAEL & SARAH	4828 FINLEY ST	GULFPORT	MS	39501
	36131	0711N-02-061.000	DROUANT LOUIS JR	712 RUTH AVE	GULFPORT	MS	39501
	32772	0711N-02-040.000	ELLIS CEREME JR	618 REGNAULT AVE	GULFPORT	MS	39501
	36139	0711N-02-068.000	FERNANDEZ JAMES & DENISE	600 RUTH AVE	GULFPORT	MS	39501
	32808	0711O-04-034.000	GARRIGA LISA ANDREA	P O BOX 6264	DIAMONDHEAD	MS	39525
	81009	0711N-02-042.001	GARY CHARLES JR & AUDREY	4808 FINLEY ST	GULFPORT	MS	39501
	32796	0711N-02-044.000	GEARHEART TIMOTHY MARK	P O BOX 1676	GULFPORT	MS	39502
	32805	0711O-04-030.000	GORDON GERALD M II	30 BAYOU VIEW DR	GULFPORT	MS	39507
	32797	0711N-02-043.000	GRIFFIN MARY BRASH ETAL	C/O P O BOX 146	GULFPORT	MS	39502
	36130	0711N-02-060.000	GROOMS JESSE M JR & GWENDOLYN J	355 BRIGHTON WOOD DR	POOLER	GA	31322
	91313	0711N-02-103.000	GULFPORT & OUT OF STATE PROPERTIES	6447 PROVINCE LN	BATON ROUGE	LA	70808
	32800	0711N-02-102.000	GULFPORT & OUT OF STATE PROPERTIES	6447 PROVINCE LN	BATON ROUGE	LA	70808
N	90948	0711O-02-001.000	GULFPORT CITY OF				0
N	91309	0711N-03-001.000	GULFPORT CITY OF				0
	80845	0711O-04-028.013	HG COMMERCIAL SERVICES LLC	615 PASS RD STE D	GULFPORT	MS	39507
N	80848	0711O-04-028.016	HG COMMERCIAL SERVICES LLC	615 PASS RD STE D	GULFPORT	MS	39507
	143999	0711N-02-100.003	HITE CHARLES H & LUCETA M	4828 W BEACH BLVD	GULFPORT	MS	39501
N	143997	0711N-02-100.001	HITE CHARLES H & LUCETA M	4828 W BEACH BLVD	GULFPORT	MS	39501
	32776	0711N-02-036.000	JACKSON PATRICIA A	702 REGNAULT AVE	GULFPORT	MS	39501
	80846	0711O-04-028.014	KAISER ERIC J & JACQUELINE BOLIVAR	4719 FINLEY ST	GULFPORT	MS	39501
	121145	0711N-02-035.001	MALLOY SUSAN H L/E	750 REGNAULT AVE	GULFPORT	MS	39501
	32765	0711N-02-019.000	MCKENZIE JANA P & JAMES T	101 TARPON LANE	BAY ST LOUIS	MS	39520
	91312	0711N-02-101.000	NELSON DONALD D & DEANE A-TRUSTEES-D	4640 WEST BEACH BLVD A2	GULFPORT	MS	39501
	118159	0711N-02-103.005	NEW MILLENNIUM INC	2004 BAYOU LAPORTE DRIVE	BILOXI	MS	39531
N	118162	0711N-02-103.008	NEW MILLENNIUM INC	2004 BAYOU LAPORTE	BILOXI	MS	39531
N	118160	0711N-02-103.006	NEW MILLENNIUM INC	2400 BAYOU LAPORTE DR	BILOXI	MS	39531
N	118157	0711N-02-103.003	NEW MILLENNIUM INC	2004 BAYOU LAPORTE	BILOXI	MS	39531
N	118158	0711N-02-103.004	NEW MILLENNIUM INC	2004 BAYOU LAPORTE	BILOXI	MS	39531
N	118163	0711N-02-103.009	NEW MILLENNIUM INC	2004 BAYOU LAPORTE DR	BILOXI	MS	39531
N	118161	0711N-02-103.007	NEW MILLENNIUM INC	2004 BAYOU LAPORTE DR	BILOXI	MS	39531
	80833	0711O-04-028.001	PRUSSIA STEPHEN LEO & LYNN SMITH	4701 W BEACH BLVD	GULFPORT	MS	39507
	80840	0711O-04-028.008	RIED DEWAINE L & SUSAN E -TRUSTEES-	1405 EAST CIMA DE PINA	PRESCOTT	AZ	86303
	32767	0711N-02-017.000	RIEMANN ERNEST T III	911 WANDA PL	GULFPORT	MS	39501
	36132	0711N-02-062.000	RODGERS GAIL B	711 RUTH AVENUE	GULFPORT	MS	39501
	36135	0711N-02-065.000	SCHMIDT PATRICIA G & KARL	63431 LOWLERY ROAD	AMITE	LA	70422
	32768	0711N-02-016.000	SCOTT DAVID A & CYNTHIA L ELDRIDGE	611 JOSEPH AVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	32775	0711N-02-037.000	SEA FOAM PROPERTIES LLC	1106 2ND STREET	GULFPORT	MS	39501
	91310	0711N-02-100.000	SEIDLER JUDITH K & BRUCE W	537 RUTH AVE	GULFPORT	MS	39501
	147026	0711N-02-100.004	SEIDLER JUDITH K & BRUCE W	537 RUTH AVE	GULFPORT	MS	39507
	36133	0711N-02-063.000	SHADY OAKS VACATION RENTALS LLC	30008 ASHLAKE FARM RD	POPLARVILLE	MS	39470
	32773	0711N-02-039.000	SHARP CYNTHIA GAYLE	620 REGNAULT AVE	GULFPORT	MS	39501
	32774	0711N-02-038.000	SMITH ELMER H JR & JANET B	624 REGNAULT AVE	GULFPORT	MS	39501
N	144202	0711N-02-038.001	SMITH ELMER H JR & JANET B	624 REGNAULT AVE	GULFPORT	MS	39501
	36129	0711N-02-059.000	SMITH TIMOTHY PAUL	718 RUTH AVE	GULFPORT	MS	39501
	91295	0711N-02-067.000	STERLING LANE A & CAROLYN F	23916 FERNIAKE DR	HARBOR CITY	CA	90710
	36136	0711N-02-066.000	THRASH JOE B	2974 N HAMPTON ST NW	WASHINGTON	DC	20015
	32762	0711N-02-021.000	WASSELL SUSAN J -L/E-	721 JOSEPH AVE	GULFPORT	MS	39501

2208PC147

Resubdivision



Legend

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

0 80 160 240

Yards

1 inch = 542 feet

N
W E
S

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

FINLEY SUBDIVISION
REPLAT OF PART OF LOTS 1-4, BLOCK 4, McCAUGHANS GREAT SOUTHERN ADDITION
City of Gulfport, First Judicial District Harrison County
Mississippi

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT AMERICAN MULTICRAFT, LLC, IS THE OWNER OF RECORD OF THE TRACT OF LAND DESCRIBED HEREIN, AND HEREBY DECLARES THIS TO BE THE OFFICIAL PLAT OF FINLEY SUBDIVISION.

WITNESS MY SIGNATURE ON THIS 5TH DAY OF July 2022.

AMERICAN MULTICRAFT, LLC

BY: CHARLES GARY JR., OWNER

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THIS THE 5TH DAY OF July ,2022, WITHIN MY JURISDICTION, THE WITHIN NAMED CHARLES GARY JR., WHO ACKNOWLEDGED TO ME THAT HE IS THE OWNER OF AMERICAN MULTICRAFT, LLC, A LIMITED LIABILITY COMPANY, AND THAT FOR AND ON BEHALF OF SAID CORPORATION AS MEMBER OF SAID LIMITED LIABILITY COMPANY, AND AS THE ACT AND DEED OF SAID CORPORATION AS MEMBER OF SAID LIMITED LIABILITY COMPANY, HE EXECUTED AND DELIVERED THE ABOVE AND FORGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID CORPORATION AND SAID LIMITED LIABILITY COMPANY SO TO DO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5TH DAY OF July, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 78250
Commission Expires
January 20, 2025
JACKSON COUNTY

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____,2022.

KEITH WILLIAMS, CHAIRMAN
GULFPORT CITY PLANNING COMMISSION

GREGORY HOLMES
PLANNING DIVISION ADMINISTRATOR

CITY ENGINEER'S CERTIFICATE OF APPROVAL

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

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2022.

WAYNE E. MILLER, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2022, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES _____.

CITY OF GULFPORT

BY: _____
BILLY HEWES, MAYOR

_____
DATE OF EXECUTION

BY: _____
MUNICIPAL CLERK

_____
DATE OF EXECUTION

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF FINLEY SUBDIVISION WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____ 2022.

DEPUTY CLERK

GARY A. DURBIN, P.L.S. NO. 2401

GARY A. DURBIN
Licensed Professional
Surveyor
PS-2401
STATE OF MISSISSIPPI

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 20__.
IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____ PAGE _____

JOHN MCADAMS, CHANCERY CLERK

SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____2022.

GARY A. DURBIN, P.L.S. NO. 2401

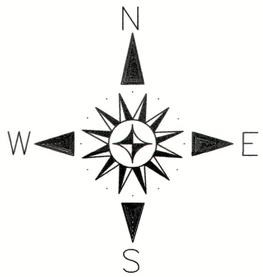
GARY A. DURBIN
Licensed Professional
Surveyor
PS-2401
STATE OF MISSISSIPPI

JOB 10978

SHEET 1 OF 2

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

FINLEY SUBDIVISION
REPLAT OF PART OF LOTS 1-4, BLOCK 4, McCAUGHANS GREAT SOUTHERN ADDITION
City of Gulfport, First Judicial District Harrison County
Mississippi



40 0 40 80 120

SCALE: 1" = 40'

PKS PK NAIL SET
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

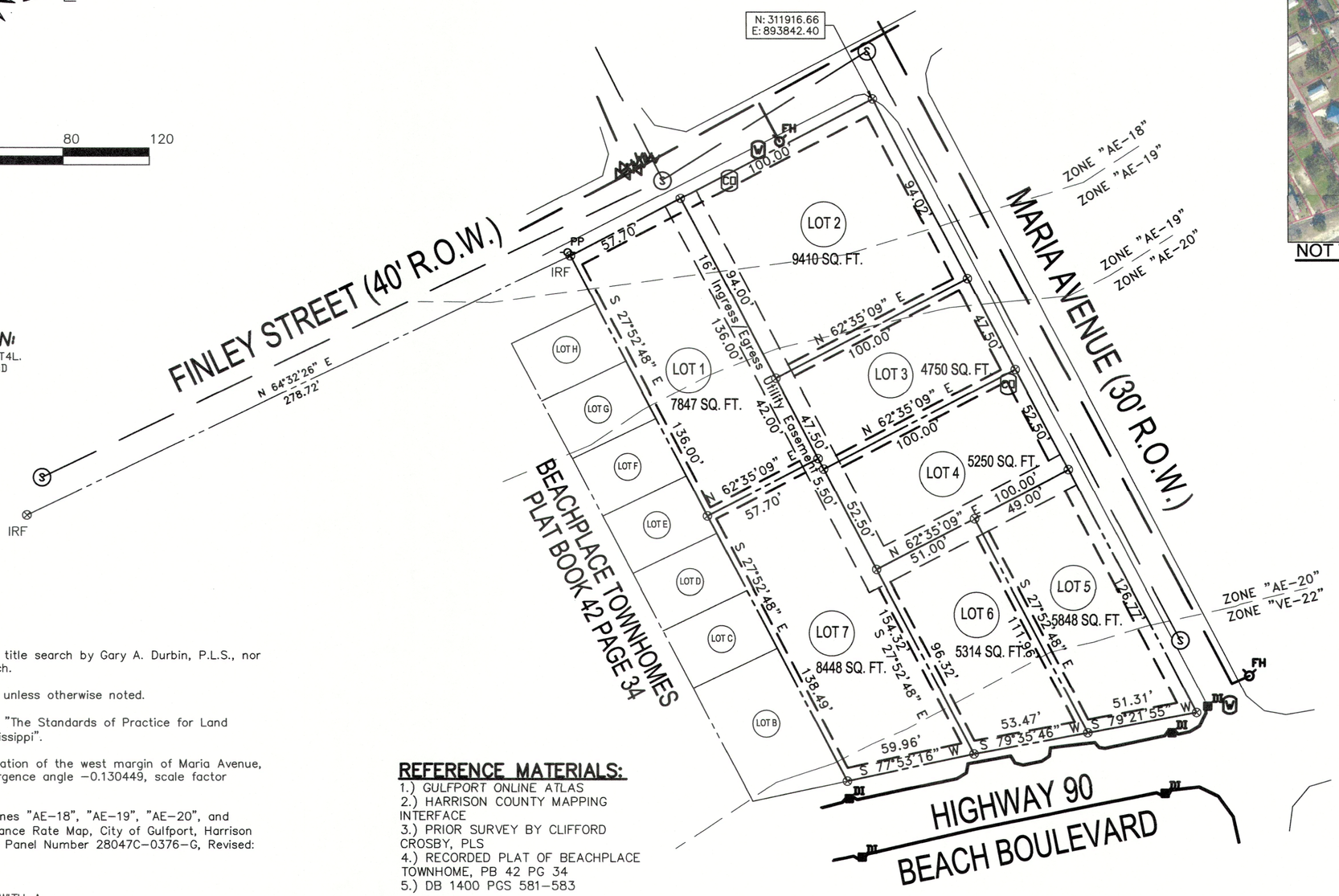
P=PLAT OF RECORD
M=MEASURED
D=DEED

ZONING INFORMATION:

THIS PARCEL OF LAND IS ZONED T4L. REFER TO CITY OF GULFPORT LAND DEVELOPMENT MUNICODE.

SETBACKS:

FRONT 6'
REAR 3'
SIDE 3'



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

All corners 1/2" iron rods set unless otherwise noted.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the west margin of Maria Avenue, NAD 83, MS East Zone, convergence angle −0.130449, scale factor 0.999960.

This property is situated in Zones "AE−18", "AE−19", "AE−20", and "VE−22" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C−0376−G, Revised: 6/16/09.

NOTES:

1.) FIELD SURVEY PEFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECEIVER AND TOPCON GPT− 9005A ROBOTIC TOTAL STATION.
2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
3.) 1/2" X 18" IRON RODS WITH RED PLASTIC CAPS STAMPED "GDURBIN 2401" SET AT ALL LOT CORNERS.
4.) SURVEY CLASS− "B"
5.) TOTAL LOTS − 8
6.) DATE OF FIELD SURVEY− JUNE 01, 2022
7.) THERE IS A 10 FEET WIDE UTILITY EASEMENT RESERVED ALONG ALL FRONT LOT LINES, UNLESS OTHERWISE SHOWN.

REFERENCE MATERIALS:

1.) GULFPORT ONLINE ATLAS
2.) HARRISON COUNTY MAPPING INTERFACE
3.) PRIOR SURVEY BY CLIFFORD CROSBY, PLS
4.) RECORDED PLAT OF BEACHPLACE TOWNHOME, PB 42 PG 34
5.) DB 1400 PGS 581−583

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE F.I.R.M. ZONES AS SHOWN ON THIS PLAT ACCORDING TO MAP NUMBER 28047C−0376−G, DATED JUNE 16, 2009.

VICINITY MAP:

NOT TO SCALE

OVERALL SURVEY DESCRIPTION:

LEGAL DESCRIPTION
(DB 1400 PG 581)

Parcel of land in Lots 1,2,3 and 4, Block 4, McCaughans Great Southern Addition, Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to−wit: Beginning at the Northeast corner of Lot 1, Block 4, McCaughans Great South Addition, also known as the intersection of the West margin of Maria Avenue and the South margin of Finley Street, thence run S 29°06'55" E a distance of 322.57 feet along the West margin of Maria Avenue, run thence S 77°36'10" W a distance of 170.24 feet along the North margin of U.S. Highway 90, run thence N 28° W a distance of 273.65 feet, run thence N 60°53' E a distance of 7.7 feet along the South margin of Finley Street, run thence S 28°52'15" E a distance of 116.45 feet, thence N 60°53' E a distance of 100 feet, run thence N 26°52'15" W a distance of 116.45 feet, run thence N 60°53' E a distance of 50 feet along the South margin of Finley Street to the Point of Beginning.

AND ALSO

(DB 1400 PG 583)

The North 116.65 feet of Lots 2 and 3, Block 4, McCaughans Great Southern Addition to the City of Gulfport, Harrison County, Mississippi, being property acquired by August H. Bosch by virtue of that certain Warranty Deed dated 16th day of February, 1972, in Book 679 at Page 233−234 of the Records of Deeds in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

JOB 10978

SHEET 2 OF 2

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365−3632 Teelokgd@aol.com

06−28−22

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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **General Plan 2208PC148:**

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardnes Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Technical Report

General Plan
(Florence Gardens Phase X)

GENERAL INFORMATION

Case File Number: 2208PC148

Hearing Date: August 25, 2022

Current Zoning/Use: T4+ / Vacant Property

Legal: General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 46-lot residential subdivision, named Florence Gardens Phase X, which is extracted from a larger property. This new subdivision is a continuation of Florence Gardens residential development.

Regulations state that the minimum property size for new single family home in this zoning district is 2,420 square feet with a front yard setback of 0-18 feet and a side yard setback of 0-6 feet. Street access created for this a straight-of-way that is connected to an existing roadways and provides an ingress and egress on Alphabet Road and Music Street.

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Does not meet:
    a. SmartCode street types ST-60-25 AND ST-60-30 do not meet standards. These need to be redesigned to the ST-60-34 or ST-50-30 standard. (Appendix D Article 6)

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states that the covenants for the existing Florence Gardens subdivision will apply for this request.

EXECUTIVE SUMMARY

While mostly meeting city regulations, the project does create a few concerns in regards to street types and lot sizes. SmartCode has maximum setbacks, which may cause problems with the development of the larger lots shown on site. As this problem is created by the development, variances will be unlikely.

Any approval should consider these conditions:

1. Applicant and Planning Commission must agree to a street redesign on types ST-60-25 and ST-60-30 as shown on plans.

pr b

2. Provide sidewalks along Street A connecting lots 40 and 41 on both sides of the street.
3. Provide sidewalks along the Park area on the Street B side.
4. Larger lots may have issues with code maximum setbacks, and will be unlikely to receive variances/warrants based on a hardship requirement.
5. Street trees are required and must be shown at the time of permitting.
6. The park exceeds the lot size allowances of the T4+ district and will need a rezoning or to be broken up into multiple properties for various functions.
7. Provide drainage calculations & plans at time of permitting.
8. Florence Gardens Phase X Zero Lot Line homes shall comply with all Building Code and Fire Code Ordinances. This will include setbacks and fire walls as required. Structures shall comply with the minimum distance between structures.
9. Please provide street name on all documentation for new development.
10. There needs to be a tree survey showing all protected trees. There needs to be a statement that provides what protected trees remain and which trees will be removed. A tree replacement plan needs to be provided. The shape of each lot with existing and proposed locations of structures also needs to be provided. All this is in ordinance chap. 8, sec 8-5

DEPARTMENTAL CONDITIONS

Engineering:	No comments as of 8/18/22.
Public Works:	Conditions: provide drainage calculations & plans at time of permitting. Memo dated 8/18/22.
Traffic and Safety:	No conditions. Memo dated 8/11/22.
Building Code Services:	Conditions: Florence Gardens Phase X Zero Lot Line homes shall comply with all Building Code and Fire Code Ordinances. This will include setbacks and and fire walls as required. Structures shall comply with the minimum distance between structures. Memo dated 8/17/22.
GIS:	No conditions. Memo dated 8/11/22.
Police Department:	No conditions. Memo dated 8/11/22.
Fire Department:	No conditions. Memo dated 8/12/22.
City Arborist:	Conditions: There needs to be a tree survey showing all protected trees. There needs to be a statement that provides what protected trees remain and which trees will be removed. A tree replacement plan needs to be provided. The shape of each lot with existing and and proposed locations of structures also needs to be provided. All this is in ordinance chap. 8, sec 8-5. Memo dated 8/10/2022.

Technical Report

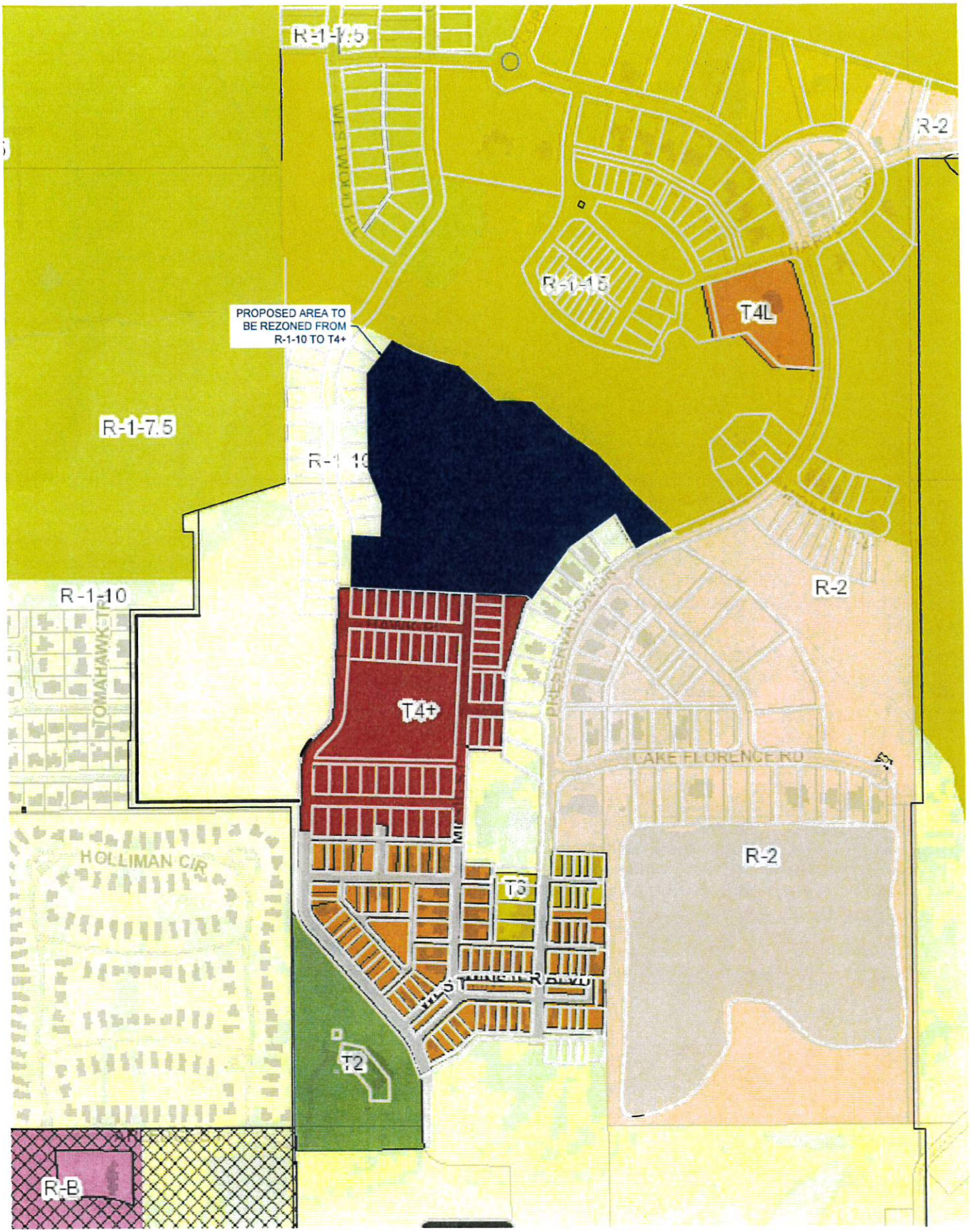
General Plan
(Florence Gardens Phase X)

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

bn



FLORENCE GARDENS, FUTURE PHASING
REZONING PLAN

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

SMARTCODE **TABLE 3C THOROUGHFARE ASSEMBLIES (continued)**

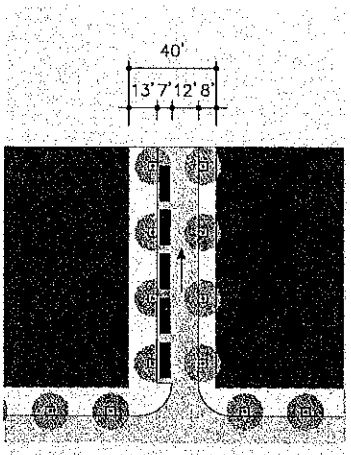
City of Gulfport, Mississippi

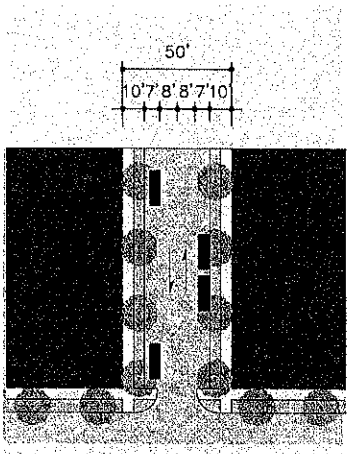
KEY ST-57-20-BL

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation

THOROUGHFARE TYPES

Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Transit Route:	TR





	ST-40-19	ST-50-30
Thoroughfare Type	Street	Street
Transect Zone Assignment	T6, T5	T4, T3
Right-of-Way Width	40 feet	50 feet
Pavement Width	19 feet	30 feet
Movement	Yield Movement	Yield Movement
Design Speed	25 MPH	25 MPH
Pedestrian Crossing Time	3.5 seconds	4.5 seconds
Traffic Lanes	1 lane	2 lanes
Parking Lanes	One Side parallel @ 7 feet marked	Both Sides parallel @ 7 feet unmarked
Curb Radius	15 feet	15 feet
Public Frontage Type	A/G, SF/AW, ST, DY/LC	ST, FC, DY/LC
Walkway Type	13 foot Sidewalk	5 foot Sidewalk
Planter Type	4x4" Tree well	6 foot Continuous planter
Curb Type	Curb	Curb
Landscape Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
Transportation Provision		

SMARTCODE **TABLE 3C THOROUGHFARE ASSEMBLIES (continued)**

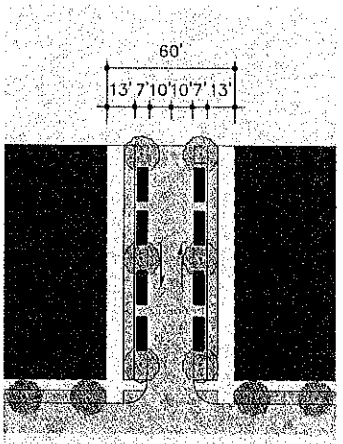
City of Gulfport, Mississippi

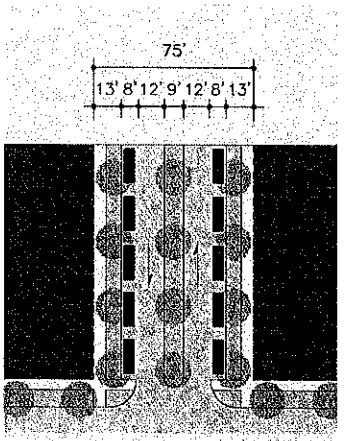
KEY **ST-57-20-BL**

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation

THOROUGHFARE TYPES

Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
Bicycle Trail:	BT
Bicycle Lane:	BL
Bicycle Route:	BR
Path:	PT
Transit Route:	TR





Thoroughfare Type	ST-60-34-VAR	AV-75-40
	Street	Avenue
Transect Zone Assignment	T4, T3	T5, T4, T3
Right-of-Way Width	60 feet	75 feet
Pavement Width	34 feet	40 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	25 MPH
Pedestrian Crossing Time	5.5 seconds	13 seconds
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	Both Sides parallel @ 7 feet marked, may be pervious paved	Both Sides parallel @ 8 feet marked
Curb Radius	10 feet	15 feet
Public Frontage Type	ST, FC, DY/LC, PF	A/G, S/A, ST, FC, DY/LC
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot Continuous planter with stepped-out tree wells	7 foot Continuous planter
Curb Type	Curb or Swale *	Curb or Swale *
Landscape Type	Trees at 50' o.c. Avg.	Trees at 30' o.c. Avg.
Transportation Provision	BR	BR, TR

Cory Long

From: Nick Gant <Nick@bmaengineers.com>
Sent: Thursday, August 18, 2022 5:37 PM
To: Cory Long
Subject: RE: Florence Gardens Phase X

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

A Street – Lincoln Road
B Street – Arbor Circle
C Street – Maya Lane

Thank you,

Nick Gant, PE
Project Engineer

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

"Working to build a better Gulf Coast Community"

nick@bmaengineers.com | www.bmaengineers.com

401 Cowan Rd., Ste. A
Gulfport, MS 39507
Tel: 228.864.7612
Fax: 228.864.7676

131 Rue Magnolia
Biloxi, MS 39530
Tel: 228.436.7612
Fax: 228.436.7676

3221 Market Street
Pascagoula, MS 39567
Tel: 228.436.7612
Fax: 228.436.7676

From: Cory Long <rlong@gulfport-ms.gov>
Sent: Thursday, August 18, 2022 5:35 PM
To: Nick Gant <Nick@bmaengineers.com>
Subject: Florence Gardens Phase X

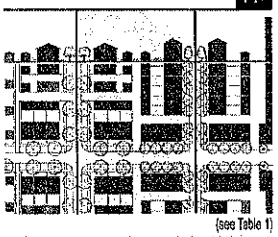
Hey Nick,

Street names again. Send me some street names for phase X please.

Thanks,

R. Cory Long, AICP
Planner III
Department of Urban Development

SECTION 5.4.11b **T4+**



(see Table 1)

BUILDING FUNCTION	(see Tables 10 & 11)
a. Residential	Limited
b. Lodging	Limited
c. Office	Open
d. Retail	Open
BUILDING HEIGHT	(see Table 8)
a. Principal Building	4 Stories max.
b. Outbuilding	2 Stories max.
LOT OCCUPATION	
a. Lot Width	18 ft. min.; 96 ft. max.
b. Lot Coverage	70% max.
BUILDING TYPE	(see Table 9)
a. Edgeyard	permitted
b. Sideyard	permitted
c. Rearyard	permitted
d. Courtyard	permitted
e. Cottage Court	permitted
BUILDING SETBACK	
a. Front Setback	No min.; 18 ft. max.
b. Side Setback	No min.; 6 ft. max.
on 2nd. Frontage	5 ft. min.; 12 ft. max.
c. Rear Setback	3 ft. min.*
for corner lot	3 ft. min.*
d. Frontage Buildout	60% min. at setback
OUTBUILDING SETBACK	
a. Front Setback	Within Third Layer
b. Side Setback	No min.
on 2nd. Frontage	3 ft. min.; 12 ft. max.
c. Rear Setback	3 ft. min.*
for corner lot	3 ft. min.*
PRIVATE FRONTAGES	(see Table 7)
a. Common Lawn	prohibited
b. Porch & Fence	permitted
c. Terrace or L.C.	permitted
d. Forecourt	permitted
e. Stoop	permitted
f. Shopfront & Awning	permitted
g. Gallery	permitted
h. Arcade	prohibited
	Refer to Summary Table 14
PARKING PROVISIONS	
See Tables 11 & 12	

* or 15 ft. from center line of alley

BUILDING HEIGHT

1. Building height shall be measured in number of Stories, excluding a raised Basement or a habitable Attic.
2. Each Story shall not exceed 14 ft. clear, floor to ceiling.
3. Maximum height shall be measured from the Height Baseline to the eaves or roof deck.
4. The vertical distance between the Height Baseline and the first floor shall not exceed 4 feet.

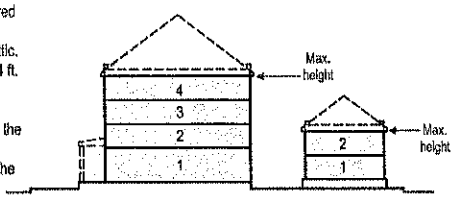
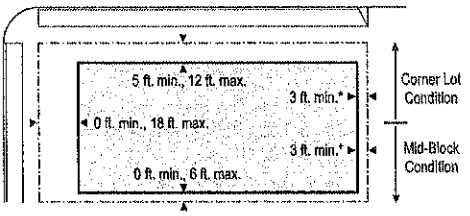


DIAGRAM ABOVE MAY NOT SHOW ACTUAL HEIGHT LIMITS. SEE TABLE AT LEFT.

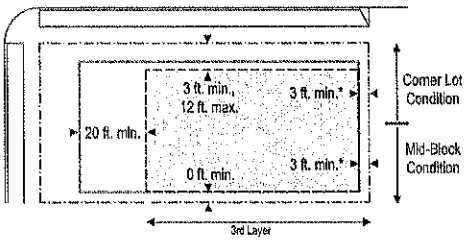
BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot Lines as shown.
2. Buildings shall have Facades along both Primary and Secondary Frontage Lines and Elevations along Lot Lines.
3. Facades shall be built along the Principal Frontage Line to not less than 60% of the length of that Frontage, measured at the maximum allowed front setback.



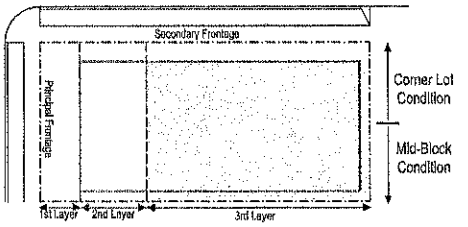
OUTBUILDING DISPOSITION

1. The Facades and Elevations of the Outbuildings shall be distanced from the lot lines as shown.
2. Outbuildings shall be located within the Third Layer (see Table 16D).



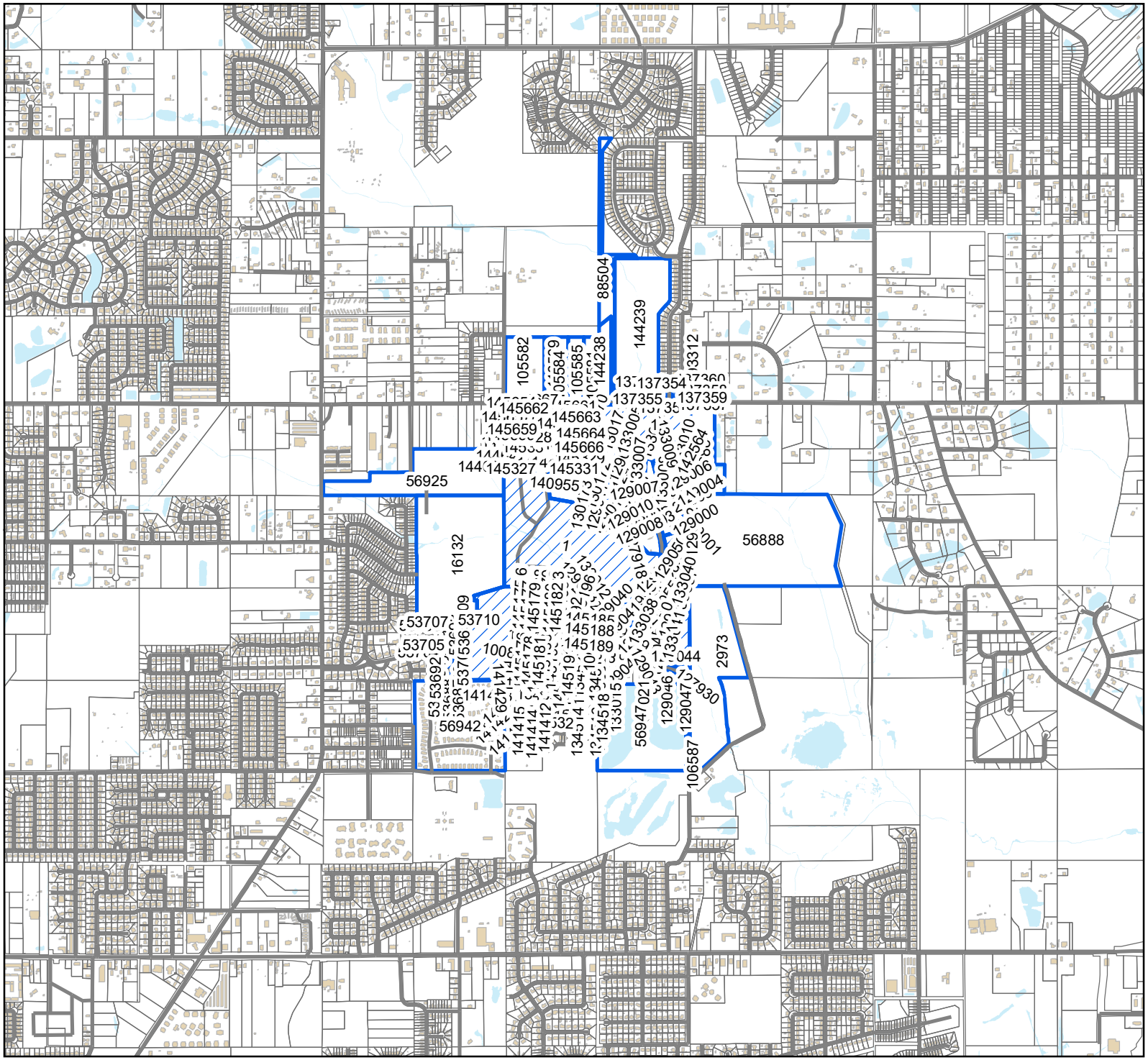
PARKING PROVISIONS

1. Uncovered parking spaces may be provided only within the Third Layer (see Table 16D).
2. Covered parking, if provided, shall be located within the Third Layer.
3. Trash containers shall be stored within the Third Layer, outside the Secondary Frontage setback on a corner location.



2208PC148

General Subdivision Plan



Legend

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

0 330 660 990

Yards

1 inch = 2,000 feet

N
W E
S

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

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

APPLICATION FOR GENERAL SUBDIVISION PLAN

For Staff Use Only

Case File #: 2208PC148

Date Received: 7-5-22

Receipt #:

Received By:

Zoning: R-1-10, TH+ R-1-7.5, R-1-15, R-2

Ward: 6 Flood: X, AE

Size: 166 acres

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL #

0	9	0	8	C	–	0	1	–	0	0	1	●	0	0	0
0	9	0	8	E	–	0	1	–	0	0	1	●	0	0	1
					–			–				●			

Address of Property Involved:

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: South of Fritz Creek, East of Alphabet Road, North of Hawk Place, West of Preservation

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into ~~43~~ 46 NG lots for the purpose of sale from home development

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
Florence Gardens, LLC	Brown, Mitchell & Alexander, Inc.
Printed Name Of Owner	Printed Name Of Agent
12321 Preservation Drive	131 Rue Magnolia
Mailing Address	Mailing Address
Gulfport MS 39503	Biloxi MS 35930
City State Zip code	City State Zip code
(228) 539-5039 (Office)	(228) 436-7612
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
228-575-7738	nick@bmaengineers.com
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

June 29, 2022

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

RE: Authority to Act as Agent
Florence Gardens
Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Fritz Creek, East of Alphabet Road, North of Hawk Place, West of Preservation Drive.

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining General Subdivision Plan approval with the City of Gulfport.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 48971
MICHELLE RAE PHILLIPS
Commission Expires
April 29, 2025
JACKSON COUNTY

P:\3405-26 Phase X\General Plan\LTR Authority to Act as Agent.docx

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with **Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000**.

_____ DATE: 6-29-22
FLORENCE GARDENS, LLC

PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 29th day of June, 2022.

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 48971
MICHELLE RAE PHILLIPS
Commission Expires
April 29, 2025
JACKSON COUNTY

June 29, 2022

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

RE: Covenants
Florence Gardens
Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Fritz Creek, East of Alphabet Road, North of Hawk Place, West of Preservation Drive.

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 48971
MICHELLE RAE PHILLIPS
Commission Expires
April 29, 2025
JACKSON COUNTY

P:\3405-26 Phase X\General Plan\LTR Covenant Declaration.docx

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi

FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.
Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I:
Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.

c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.

d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on ***Exhibit A.*** The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, my elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:
Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:
Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:
Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself of its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:
Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:
Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership . The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members . The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions . The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:
Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property ..... Section 2.3
Repeal of Additional Services ..... Section 6.2
Election of the Board of Directors ..... Section 6.12
Approval of General Assessments when increased more than 15% ..... Section 8.4
Ratification of expenditures for capital improvements ..... Section 8.6
Approval of Zone expenses ..... Section 8.7
Amendment of Declaration ..... Section 13.1
Dedication of the Commons ..... Section 13.2
Merger into, or Dedication of Commons to, Municipality ..... Section 13.4
Termination of the Declaration ..... Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:
Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX: Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in it sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X: Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

(a) General Assessments for expenses included in the budget,

(b) Special Assessments for the purposes provided in this Declaration,

(c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and

(d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot is owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar ($1.00) for every ten thousand dollars ($10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI: Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appeasable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet on less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorizes Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII: Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII: Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:
General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

131 Rue Magnolia
Biloxi, MS 39530
228-436-7612

3221 Market Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

July 5, 2022

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

RE: Application for General Subdivision Plan
Florence Gardens, LLC
Gulfport, Mississippi

Dear Mr. Holmes:

Enclosed is a complete Application for General Subdivision Plan for Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000. Please find attached the following:

- Application for General Subdivision Plan,
- Seven (7) printed and two (2) electronic copies of the General Subdivision Plan
- Proof of ownership (Warranty Deed),
- Notarized authority to act as agent for owner,
- No restrictive covenants letter
- Declaration of development covenants
- Check for subdivision application fees ($430)

Brown, Mitchell & Alexander, Inc. (BMA) hereby requests, on behalf of our client, Florence Gardens, LLC to subdivide Tax Parcel No(s): 908E-01-001.001 & 908C-01-001.000 into 43 new lots for the purpose of sale for home development.

BMA will represent the applicant / owner in all matters involving this request for subdivision in the above mentioned parcel. Owner: Florence Gardens, LLC, 12321 Preservation Drive, Gulfport, MS 39503.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Nicholas Gant, P.E.
Project Engineer

Attachments

SITEWORK PLANS

FOR

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

PREPARED FOR

FLORENCE GARDENS, LLC

12321 PRESERVATION DRIVE GULFPORT, MS 39503
PH (228) 539-5039

PRELIMINARY

JULY, 2022

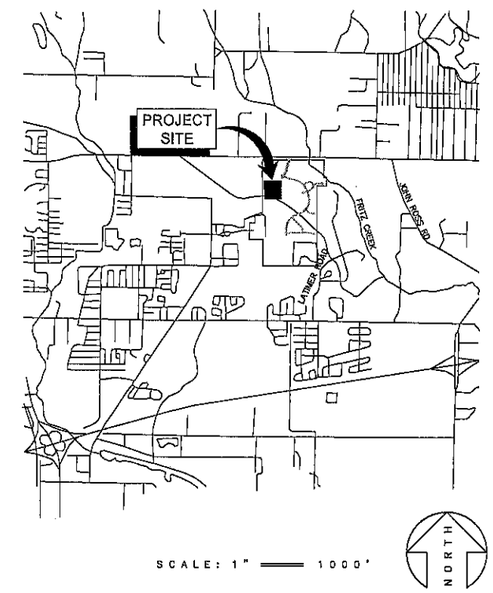
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612

131 Rue Magnolia Biloxi, MS 39530 (228)436-7612

3221 Market Street Pascagoula, MS 39567 (228)864-7612

LOCATION MAP



SHEET INDEX

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BMA No. 3405-26 SET NO.

3405-26 FLORENCE GARDENS, PHASE X

C-001

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

GENERAL NOTES

1. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) OR (811) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. THE OWNER MUST BE CONTACTED SEPARATELY TO LOCATE THEIR PRIVATELY OWNED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO UTILITIES THAT RESULT FROM CONTRACTOR'S WORK. ANY COST ASSOCIATED WITH REPLACING/REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC AND PRIVATE UTILITIES, SEE BELOW:

AT&T (BELL SOUTH)	228-557-6123
MISSISSIPPI POWER COMPANY	228-867-6343
COAST ELECTRIC	228-832-1761
CENTERPOINT	228-896-7500
CABLE ONE	228-374-5900
CITY OF GULFPORT PUBLIC WORKS	228-868-5742

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES WITHIN THE PROJECT LIMITS LOCATED AND THOSE LOCATIONS UPDATED AS NECESSARY DURING THE PROJECT.
4. ADJUSTMENTS TO PRIVATE UTILITIES (I.E. GAS, POWER, ELECTRIC, COMMUNICATION, ETC.) SHALL BE MADE BY OTHERS BUT SHALL BE COORDINATED BY CONTRACTOR.
5. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MATERIAL, MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ANY LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, CODES, RULES OR REGULATIONS THAT APPLY TO ANY PORTION OF CONSTRUCTION OF THIS PROJECT.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY LOCAL, STATE AND FEDERAL PERMITS OR LICENSES REQUIRED FOR CONSTRUCTION OF THIS PROJECT, OTHER THAN THOSE OBTAINED BY THE OWNER.
8. BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
9. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE ENGINEER.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH AROUND SUBSURFACE STRUCTURES AND LINES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES OR LINES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A SAFE AND HEALTHY WORK SITE.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS, EQUIPMENT, AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE
13. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL MEANS & METHODS, AS WELL AS, PROPER CONSTRUCTION SEQUENCING. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A PROGRESS SCHEDULE OUTLINING THE INTENDED SEQUENCE OF CONSTRUCTION.
14. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT GULFPORT CONSTRUCTION STANDARDS.

ROADWAY & CONCRETE WORK

1. BASE AND PAVEMENT FOR STREET INTERSECTION AND ADJACENT ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY.
2. WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.
3. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.
4. ALL RADII ARE TO BE FIELD DETERMINED. RADII SHOWN ON THE PLANS ARE APPROXIMATE.
5. ALL CONCRETE SHALL BE CLASS "B", 3,000 PSI UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¾", UNLESS OTHERWISE NOTED. MATERIALS, PLACEMENT AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. EDGES OF ASPHALT AND CONCRETE TO BE REMOVED SHALL BE CUT AT ADJACENT PAVEMENT, WALKWAYS AND DRIVEWAYS. OTHER SURFACES TO REMAIN MUST BE SAW CUT. SAW CUTTING OF ASPHALT AND CONCRETE SHALL BE ABSORBED IN THE APPLICABLE DEMOLITION PAY ITEM.
7. CRUSHED STONE BASE WILL BE PAID BASED ON THE LINES AND GRADES SHOWN ON THE PLANS.

EARTHWORK

1. ALL SOILS DISTURBED SHALL BE COMPACTED TO 95% PER ASTM D 1557 IN 8" LIFTS BENEATH ROADWAY AND 92% PER ASTM D 1557 IN 8" LIFTS FOR DISTURBED SOILS BEYOND THE ROADWAY.

SURFACE DRAINAGE & GRADING

1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE SITE AT ALL TIMES DURING THE COURSE OF THE PROJECT.
2. CONTRACTOR SHALL PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. CONTRACTOR SHALL NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. CONTRACTOR SHALL REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERGROUND FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADE AND FOUNDATIONS. CONTRACTOR SHALL PROVIDE AND MAINTAIN PUMPS, WELL POINTS, SUMPS, SUCTION AND DISCHARGE LINES, AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONTRACTOR SHALL ESTABLISH AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. CONTRACTOR SHALL NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES, DEWATERING SYSTEMS AND ESTABLISHMENT AND MAINTENANCE OF TEMPORARY DRAINAGE SHALL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHOULD BE ABSORBED IN OTHER BID ITEMS.
3. THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND ELEVATIONS FOR TIE IN POINTS TO EXISTING PAVEMENT AND NOTIFY ENGINEER OF ANY VARIATIONS GREATER THAN 0.1' TWO (2) WEEKS PRIOR TO ANY FINAL GRADING, BASE, OR PAVEMENT CONSTRUCTION TO ALLOW FOR NECESSARY REVISIONS TO THE GRADING PLAN BY THE ENGINEER.
4. IF SPECIFIC GRADES OR SLOPES ARE NOT SHOWN FOR WORK IN ANY AREA, CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS ACHIEVED AND TIE INTO EXISTING CONDITIONS WITH A MINIMUM SLOPE OF 1% IN GRASSED AREAS AND 0.5% ON PAVED SURFACES, UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.

SUBSURFACE DRAINAGE

1. TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL REINFORCED PIPE (ROUND AND ARCH) SHALL BE SUPPLIED WITHOUT LIFTING (PICK-UP) HOLES.
3. FLARED END SECTIONS (ALL SIZES) MAY BE FURNISHED WITH EITHER BELL & SPIGOT OR TONGUE & GROOVE JOINTS.
4. ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS, AND DEPTH OF PIPE.
5. PIPE LENGTHS ARE MEASURED FROM INSIDE FACE OF BOX TO INSIDE OF BOX.
6. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
7. CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65" X 40" AND SMALLER. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AND THE COST SHALL BE ABSORBED.
9. NO IMPROVEMENT SHALL INTERFERE OR BLOCK DRAINAGE.
10. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADE SHALL BE FIELD DETERMINED AT NO ADDITIONAL COST TO MATCH FINISH GRADE AND PROVIDE PROPER DRAINAGE.
11. PAYMENT FOR STEPS AND INSTALLATION OF STEPS IN DRAINAGE STRUCTURES SHALL BE AN ABSORBED ITEM. STEPS ARE REQUIRED IN ANY BOX DEEPER THAN 3'.
12. REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
13. RECONNECTING EXISTING PIPES TO NEW DRAINAGE STRUCTURES SHALL BE ABSORBED, INCLUDING ANY DISCOVERED PIPES THAT NEED TO BE CONNECTED.

UTILITIES GENERAL

1. CONTRACTOR SHALL EXPLORE AHEAD (SURFACE AND SUBSURFACE) 200 FEET OF THE PIPE BEING LAID SO THAT NECESSARY ADJUSTMENTS CAN BE MADE IN THE ALIGNMENT OF THE PIPE IN CASE OF CONFLICTS WITH EXISTING STRUCTURES, UTILITIES, OR ANY OTHER KNOWN OR UNKNOWN OBSTRUCTIONS.
2. CONTRACTOR SHALL CAREFULLY CHECK ALL WATER, SEWER, DRAINAGE AND UNDERDRAIN CROSSINGS AND SHALL INSTALL ALL WATER SERVICES, SEWER SERVICES, WATER PIPE(S), ETC. AT AN ELEVATION WHICH WILL AVOID ALL CONFLICTS AND IN ACCORDANCE WITH MINIMUM COVER AND SLOPE REQUIREMENTS.
3. CONTRACTOR SHALL COORDINATE CONNECTION TO EXISTING WATER AND SEWER SYSTEM WITH THE OWNER OF THE UTILITIES AND ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGED SANITARY SEWER PIPES AND APPURTENANCES, STORM DRAIN PIPES AND APPURTENANCES, WATER PIPES AND APPURTENANCES, DRAINAGE STRUCTURES, OR ANY OTHER EXISTING STRUCTURES OR OBSTRUCTION WHICH, IN THE OPINION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, WAS DAMAGED BY THE CONTRACTOR. CONTRACTOR SHALL HAVE ON HAND AT ALL TIMES THE NECESSARY FITTINGS AND ACCESSORIES NEEDED TO PERFORM EMERGENCY REPAIR ON ANY EXISTING SANITARY SEWER PIPE, WATER PIPE, STORM DRAIN, FORCE MAIN, SERVICES, ETC. SHOULD THE PIPE(S) OR SERVICE(S) BE DAMAGED DURING CONSTRUCTION.
5. AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8 INCH SHEET RUBBER.

WATER UTILITIES

1. IF WATER PIPE(S) CROSSING SANITARY SEWERS CANNOT MAINTAIN 18" VERTICAL SEPARATION ABOVE THE SEWER PIPE OR IF IT CROSSES UNDER SEWER PIPE, THE WATER PIPE MUST BE DUCTILE IRON. (PER THE SPECIFICATIONS AND DETAILS)

SEWER UTILITIES

1. THE CONTRACTOR SHALL NOT OPERATE ANY VALVE OR PUMP STATION, PLUG ANY SEWER PIPE OR DISCONTINUE ANY SERVICE WITHOUT SPECIFIC PERMISSION FROM THE OWNER OR HIS AUTHORIZED REPRESENTATIVE.
2. ALL MANHOLES SHALL BE A MINIMUM FOUR FEET (4') IN DIAMETER UNLESS OTHERWISE NOTED ON THE DRAWINGS. LARGER DIAMETER MANHOLES SHALL BE USED WHERE PIPE DIAMETER, DEPTH OF CUT OR THE CONNECTION OF AN INTERIOR DROP ASSEMBLY DICTATE. LARGER MANHOLES SHALL BE USED ON ANY MANHOLE SIXTEEN FEET (16') OR GREATER IN DEPTH.
3. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL SEWER MANHOLES AT NO ADDITIONAL COSTS.
4. ALL MANHOLES WITHIN THE FLOOD ZONE SHALL HAVE WATERTIGHT MANHOLE CASTINGS.
5. CONTRACTOR SHALL VIDEO INSPECT NEW SANITARY SEWER MAINS AND SERVICES INSTALLED AS PART OF THE PROJECT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

EROSION CONTROL

1. CONTRACTOR SHALL STRICTLY ADHERE TO THE STORMWATER POLLUTION PREVENTION PLAN AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) PERMIT. OMISSIONS TO THESE PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING PROTECTION OF ONSITE AND OFFSITE DRAINAGE SYSTEMS FROM SEDIMENT TRANSPORT. ANY FAILURES OF THE PROTECTIVE MEASURES SHOWN ON THESE PLANS OR IN THE SPECIFICATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ANY CORRECTIVE MEASURES REQUIRED TO STAY IN COMPLIANCE OF THE MDEQ PERMIT SHOULD BE COORDINATED WITH THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO INSPECT AND SUBMIT REPORTS ON SITE CONDITIONS PER THE STORMWATER PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN EROSION CONTROL PLAN BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT SAID PLAN TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED EROSION CONTROL PLANS NOTING FAILURE AND CORRECTIVE ACTIONS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO THE REQUIREMENTS OF THE GENERAL STORMWATER PERMIT.
3. THE CONTRACTOR SHALL MONITOR THE SITE FOR COMPLIANCE WITH THE CNOI AND SHALL PRODUCE REPORTS IN ACCORDANCE WITH THE CNOI.
4. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF ANY TEMPORARY EROSION CONTROL MEASURE(S) NECESSARY TO CONTROL SILTATION.
5. CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SILTATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING. THE USE OF HAY BALES IS PROHIBITED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS DURING THE ENTIRE COURSE OF THE PROJECT PER ACCEPTABLE/APPROVED STORMWATER BEST MANAGEMENT PRACTICES. THE (BMPS) SHALL BE IN ACCORDANCE WITH MDEQ'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.
6. SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
7. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY, EASEMENTS AND/OR PROJECT LIMITS SHALL BE GRASSED PER THE SPECIFICATIONS. ACCEPTANCE SHALL BE BASED ON SATISFACTORY GROWTH AND COVERAGE OF SEED(S) PLANTED.
8. EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
9. WHERE APPLICABLE ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION ENTRANCE. A CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
10. CONTRACTOR SHALL KEEP ALL ADJACENT ROADWAYS CLEAN OF DIRT AND DEBRIS AT ALL TIMES AND SHALL SWEEP STREETS DAILY, IF NECESSARY.
11. TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN IMMEDIATELY WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOURTEEN DAYS OR MORE.
12. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
13. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE PERFORMED OFFSITE.
14. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.
15. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK. IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES, ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
16. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
17. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ONE-HALF THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
18. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
20. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.
21. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

1. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, MAINTENANCE LIMESTONE, TRAFFIC CONTROL DEVICES, SUPERVISION, AND OTHER ITEMS CONCERNING TRAFFIC CONTROL. THERE SHALL BE NO OTHER PAYMENTS MADE FOR THIS WORK. TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD).
2. CONTRACTOR SHALL INVENTORY ALL EXISTING SIGNS AND LOCATIONS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REMOVE, SAFELY STORE TO PREVENT DAMAGE AND REINSTALL ANY STREET SIGNS IMPACTED BY THE PROJECT. ONLY SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REMOVED. ANY SIGNS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO MUTCD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST MUTCD BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED TRAFFIC CONTROL PLANS.
4. STRIPED MARKINGS ON BARRICADES WITH STRIPE ANGLING DOWNWARD ON A 45-DEGREE ANGLE DOWN AWAY FROM THE OBSTRUCTION OR ANGLE DOWN IN THE DIRECTION OF TRAFFIC DETOUR IS EXPECTED TO FOLLOW.
5. ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND REMAIN IN PLACE FOR THE EXTENT OF THE PROJECT.
6. REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. LOST OR DAMAGED SIGNS SHALL BE REPLACED IMMEDIATELY. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.
7. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THE PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR. COST TO BE ABSORBED IN MAINTENANCE OF TRAFFIC.
8. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
9. ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUNDS.
10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
11. ALL PLASTIC DRUMS AND CONES SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

EXISTING LEGEND

Symbol	Description
— — — — —	PROPERTY LINE
— — — — —	EASEMENT LINE
~~	TREE LINE
— · · — · · —	CENTERLINE OF DITCH
— — — — —	TOE OF DITCH BANK
—— —— ——	TOP OF DITCH BANK
—— X —— X ——	FENCE LINE
— — —SS— — —SS— — —SS— — —SS-	SEWER MAIN
— — —W— — — —W— — — —W— — —	WATER MAIN
— — — —FM— — — —FM— — — —FM— — — —FM -	SEWER FORCE MAIN
— — — —FO— — — —FO— — — —FO— — — —FO -	FIBER OPTIC
— — — —G— — — —G— — — —G— — — —G -	GAS MAIN
— — — —T— — — —T— — — —T— — — —T -	TELEPHONE LINE
———— OHE ————	OVERHEAD ELECTRIC LINE
———— UGE ————	UNDERGROUND ELECTRIC LINE
= = = = = = =	DRAINAGE LINE
---- 10 ----	CONTOUR LINE
(S)	SEWER MANHOLE
[L]	SEWER LIFT STATION
(CO)	SEWER CLEANOUT
(ARV)	AIR RELEASE VALVE
	FIRE HYDRANT
[W]	WATER VALVE
(W)	WATER METER
	FIRE DEPT. CONNECTION
(G)	GAS METER
(D)	DRAINAGE MANHOLE
	CURB INLET
	DRAINAGE INLET
PP	POWER POLE (WITH GUY)
AND	LIGHT POLE
(E)	ELECTRIC METER
XFMR	ELECTRIC TRANSFORMER
(C)	COMMUNICATIONS MANHOLE
[T]	TELEPHONE PEDESTAL
(M)	MAILBOX
	SIGN
FP	FLAG POLE
IRF	IRON ROD FOUND
	IRON ROD SET
X 0.00	SPOT ELEVATION
	BENCHMARK

PROPOSED LEGEND

Symbol	Description
X X X X X X X	LINE TO BE DEMOLISHED
\\\\\\\\	LINE TO BE ABANDONED
—— ··· —— ··· ——	DITCH CENTERLINE
— — — — —	TOE OF DITCH BANK
—— —— ——	TOP OF DITCH BANK
—— X —— X —— X ——	CHAIN LINK FENCE
—□—□—□—□—□—	TEMPORARY SILT FENCE
/\/\/\/\	STRAW WATTLE
———— 4"S ————	4" SEWER MAIN
———— 6"S ————	6" SEWER MAIN
———— 8"S ————	8" SEWER MAIN
———— 10"S ————	10" SEWER MAIN
———— 12"S ————	12" SEWER MAIN
———— 15"S ————	15" SEWER MAIN
—— FM ———— FM ——	SEWER FORCE MAIN
———— 4"W ————	4" WATER MAIN
———— 6"W ————	6" WATER MAIN
———— 8"W ————	8" WATER MAIN
———— 10"W ————	10" WATER MAIN
———— 12"W ————	12" WATER MAIN
—— F ———— F ——	FIRE LINE
	DRAINAGE LINE
---- [10] ----	CONTOUR LINE
	SS-2 CURB INLET
	SS-2 (10') CURB INLET
	SS-2 (15') CURB INLET
(D)	DRAIN MANHOLE
	DRAIN INLET
	NYLOPLAST INLET
	FLARED END SECTION
	PROPOSED GRADE
(S)	SEWER MANHOLE
(CO)	SEWER CLEANOUT
[L]	SEWER LIFT STATION
(ARV)	AIR RELEASE VALVE
	FIRE HYDRANT
[BFP]	BACKFLOW PREVENTER
[W]	WATER VALVE
(W)	WATER METER
	FIRE DEPT. CONNECTION
	REDUCER
	INLET PROTECTION

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3221 Market Street, Pascagoula, MS 39567 (228)864-7612
www.bmaengineers.com

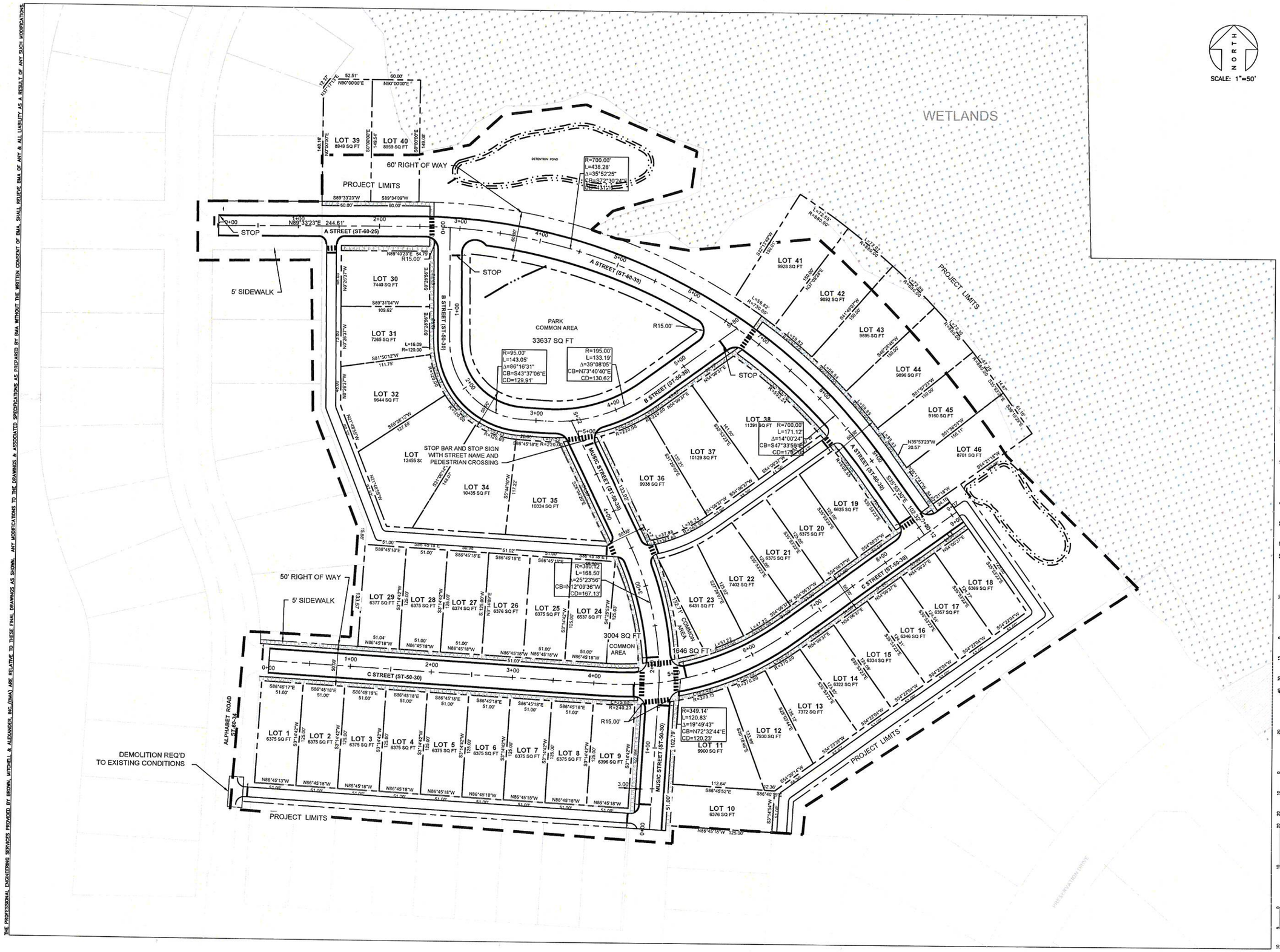
PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI
GENERAL NOTES & LEGENDS

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	NA
BMA#	3405-26
FILE	3405-26 SITE

SHEET
C-002



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PRELIMINARY

REV	DATE	BY

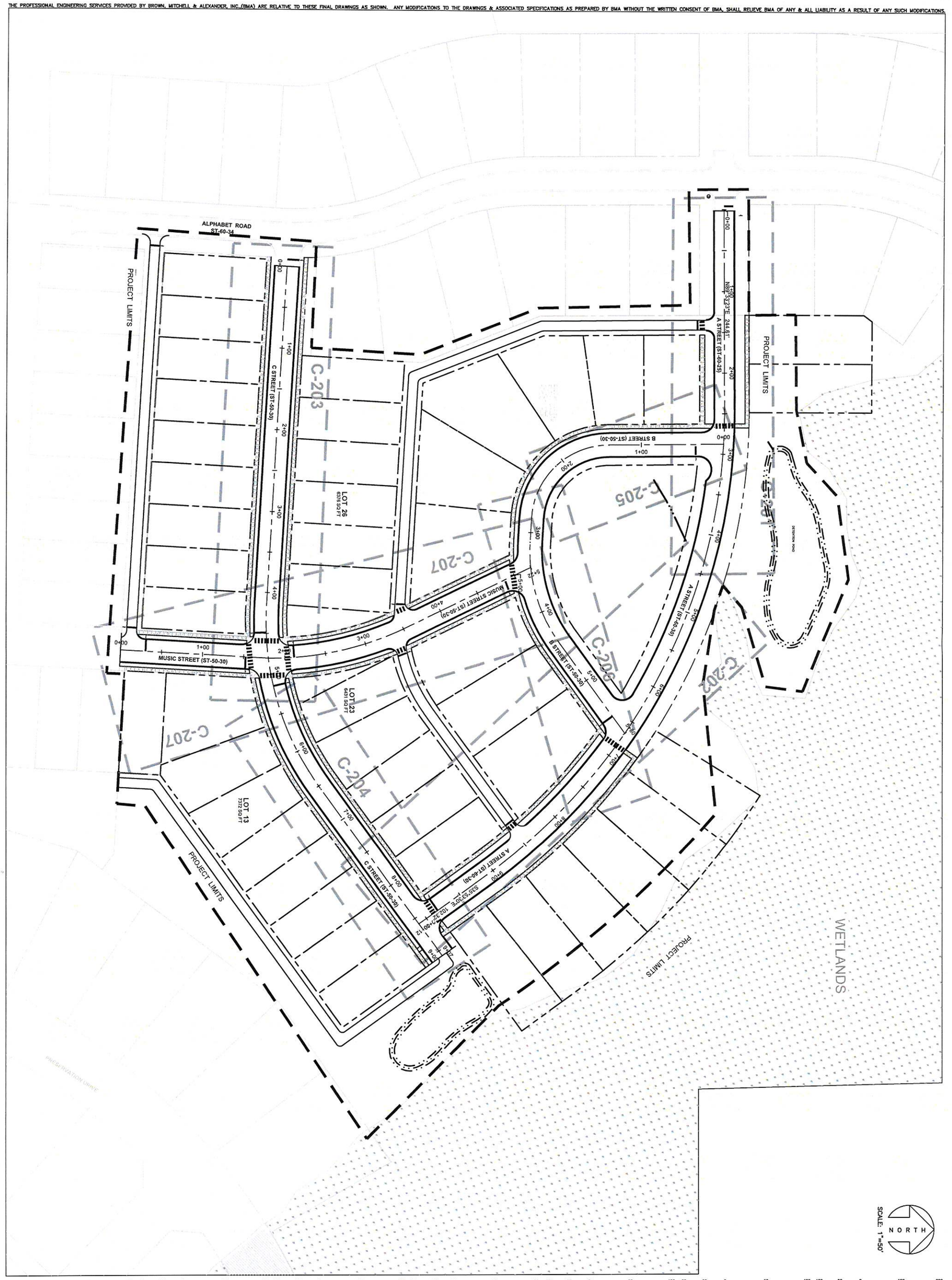
FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

SITE PLAN

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	1"=50'
BMA #	3405-26
FILE	3405-26 SITE

SHEET
C-121

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



SHEET C-122

CAD DWG/ENG
CHKD BY
DATE 09-08-21
SCALE 1"=50'
BMA # 3405-26 SITE
FILE

FLORENCE GARDENS

PHASE X

GULFPORT, MISSISSIPPI

PROFILE SHEET LAYOUT

REV | DATE | BY

PRELIMINARY

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CONSULTING ENGINEERS
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PRELIMINARY

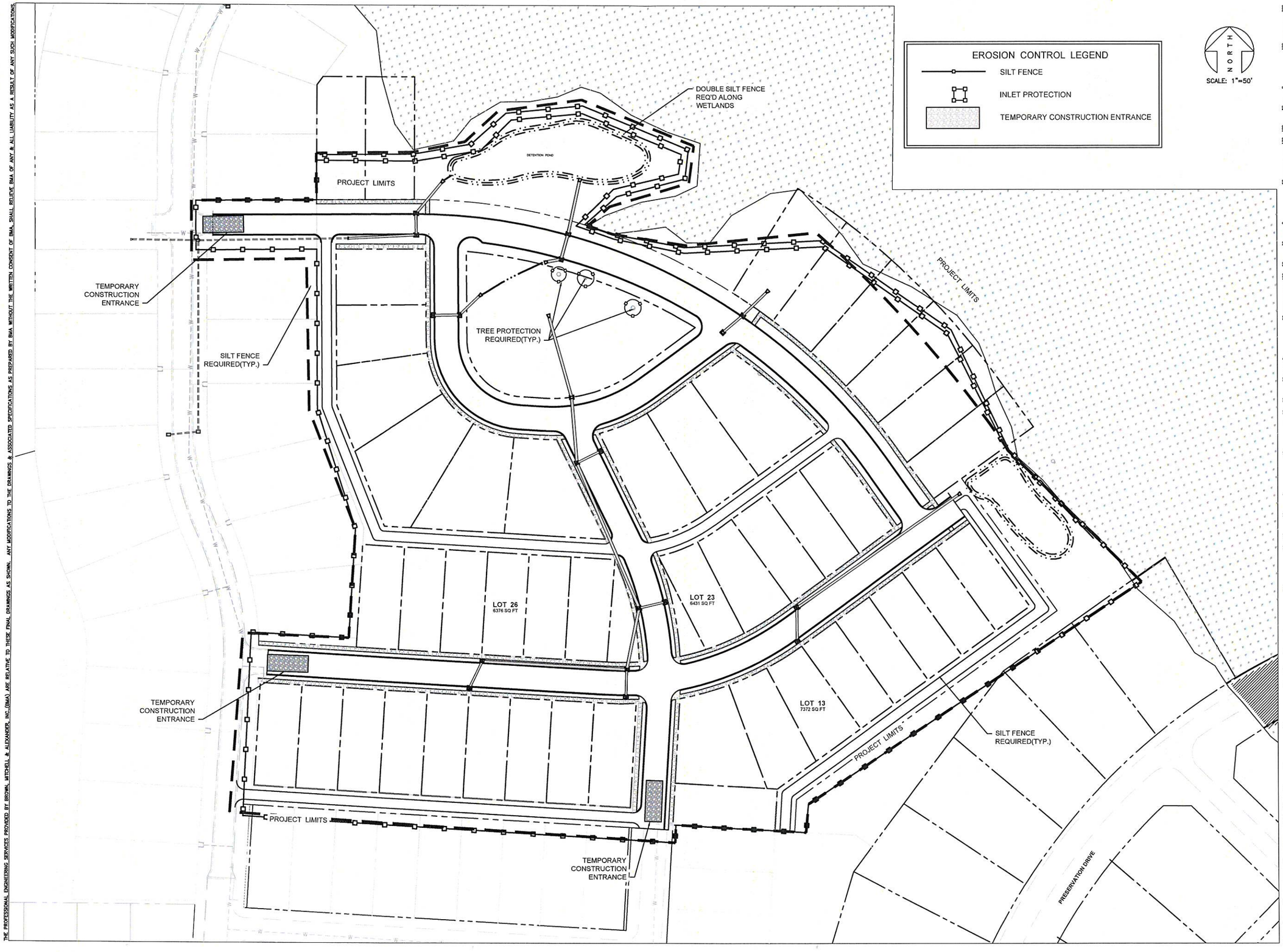
REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

GRADING AND DRAINAGE PLAN

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	1"=50'
BMA #	3405-26
FILE	3405-26 SITE

SHEET
C-131



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PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

EROSION CONTROL PLAN

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	1"=50'
BMA #	3405-26
FILE	3405-26 SITE

SHEET
C-141

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

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PRELIMINARY

REV	DATE	BY

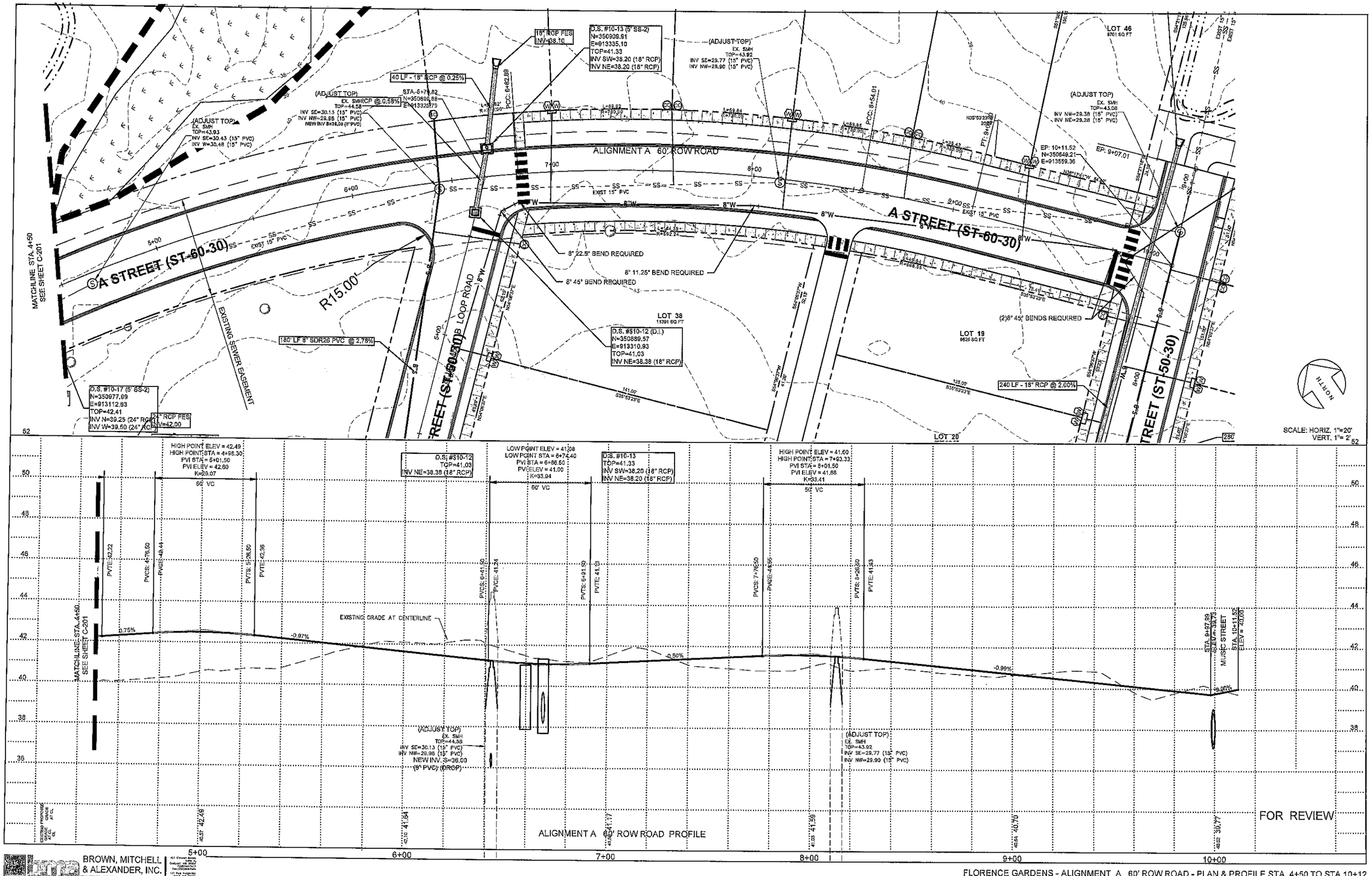
FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

SITE UTILITY PLAN

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	1"=50'
BMA #	3405-26
FILE	3405-26 SITE

SHEET
C-151

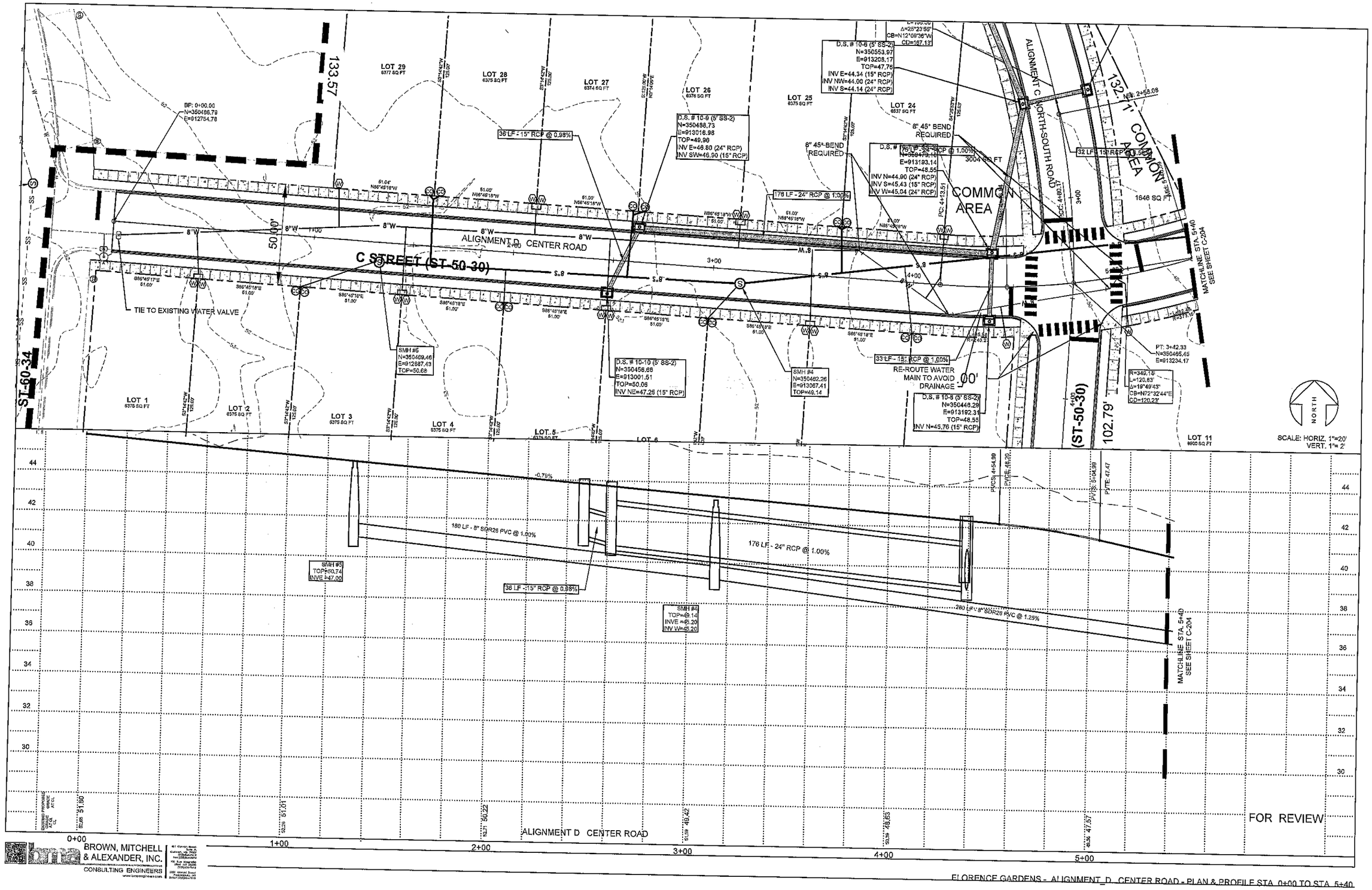
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT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



BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

FLORENCE GARDENS - ALIGNMENT_A 60' ROW ROAD - PLAN & PROFILE STA. 4+50 TO STA.10+12

SHEET C-202



BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

FLORENCE GARDENS - ALIGNMENT_D_CENTER ROAD - PLAN & PROFILE STA. 0+00 TO STA. 5+40

SHEET C-203

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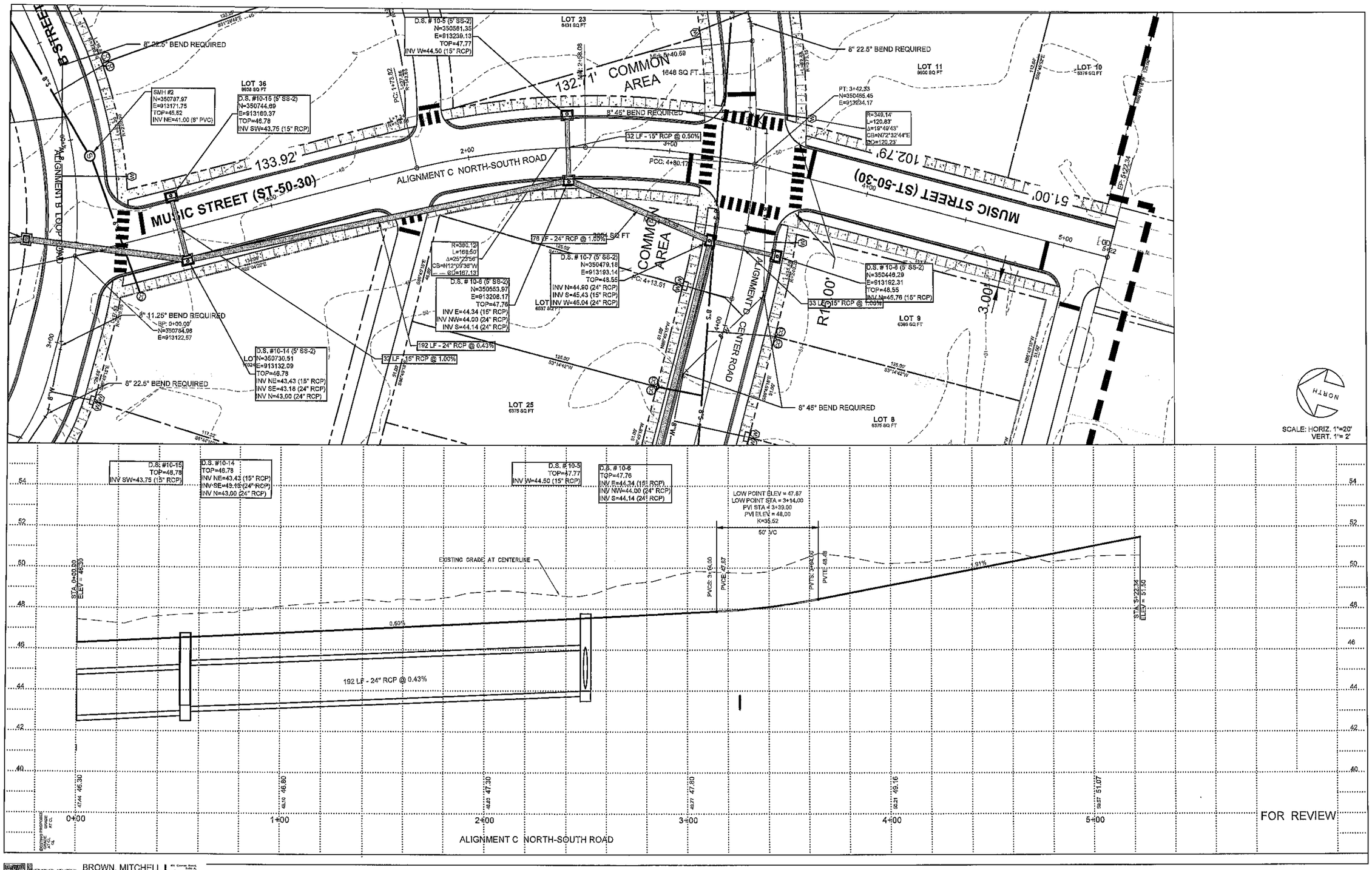

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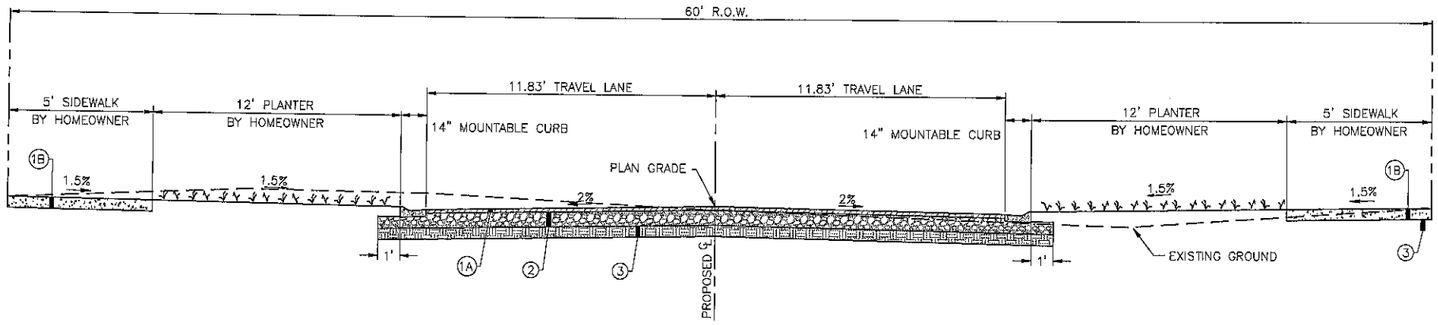
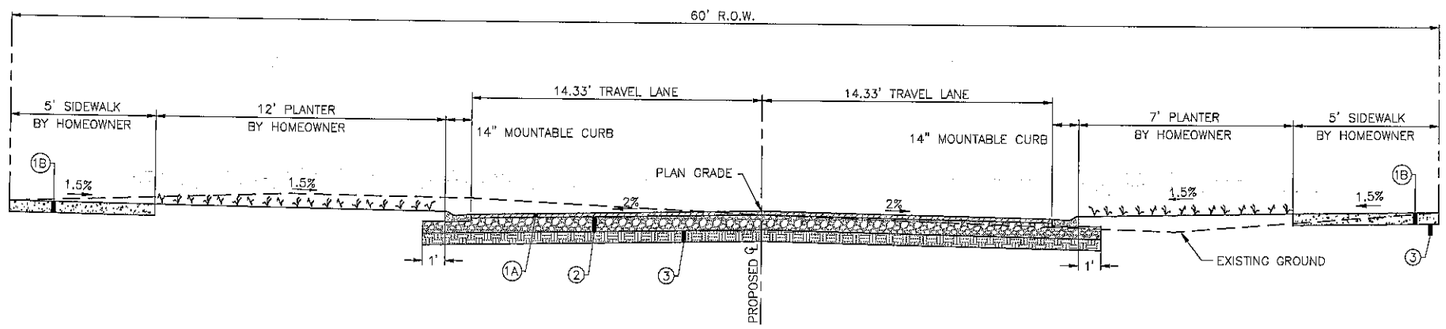
CONSULTING ENGINEERS

FLORENCE GARDENS - ALIGNMENT_C NORTH-SOUTH ROAD - PLAN & PROFILE STA. 0+00 TO STA. 5+22

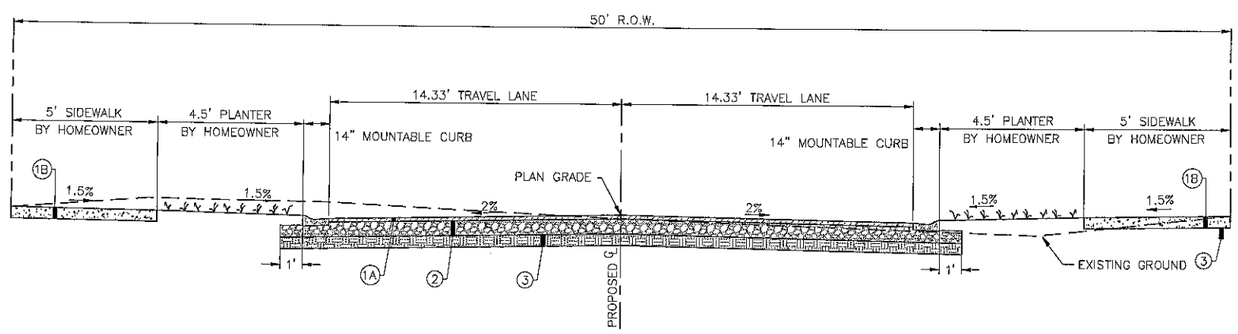
SHEET C-207



TYPICAL ST-60-25 ROADWAY SECTION
SCALE: N.T.S.



TYPICAL ST-60-30 ROADWAY SECTION
SCALE: N.T.S.



TYPICAL ST-50-30 ROADWAY SECTION
SCALE: N.T.S.

AREA TO BE VEGETATED PER SPECIFICATIONS

(1A) 3" HMA SURFACE

(1B) CONCRETE SIDEWALK (4" THICK)

(2) 10" SOIL CEMENT BASE (SEE SPECIFICATIONS FOR MIXING AND CONSTRUCTION REQUIREMENT)

(3) 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)

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PRELIMINARY

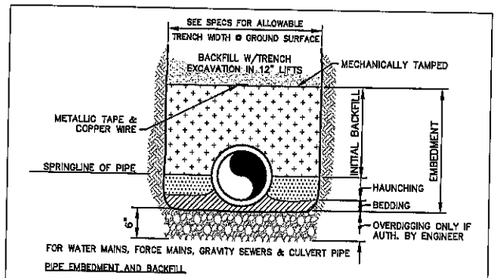
REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

X-SECTIONS / ROAD SECTIONS

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	
BMA#	3405-26
FILE	3405-26 SITE

SHEET
C-301



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

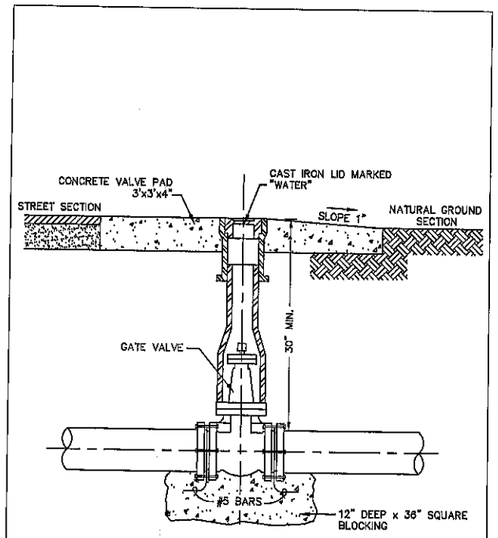
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

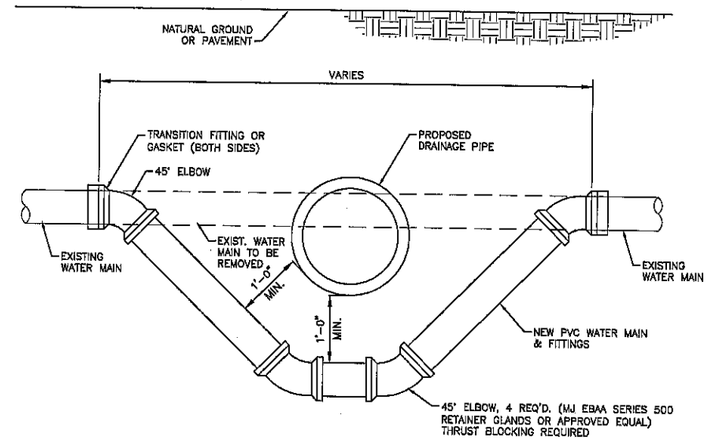
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HEWES AVENUE, GULFPORT, MS 39507, PH. 228-868-5815 FAX 228-868-5822



TYPICAL GATE VALVE ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02663	
DR. BY:	FILE: GATEVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

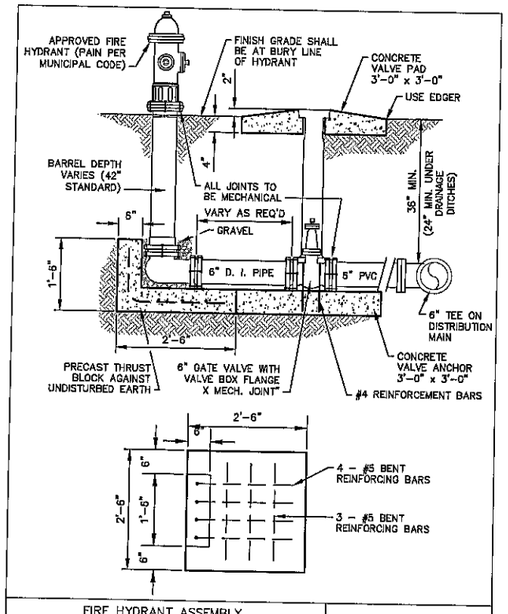
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HEWES AVENUE, GULFPORT, MS 39507, PH. 228-868-5815 FAX. 228-868-5822



WATER MAIN ADJUSTMENT

SCALE: 1" = 1'

NOTE: THIS ADJUSTMENT TO BE USED ONLY WHEN REQUIRED BY ENGINEER.



FIRE HYDRANT ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02664	
DR. BY:	FILE: FIRHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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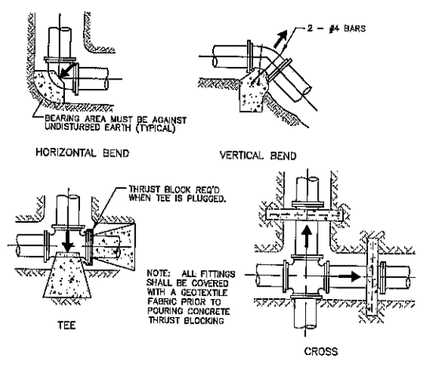

BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02662	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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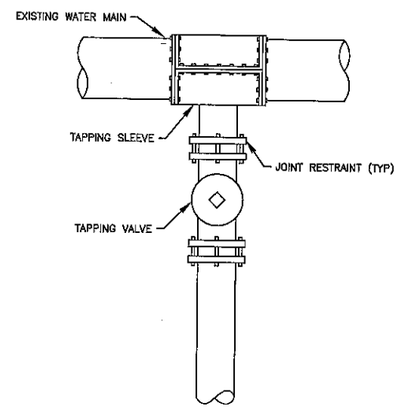

TAPPING VALVE & SLEEVE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02652	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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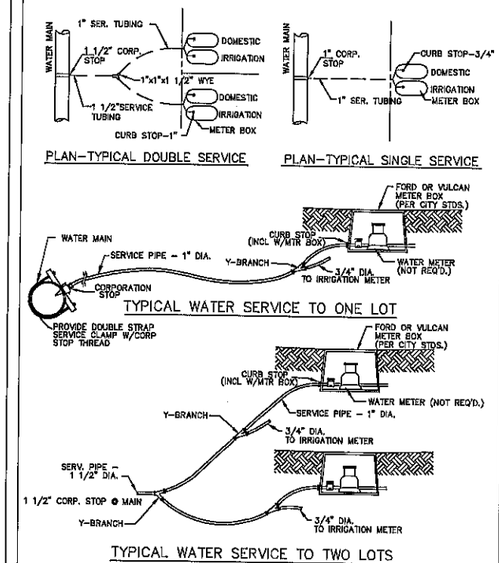

TYPICAL WATER SERVICES		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
501 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia, Biloxi, MS 39530 (228)436-7612
5021 Morton Street, Moss Point, MS 39563
www.bmaengineers.com (228)864-7612

PRELIMINARY

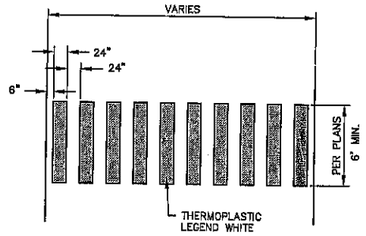
REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

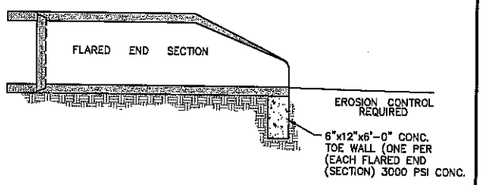
CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	AS SHOWN
BMA#	3405-26
FILE	3405-26 SITE

SHEET C-501



CROSSWALK MARKING DETAIL

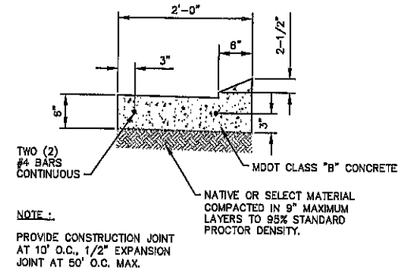
SCALE: 1" = 5'



TOEWALL SECTION

DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2534			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE :

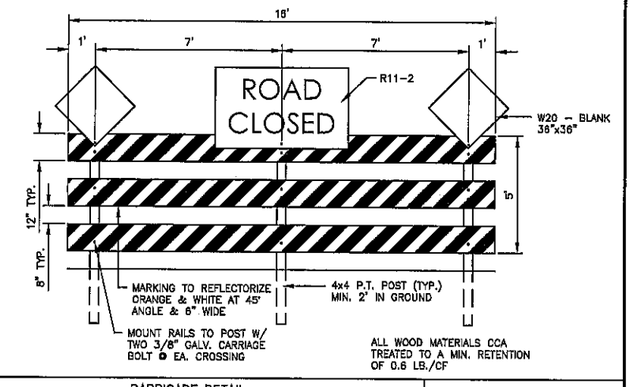
PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4090 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5818 FAX. 228-868-5822



BARRICADE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY:	FILE: BARRICADE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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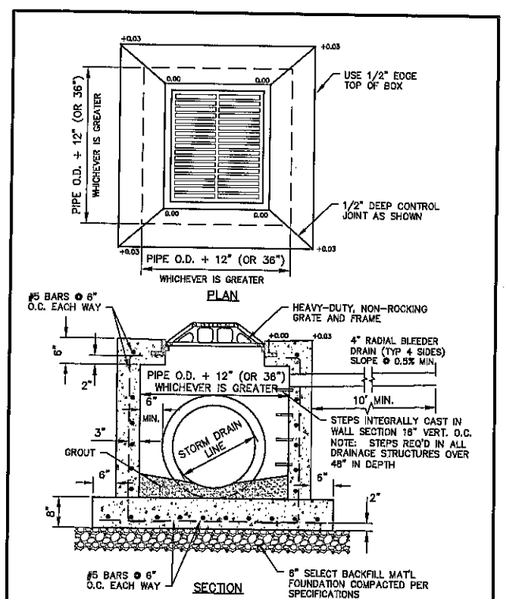
4090 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5818 FAX. 228-868-5822



STORM SEWER DRAIN INLET

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721-DWG 2	
DR. BY:	FILE: DRAIN INLET	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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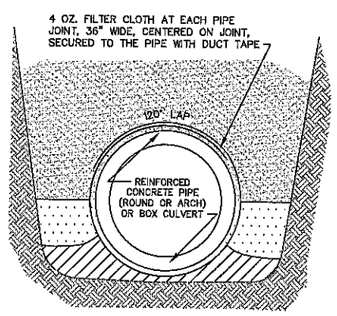
4090 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5818 FAX. 228-868-5822



STORM DRAIN PIPE WRAP

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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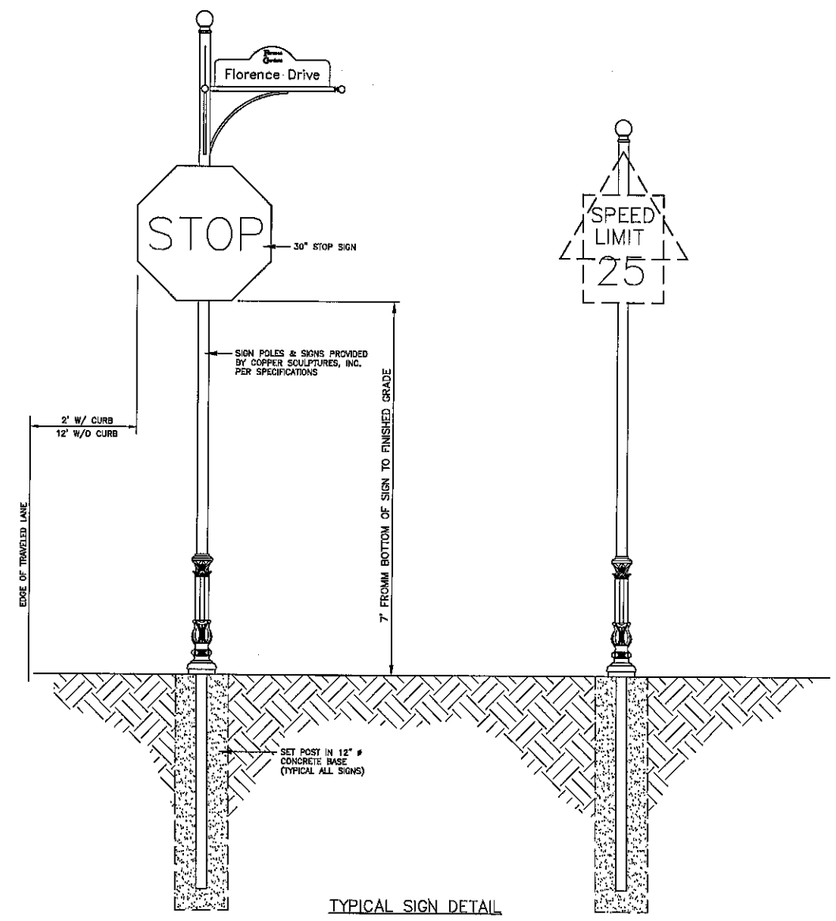
PH. 228-868-5818 FAX. 228-868-5822



TYPICAL SIGN DETAIL

N.T.S.

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

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131 Rue A. Magendie Biloxi, MS 39530 (228)436-7612
3221 Market Street, Pascagoula, MS 39567 (228)762-7612
www.bmaengineers.com

PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS
PHASE X
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD	DME/NLG
ENG	BJS
DATE	09-08-21
SCALE	AS SHOWN
BMA #	3405-26
FILE	3405-26 SITE

SHEET
C-504

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi

FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: Development Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other "vertical" improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such "horizontal" improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the Parcel's addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

(a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;

(b) To include new materials or techniques deemed to be suitable to Florence Gardens;

(c) To adjust for market conditions; or

(d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: Review Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
(ii) driveways, walks, patios and other ground surface materials;
(iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
(iv) fountains, swimming pools, whirlpools or other pools;
(v) privacy walls or other fences and gates;
(vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
(vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
(viii) signage of any type; and
(ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing not withstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state of federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: Covenant to Complete Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experience in appraising residential properties of the character and qualify of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than $500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: Founder's Additional Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related of affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in it sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

FG
GP
PN X
7/5/2022

PN X
FG
GP
7/5/2022

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Total Fees 14.00
5 Pages Recorded

0208C-01-001,000
0908B-01-006,000

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: _____
Martin C. Goldin, Member

3405H-09

~~3262-H~~

EXHIBIT A
Page 1

PARCEL I
Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S88°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°46'16"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW¼ of the NE¼ of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW¼ of the NE¼ of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

PERMITS/INSP PAYMENT RECPT#: 11371513
CITY OF GULFPORT
GULFPORT MS 39501

2208PC148

DATE: 07/06/22 TIME: 14:13
CLERK: tsjohnson DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 430.00

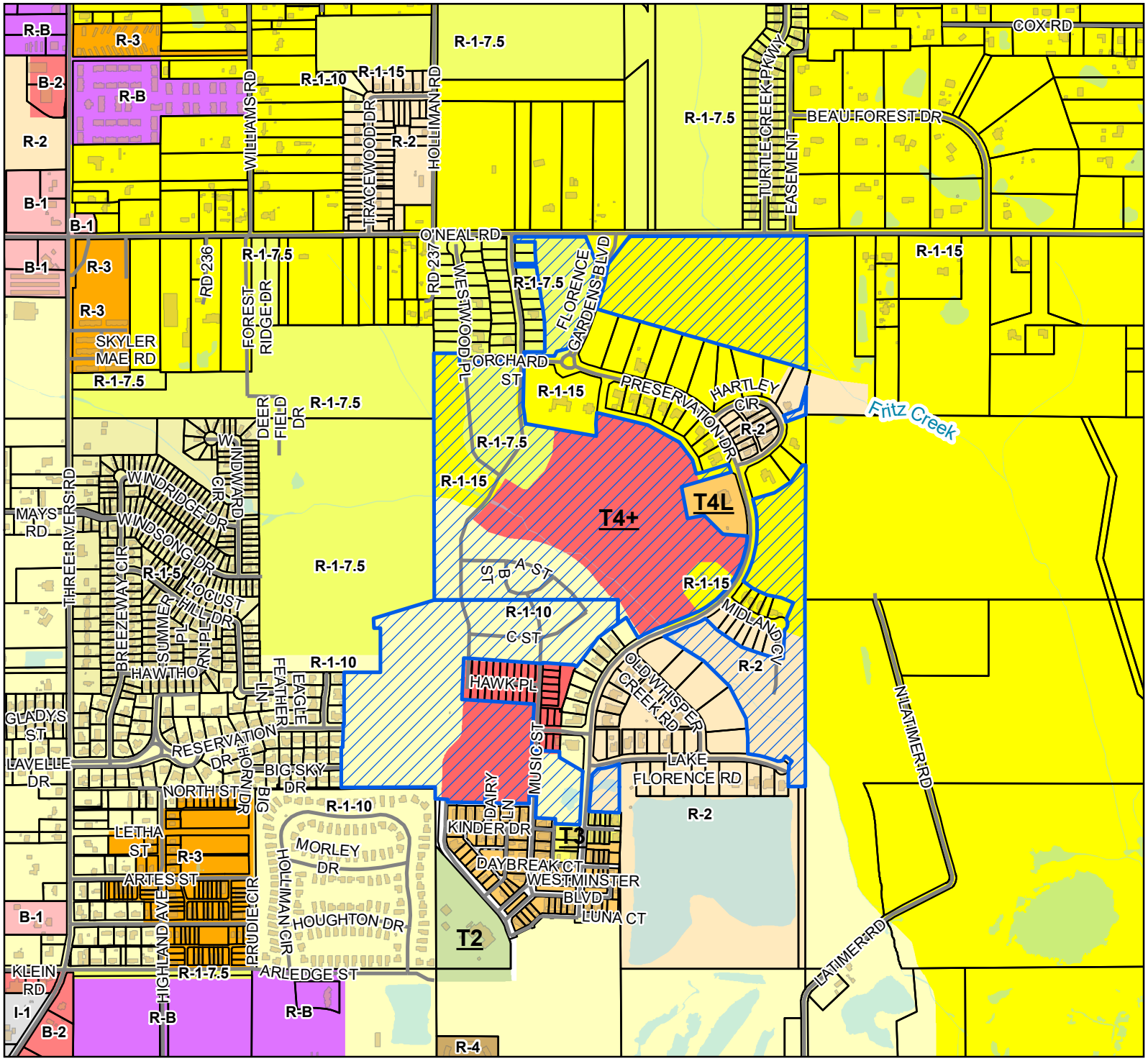
AMOUNT PAID: 430.00

PAID BY:
PAYMENT METH: CHECK
22731
REFERENCE:

AMT TENDERED: 430.00
AMT APPLIED: 430.00
CHANGE: .00

2208PC148

General Subdivision Application



Site
Street
Alley
Parcels
Buildings
Water Features

Smart Code

- T4+
- T4L
- T3
- T2

Zoning

- B-1 - Neighborhood Business District
- B-2 - General Business District
- I-1 - Light Industry District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-3 - General Residence (High Density)
- R-4 - General Residence (High Density)
- R-B - Residence-Business District

Site Information

0908C-01-001.000
0908E-01.001.001
Zoning: R-1-10 (Single-family Residence)
R-1-7.5 (Single-family Residence)
R-1-15 (Single-family-Residence)
R-2 (Single-family Residence)
T4+ (General Urban Zone Plus)
Size: 166 Acres
Flood: X, AE

0 100 200 300
Yards

1 inch = 1,000 feet

N W E S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	1	0908C-01-001.000	FLORENCE GARDENS LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	100817	0908E-01-001.001	FLORENCE GARDENS LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	1	0908C-01-001.000	BROWN, MITCHELL & ALEXANDER, INC. (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39530
	100817	0908E-01-001.001	BROWN, MITCHELL & ALEXANDER, INC. (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39530
N			**Adjacent Property Owners (2208PC148)**				
	53691	0908E-01-060.000	ANDERSON KELLY & NOLA	108 BIG SKY DR	GULFPORT	MS	39503
	145176	0908E-01-001.095	BAILEY JEFFREY G & RYAN KAY PETRO	13333 HAWK PLACE	GULFPORT	MS	39503
	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
	53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	129031	0908F-01-018.000	BARBAY TROY & JILL JOIA	12366 THREE RIVERS RD	GULFPORT	MS	39503
	129045	0908F-01-032.000	BENTZ JULIE	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
	137359	0907N-01-001.062	BOND MARIAH	13014 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
	145664	0908C-01-001.077	BOST GARY B & DONNA M	12554 ALPHABET RD	GULFPORT	MS	39503
	145665	0908C-01-001.078	BOWEN JOSEPH A & SHERRY A	12546 ALPHABET RD	GULFPORT	MS	39503
	134532	0908F-01-002.057	BOYD BRIAN D & ALLISON N	11985 MUSIC ST	GULFPORT	MS	39503
	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	12485 PRESERVATION DR	GULFPORT	MS	39503
	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
	53689	0908E-01-062.000	CAMPBELL JOHNATHON	610 PALM COURT	GULFPORT	MS	39501
	137357	0907N-01-001.060	CHAMBERLAIN DEBORAH R	13000 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
	145656	0908C-01-001.069	CLARK CORNELIUS J & SHAWNDA B KING	12569 ALPHABET RD	GULFPORT	MS	39503
	53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O	2003 BOTTS DR	ARLINGTON	TX	76012
	134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
	145327	0908C-01-001.062	COOLEY MICHAEL T & WEEKS AMBER M	12505 ALPHABET RD	GULFPORT	MS	39503
	145659	0908C-01-001.072	COYLE ALAN & MARYLEE	12545 ALPHABET RD	GULFPORT	MS	39503
	134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
	127923	0908F-01-006.000	CULLINANE WILLIAM R JR & SARAH R	12203 PRESERVATION DR	GULFPORT	MS	39503
	145188	0908E-01-001.107	DAINES JUDY & KENNETH	12208 MUSIC ST	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	53707	0908E-01-045.000	DAVISON MICHAEL A & LAKISHA T	104 TOMAHAWK TRAIL	GULFPORT	MS	39503
	144646	0908C-01-001.057	DEL RIO EDDY M & LISA Y	12512 WESTWOOD PLACE	GULFPORT	MS	39503
	134530	0908F-01-002.055	DEMOLA MICHAEL C & SUZANNE	11993 MUSIC ST	GULFPORT	MS	39503
	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
	133013	0908F-01-043.000	DILTS BRENT C	12187 PRESERVATION DR	GULFPORT	MS	39503
	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	141420	0908F-01-067.000	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	141421	0908F-01-068.000	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	144637	0908C-01-001.048	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145166	0908E-01-001.085	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145167	0908E-01-001.086	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145185	0908E-01-001.104	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145186	0908E-01-001.105	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145189	0908E-01-001.108	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	145183	0908E-01-001.102	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145181	0908E-01-001.100	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145326	0908C-01-001.061	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	145654	0908C-01-001.067	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
	127924	0908F-01-003.000	EPPERT MELAINE S	12212 PRESERVATION DR	GULFPORT	MS	39503
	145187	0908E-01-001.106	ERICKSON MATTHEW EDWARD -ETAL-	12212 MUSIC ST	GULFPORT	MS	39503
	53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
	145662	0908C-01-001.075	FAIR ERIC M & ROBIN	12570 ALPHABET RD	GULFPORT	MS	39503
	130174	0908C-01-001.029	FAIRLEY CLAYTON	12481 PRESERVATION DR	GULFPORT	MS	39503
	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503
N	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	16132	0908E-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145194	0908E-01-001.113	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145196	0908E-01-001.115	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145169	0908E-01-001.088	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145171	0908E-01-001.090	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145172	0908E-01-001.091	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145173	0908E-01-001.092	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145175	0908E-01-001.094	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145177	0908E-01-001.096	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145178	0908E-01-001.097	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	145179	0908E-01-001.098	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
N	145667	0908C-01-001.080	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	OWNERS ASSOCIATION INC	GULFPORT	MS	39503
	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	14270 CREOSOTE RD	GULFPORT	MS	39503
	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
	137353	0907N-01-001.056	FRANCWAY MINNFEE JOHN & ANDREA	13021 TURTLE CREEK PARKWAY	GULFPORT	MS	39503
	145666	0908C-01-001.079	FREELAND JAMES THOMAS & KIMBERLY	12538 ALPHABET RD	GULFPORT	MS	39503
	141425	0908F-01-072.000	FREEMAN JUDY E	13333 KINDER DR	GULFPORT	MS	39503
	129027	0908F-01-014.000	FREITAG JOE & MARLA	P O BOX 2277	BAY ST LOUIS	MS	39521
	145191	0908E-01-001.110	FRIPP MATTHEW W & DENEKE	13230 ARTISAN RD	GULFPORT	MS	39503
	129009	0908C-01-001.014	GADDY BRYAN & HANNAH	12440 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145331	0908C-01-001.066	GAGNE CONSTANCE	12506 ALPHABET RD	GULFPORT	MS	39503
	141422	0908F-01-069.000	GAGNON MARK & SUSAN	13568 WINDROSE CIRCLE	GULFPORT	MS	39503
	129014	0908C-01-001.019	GIBSON JASON & ERIN L	12469 PERSEVTION DR	GULFPORT	MS	39503
	129015	0908C-01-001.020	GIBSON JASON THOMAS & ERIN LYNN	12469 PRESERVATION DR	GULFPORT	MS	39503
	134517	0908F-01-002.042	GIBSON TOM & PAM	13129 WHISTLE CT	GULFPORT	MS	39503
	141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
	129028	0908F-01-015.000	GOFF JOHN R & CYNTHIA L	12224 PRESERVATION DR	GULFPORT	MS	39503
	129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
	129030	0908F-01-017.000	GOLDIN FLORENCE	12200 PRESERVATION DRIVE	GULFPORT	MS	39503
	133021	0908F-01-051.000	GOLDIN JASON	13099 LAKE FLORENCE RD	GULFPORT	MS	39503
	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
	134528	0908F-01-002.053	GRAY PHILLIP W & LILLIAN K	11990 MUSIC ST	GULFPORT	MS	39503
	127921	0908C-01-001.004	GUIROLA LOUIS JR & STEPHANIE	12453 PRESERVATION DR	GULFPORT	MS	39503
N	127930	0908F-01-002.000	GULFPORT CITY OF				0
	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
N	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	134531	0908F-01-002.056	HARWELL WILLIAM D IV & MELISSA	18294 WILD TURKEY COVE	SAUCIER	MS	39574
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503
	134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
	53692	0908E-01-051.000	HILL ANTHONY M & CAROL A ROBINSON	132 RESERVATION DR	GULFPORT	MS	39503
	141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
	145184	0908E-01-001.103	HODA BRENDA	12224 MUSIC ST	GULFPORT	MS	39503
	145193	0908E-01-001.112	HODO DEVIN K & SARAH E JAMES	13233 ARTISAN RD	GULFPORT	MS	39503
	56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
	129034	0908F-01-021.000	HOLMAN JAMES M & MELISSA A	13134 LAKE FLORENCE RD	GULFPORT	MS	39503
	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
	141427	0908F-01-074.000	JACKSON AVERY & LAUREN	13323 KINDER DR	GULFPORT	MS	39503
	141424	0908F-01-071.000	JOACHIM CHARLES LOUIS & DIANA E	13337 KINDER DR	GULFPORT	MS	39503
	141423	0908F-01-070.000	JOHNSON ROSALIND D	2021 ALPHABET RD	GULFPORT	MS	39503
	129054	0908F-01-039.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
N	129053	0908F-01-038.000	JOHNSON STEVEN MICHAEL	14095 RIDGEWAY DR	GULFPORT	MS	39503
	130175	0908F-01-041.000	KATSIS KAYE ANNE	12199 PRESERVATION DR	GULFPORT	MS	39503
	145660	0908C-01-001.073	KENDRICK TYLER K & MALLORY D	12537 ALPHABET RD	GULFPORT	MS	39503
	53686	0908E-01-065.000	KIRSTEIN CHRISTOPHER & ELLEN	109 BIG SKY DR	GULFPORT	MS	39503
	134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	145661	0908C-01-001.074	LAKEY TERRY & MARY	12578 ALPHABET RD	GULFPORT	MS	39503
	144636	0908C-01-001.047	LANDON HOMES LLC	9113 OLD CCC CAMP ROAD	OCEAN SPRINGS	MS	39564
	134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
	145328	0908C-01-001.063	LEIGH STANLEY & WYNELL	12530 ALPHABET RD	GULFPORT	MS	39503
	133038	0908F-01-040.001	LEWIS CARTER & NICOLE	18098 LAKE VISTA DR	GULFPORT	MS	39503
	129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
	105581	0907N-01-003.007	LOFTIN CONSORCIA S -TRUSTEE-	14481 AUTUMN CHASE	GULFPORT	MS	39503
	134514	0908F-01-002.039	LOVE GREG Z & PAM JO	807 S RIVERSIDE HARBOR RD	POST FALLS	ID	83854
	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
	145324	0908C-01-001.059	LOWERY THOMAS PAXTON	12529 ALPHABET RD	GULFPORT	MS	39503
	145195	0908E-01-001.114	MADELEY SCOTT	13225 ARTISAN RD	GULFPORT	MS	39503
	134526	0908F-01-002.051	MALONE RICHARD A	11998 MUSIC STREET	GULFPORT	MS	39503
	145174	0908E-01-001.093	MANAS KENNETH SALVADOR & MICKI LE	13304 HAWK PLACE	GULFPORT	MS	39503
	141413	0908F-01-060.000	MARSHALL CHAD E & JARRID HILL	13318 KINDER DR	GULFPORT	MS	39503
	134520	0908F-01-002.045	MASCARO ALEJANDRO E FERREIRA	13138 WHISTLE CT	GULFPORT	MS	39503
	141414	0908F-01-061.000	MASSEY CHARLES P	13322 KINDER DR	GULFPORT	MS	39503
	137360	0907N-01-001.063	MAXWELL SHANE & JAIDEN	13020 TURTLE CREEK PARKWAY	GULFPORT	MS	39503
	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
	145170	0908E-01-001.089	MCFARLAND JAMES A & SARAH O	13320 HAWK PLACE	GULFPORT	MS	39503
	53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503
	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA -ESTATE-	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129041	0908F-01-028.000	MCVAY LARRY C II & EDIRNE A	12190 OLD WHISPER CREEK DR	GULFPORT	MS	39503
	145325	0908C-01-001.060	MELLO JOAQUIN NICOLAS & NICOLE T	12521 ALPHABET RD	GULFPORT	MS	39503
	141412	0908F-01-059.000	MICHELLI MADELEINE	13314 KINDER DRIVE	GULFPORT	MS	39503
	145192	0908E-01-001.111	MIRICK CAROLYN	13226 ARTISAN RD	GULFPORT	MS	39503
	129007	0908C-01-001.012	MITCHELL ROBERT ARTHUR	13063 HARTLEY CIR	GULFPORT	MS	39503
	53705	0908E-01-043.000	MOODY ARTIES JONES JR & SHARON L	100 TOMAHAWK TRAIL	GULFPORT	MS	39503
	141415	0908F-01-062.000	MURRAY MATTHEW JACOB & CHRISTINE B	13326 KINDER DR	GULFPORT	MS	39503
	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	53704	0908E-01-042.000	NOERNBERG WILLIAM E II &	ASHLIE RENEE WYATT	GULFPORT	MS	39503
	129029	0908F-01-016.000	NORRIS JACK R & STEPHANIE D	12216 PRESERVATION DR	GULFPORT	MS	39503
	145180	0908E-01-001.099	OESCHGER DAVID C	13317 HAWK PL	GULFPORT	MS	39503
	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	137358	0907N-01-001.061	PHAN JENNIFER HUYEN & HO GIAU THI N	13008 TURTLE CREEK PKWY	GULFPORT	MS	39503
	141333	0908F-01-053.000	PIZZETTA DANETTE SHAW	13315 KINDER DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	129033	0908F-01-020.000	POOLE CRYSTAL DANIEL & MARCUS	13140 LAKE FLORENCE ROAD	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	GULFPORT	MS	39503
	53708	0908E-01-048.000	PROCTOR ALAN -TRUSTEE-	133 RESERVATION DR	GULFPORT	MS	39503
	134522	0908F-01-002.047	RAGLAND JOHN D & SHELLEY -TOD-	13150 WHISTLE CT	GULFPORT	MS	39503
	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
	53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
	141336	0908F-01-056.000	REGISTER MARK A & JANICE M	13303 KINDER DR	GULFPORT	MS	39503
	141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
	134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
	145182	0908E-01-001.101	RIVERS SHELIA L	13309 HAWK PL	GULFPORT	MS	39503
	145190	0908E-01-001.109	ROGERS STEVEN & SHEILA YVETTE	13234 ARTISAN RD	GULFPORT	MS	39503
	145657	0908C-01-001.070	ROLING GLORIA	12561 ALPHABET RD	GULFPORT	MS	39503
	129017	0908C-01-001.022	SHAM MICHAEL D II & EMILY A	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
	145329	0908C-01-001.064	SISSON FALON R & ADAM P	12522 ALPHABET RD	GULFPORT	MS	39503
	144647	0908C-01-001.058	SPIERS BENNIE P & DEBRA J	12508 WESTWOOD PL	GULFPORT	MS	39503
	133005	0908C-01-001.030	STANICH CHARLES A & ROXANNE Q	3505 FORREST PRESERVE CIR	GAUTIER	MS	39553
	127925	0908F-01-004.000	SUROWIEC WALTER J & CARTER KRISTINE	12208 PRESERVATION DRIVE	GULFPORT	MS	39503
	129047	0908F-01-034.000	SUROWIEC WALTER JOSEPH	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	137355	0907N-01-001.058	TATE COREY RENEE JR	13009 TURTLE CREEK PKWY	GULFPORT	MS	39503
	129026	0908F-01-013.000	TRAN JOHN H & TRAN H NGUYEN-TRUSTEE	12215 PRESERVATION DR	GULFPORT	MS	39503
	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
N	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210
	129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
	129001	0908C-01-001.006	VO SANG & HONG-AN NGUYEN	10219 BELLE VUE RD	D'IBERVILLE	MS	39540
	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
	134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	11995 PRESERVATION DR	GULFPORT	MS	39503
	134518	0908F-01-002.043	WHITEMAN BRIDGET M & RALPH ANDREW	13130 WHISTLE COURT	GULFPORT	MS	39503
	129005	0908C-01-001.010	WHITEMAN RALPH A & BRIDGET M	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
	145330	0908C-01-001.065	WINTER DAVID S & ANNE H	12514 ALPHABET RD	GULFPORT	MS	39503
	145168	0908E-01-001.087	WOLD ROBIN L & GREGORY E	13328 HAWK PLACE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
N	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

RE: General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agenda/ then click the City of Gulfport Planning Commission for **Thursday, August 25, 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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **Zoning Map Amendment 2209PC151:**

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2209PC151

Hearing Date: August 25, 2022

Current Zoning/Use: R-2 / Single-family homes and vacant

Legal: Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 61,900 square feet of property from B-2 (General Business) to an R-B (Residence business) zone. Currently, the property vary from developed with non-conforming single-family houses to vacant. The current zoning does not allow for single-family use, the expansion of it, or substantial modification.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial. Specifically meaning, the existing use of single-family was intended to go away.

The applicant stated mistake as a justification of change as required by ordinance and application:

1. The applicant paraphrases mistake or error as, "I believe when the city zoned all of these single family homes commercial, people only heard how the property value would go up. I am sure there was no mention of the fact single family home[s] would be force out." While this statement may or may not satisfy the intention of error, this does lean to an uninformed decision when adopting the zoning regulations for this area. These homes were built 1948-1962 (see attached tax records), which well pre-date the 1979 zoning ordinance.

b.1

2. Need is not addressed by the applicant.

EXECUTIVE SUMMARY

These homes predate the 1979-zoning ordinance and were rendered non-conforming by the ordinance adoption. Being non-conforming these homes were placed in position of forced change instead of a zoning district like R-B that would allow for a gradual change. As such, an intentional business area should have been the goal for the area. With that being unstated anywhere, it leans to an oversite or error in the plan development.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

Tax Rolls - Real Property

2022 Official Landroll Information				
SIMMONS KENNETH RAY JR & SHERRY ANN 2492 TANDY DR GULFPORT, MS 39503 Physical Street Address: 3332 F AVE				
Parcel #:	**PPIN**	**Tax District**	**Homestead Exp.**	**Judicial Dist.**
0910N-01-016.000	31222	2G		1
Supervisor District:		**Subdivision:**		
2		JORDAN AND MCGUIRE		
Exemption Code				
Non-Exempt				
Section	**Township**	**Range**		
35	07	11		
Instrument Number(s)				
2016-0001551-D-J1, 2014-0009804-D-J1, 2010-0003952-D-J1, 2010-0003951-D-J1, 0795/0049, 0562/144				
Acres	**Land Value**	**Improvements**	**Total Value**	**Assessed Value**
0	19758	12992	32750	4913 0 / 4912.5
Legal Description				
LOTS 22 TO 24 INC LESS R/W FOR HWY BLK B JORDAN & MCGUIRE				

There are 1 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	1948
Base Square Feet:	653
Second Floor Area:	0

© 2000 - 2022 Harrison County Board of Supervisors

Tax Rolls - Real Property

2022 Official Landroll Information				
SIMMONS KENNETH RAY JR & SHERRY ANN 2492 TANDY DR GULFPORT, MS 39503 Physical Street Address: 3236 F AVE				
Parcel #:	**PPIN**	**Tax District**	**Homestead Exp.**	**Judicial Dist.**
0910N-01-015.000	31221	2G		1
Supervisor District:		**Subdivision:**		
2		JORDAN AND MCGUIRE		
Exemption Code				
Non-Exempt				
Section	**Township**	**Range**		
35	07	11		
Instrument Number(s)				
2016-0001551-D-J1, 2014-0009804-D-J1, 2010-0003952-D-J1, 2010-0003951-D-J1, 0417/0357				
Acres	**Land Value**	**Improvements**	**Total Value**	**Assessed Value**
0	8280	19566	27846	4178 0 / 4176.9
Legal Description				
LOTS 20 & 21 BLK B JORDAN & MCGUIRE				

There are 1 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	1952
Base Square Feet:	916
Second Floor Area:	0

© 2000 - 2022 Harrison County Board of Supervisors

Tax Rolls - Real Property

2022 Official Landroll Information				
SIMMONS KENNETH R JR & SHERRY A 2492 TANDY DR GULFPORT, MS 39503 Physical Street Address: 3235 G AVE				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0910N-01-006.000	83858	2G		1
Supervisor District:		Subdivision:		
2		JORDAN AND MCGUIRE		
Exemption Code				
Non-Exempt				
Section	Township	Range		
35	07	11		
Instrument Number(s)				
2017-0008405-D-J1, 2017-0000693-D-J1, 2014-0009805-D-J1, 0795/0049				
Acres	Land Value	Improvements	Total Value	Assessed Value
0	19562	33831	53393	8010 0 / 8008.95
Legal Description				
LOTS 25 - 28 BLK B JORDAN & MCGUIRE				

There are 4 building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	1962
Base Square Feet:	1100
Second Floor Area:	0

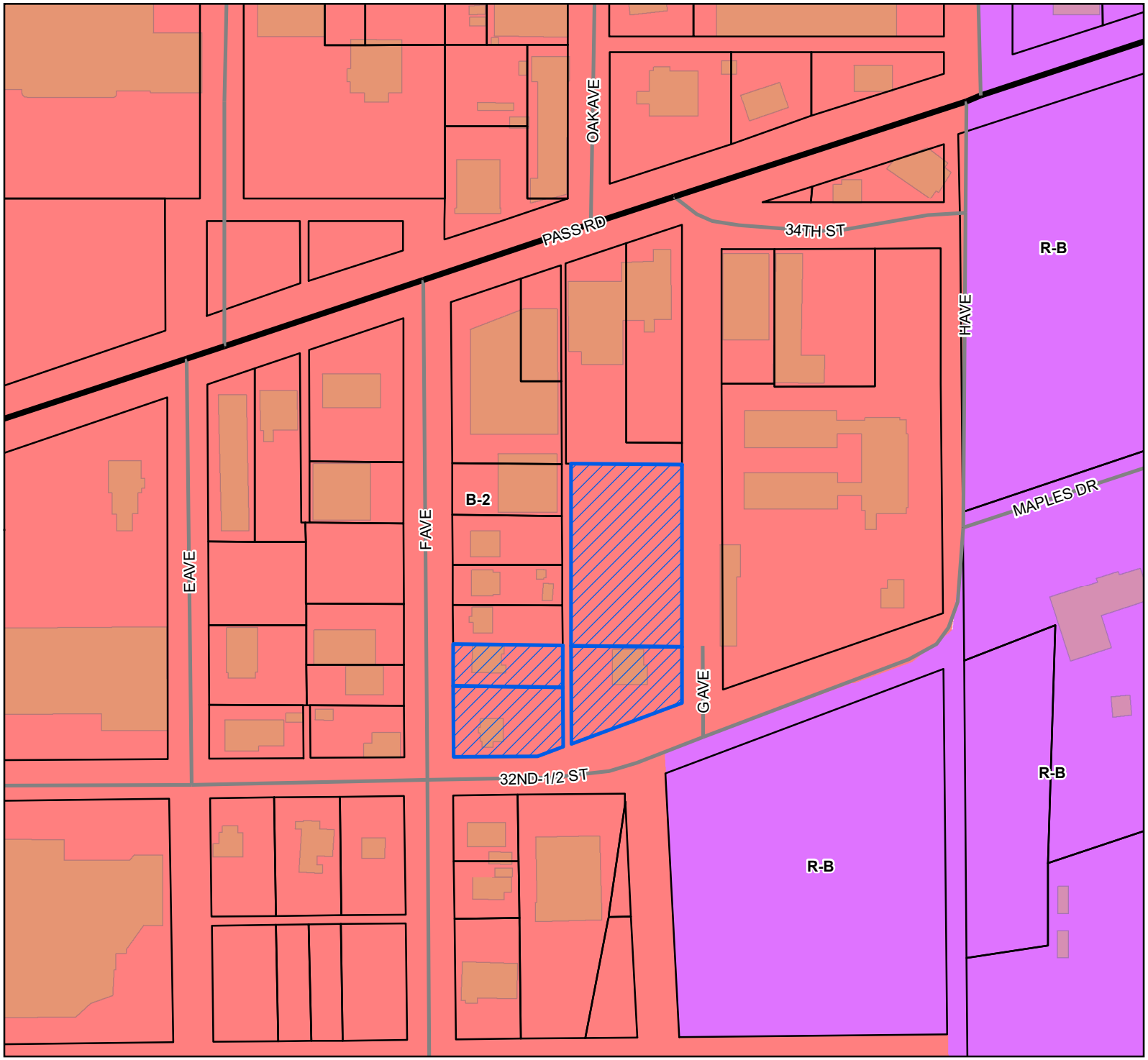
Improvement 2	
Year Built:	0
Base Square Feet:	480
Second Floor Area:	0

Improvement 3	
Year Built:	0
Base Square Feet:	64
Second Floor Area:	0

Improvement 4	
Year Built:	0

2209PC151

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings

Zoning

B-2 - General Business District

R-B - Residence-Business District

Site Information

0910N-01-006.000
0910N-01-016.000
0910N-01-015.000
0910N-01-007.000
Zoning: B-2 (GENERALBUSINESS)
Size: 1.42 acres
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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

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

For Staff Use Only

Case File #: 2209PC151

Date Received: 7/18/2022

Receipt #:

Received By:

Zoning: B-2

Ward: Flood:

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

Property Information

TAX PARCEL #
0910N-01-006.000
0910N-01-016.000
0910N-01-015.000

Page 1 of 3
(If necessary, use separate sheet of paper)

Address of Property Involved: 3235 G AVE, 3332 F AVE, 3236 F Ave, Gpt

Lot(s) 20-28, Block(s) B, Subdivision Jordan and McGuire ~~Subdivision~~ KRS Subdivision

General Location: Harrison County, 35-7-11 PPIN 083858, 31222, 31221

GENERAL DESCRIPTION OF REQUEST:
Request to rezone from B-2 to R-B

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 reauest.

OWNER

Kenneth & Sherry Simmons
Printed Name Of Owner

2492 Tandy Dr
Mailing Address

Gulfport MS 39503
City State Zip code

228-832-1016 228-669-0582
Home Phone Work/Cell Phone

kkingu@att.net
Email

Kenneth Ray Simmons Jr
Sherry Simmons
Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

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

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

For Staff Use Only

Case File #:

Date Received:

Receipt #:

Received By:

Zoning:

Ward: Flood:

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

Property Information

TAX PARCEL # 0910N - 01 - 007.000

Page 2 of 3

(If necessary, use separate sheet of paper)

Address of Property Involved: 32nd 1/2 ST

Lot(s) 29-37, Block(s) B, Subdivision Jordan and McGuire subdivision

General Location: Harrison County 35-7-11 PPIN 31225

GENERAL DESCRIPTION OF REQUEST:

Request to rezone from B-2 to R-B

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 reauest.

OWNER	AGENT
Kenneth & Sherry Simmons	
Printed Name Of Owner	Printed Name Of Agent
2492 Tandy Dr	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228 832 1016	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
kkingu@att.net	
Email	Email
Kenneth Ray Simmons Jr. Sherry Simmons	
Signature Of Owner	**Signature Of Agent**

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

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) Kenneth Ray Simmons Jr

ADDRESS (STREET, CITY, STATE, ZIP CODE 2492 Tandy Dr Gulfport MS 39503

PHONE # (H) 228 832 1016 (W)

TAX PARCEL NUMBER(S) OWNED 0910N-01-006-000, 0910N-01-016-000, 0910N-01-015-000, 0910N-01-007-000

SIGNATURE: Kenneth Ray Simmons Jr.

NAME OF OWNER (PRINT) Sherry Ann Simmons

ADDRESS (STREET, CITY, STATE, ZIP CODE 2492 Tandy Dr Gulfport MS 39503

PHONE # (H) 228 832 1016 ~~(W)~~ Cell 228 669-0582

TAX PARCEL NUMBER(S) OWNED 0910N-01-006-000, 0910N-01-016-000, 0910N-01-015-000, 0910N-01-007-000

SIGNATURE: Sherry Ann Simmons

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE

PHONE # (H) (W)

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: Self: Kenneth Ray Simmons Jr

Request to rezone 4 properties
3235 G AVE, 3236 F AVE, 3332 F AVE and a Parcel 0910N-01-007.000 PPIN 31225 on 32ND ½ ST

The reason for me wanting to rezone my property at this time is damage to the roof on 2 of my houses. I can't get a permit approved to repair the roof on 3236 F Ave because it is a single family home on commercial property; 3235 G AVE was approved because it was under the 10% rule. I have a Daughter, Son, and 2 Brother.-in-laws living on this property now. I do try and make repairs as I can to keep the property up and livable. I have no desire to become a landlord and I have no plans to sell any of my property, the family connection to me makes me keep it. I have allowed some relative to stay on the property till they get on their feet and can move on; I do ask them to pay utilities which they do most of the time. I have 4 properties and 3 houses which were built in the 40's and 50's, they are all fenced in together, they belonged to my parents and Grandparents, from the time I was 1 year old till I went in the Army I lived on the property.
The damage to the roof on 3236 F AVE was caused by a 24" diameter limb breaking off the trunk of an oak tree from the vacant lot next door. It occurred during a thunder storm about 5 months ago. The worst of the damage was cause by a 10" and 5" limb landing on the roof. There is no sign of water leaking inside the house but the outer edge of the roof is broken up in places and need repair. The repair will have to tie the outer edge of the roof to studs inside and above the wall to provide strength on the outer edge of the roof.

I would like to rezone my 4 properties from Commercial B-2 to Residential/Business R-B. The property across the street from 3235 G AVE is zoned R-B. I would like to rezone all 4 properties to be able to repair and replace fixtures, fences, buildings in the future when a permit is needed.

Kenneth Ray Simmons 07/16/2022

Sherry Ann Simmons 07/16/2022

Kenneth & Sherry Simmons
2492 Tandy Drive
Gulfport, MS 39503

Home (228) 832-1016

The application requirements sheet asked if anyone else might want to be notified of plans to change the zoning of my property. I think Russell Lee Fortner might want to know because he was trying to make some changes on his property and could not get a permit. His lives at address 3240 F AVE and also own 3238 F AVE. He told me he was turned down for a permit because it is a single family home on commercial property, and he could not build the additional structure.

When the city zoned my property commercial I believe it should have been R-B to allow for the single family homes. Single family homes makes up most of the neighborhood, and few small businesses which have moved in since the zoning change would be covered by R-B.

I would like to have my property rezoned from B-2 to R-B for several reasons. My understanding is my only option is R-B from B-2 because the property next to me is R-B. Many if not most of the single family homes in my neighborhood have no option to keep up our property unless done without a permit, which forces people to break rules/laws. Many if not most of the property in my area is single family homes but zoned commercial. I have no idea when the property was changed to commercial zoned but I am sure my parents and Grandparents did not know about the 10% rule. I was denied a permit because the only repairs I can make has to total less than 10% the value of my house. That is a total of all repair for as long as I own the property added together must be less than 10% the value of my house or I get no permit.

I believe when the city zoned all these single family homes commercial, people only heard how the property value would go up. I am sure there was no mention of the fact single family home would be forced out. When the city does not allow you to repair your home and it falls victim to the elements then the city forces you to tear it down and will not permit a single family home rebuilt. That may be why I have a vacant lot next to 3236 F AVE. The house had not been repaired and the roof was falling in and the city forced them to tear the house down. I know Mrs. Cooley growing up which owned the house when I was a kid. I understand her Granddaughter owned it but recently sold it to the neighbor on the other side of her property, Russell.

I do believe the character of the neighborhood has changed some over the last 40 year but it is still mostly family homes and small business which is covered by R-B. I ask you to allow our home owners to be allowed to keep and maintain our property in a livable state of being without us having to break city rules/laws.

Kenneth & Sherry Simmons

F.

1) Interest

Kenneth Ray Simmons & Sherry Ann Simmons
2492 Tandy Drive
Gulfport, MS 39503
Owner of property

2) Development Schedule

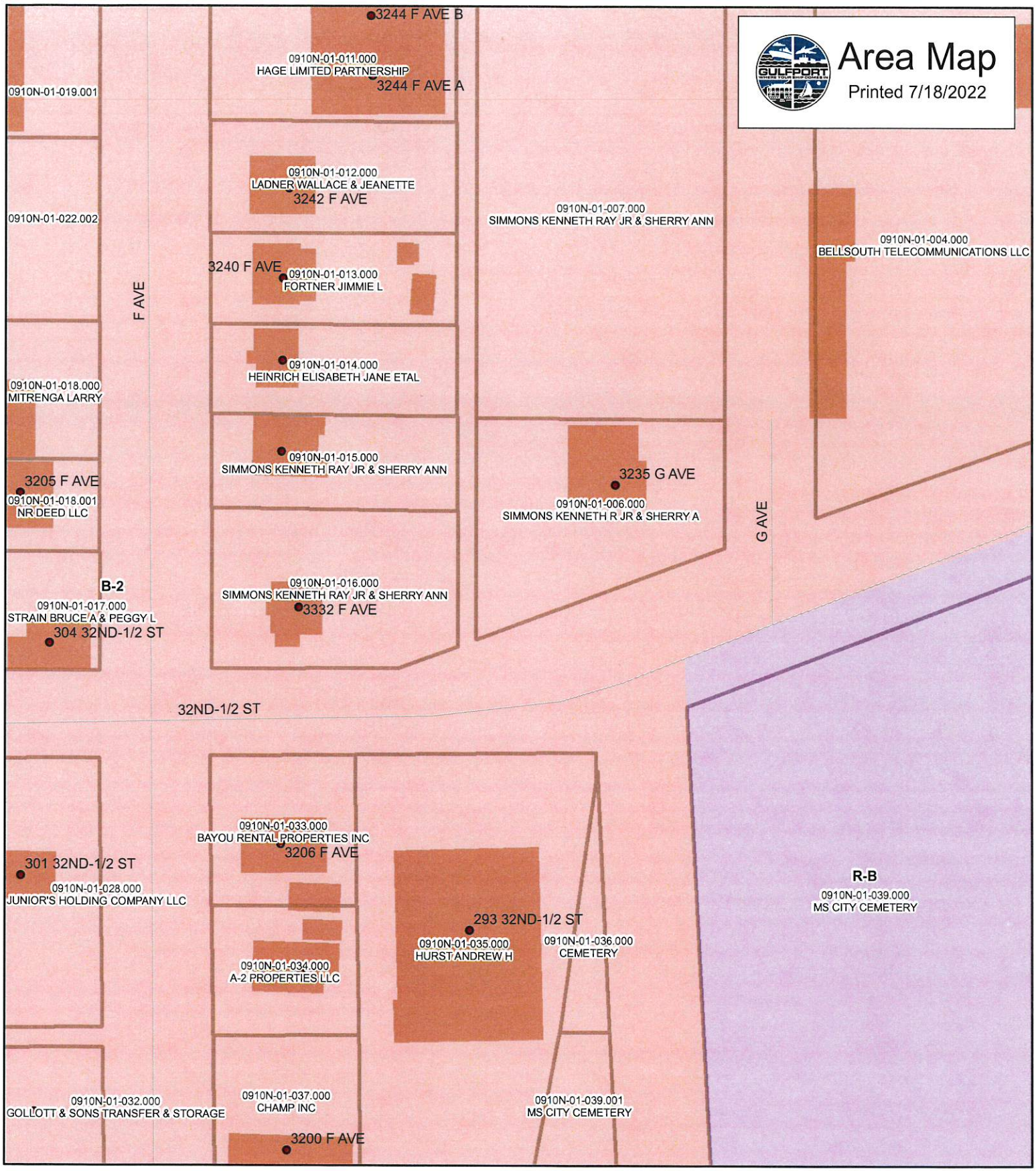
Need repair roofs on house, start as soon as the permit is approved. Finish from what I understand may be December.

3) Effect of Amendment

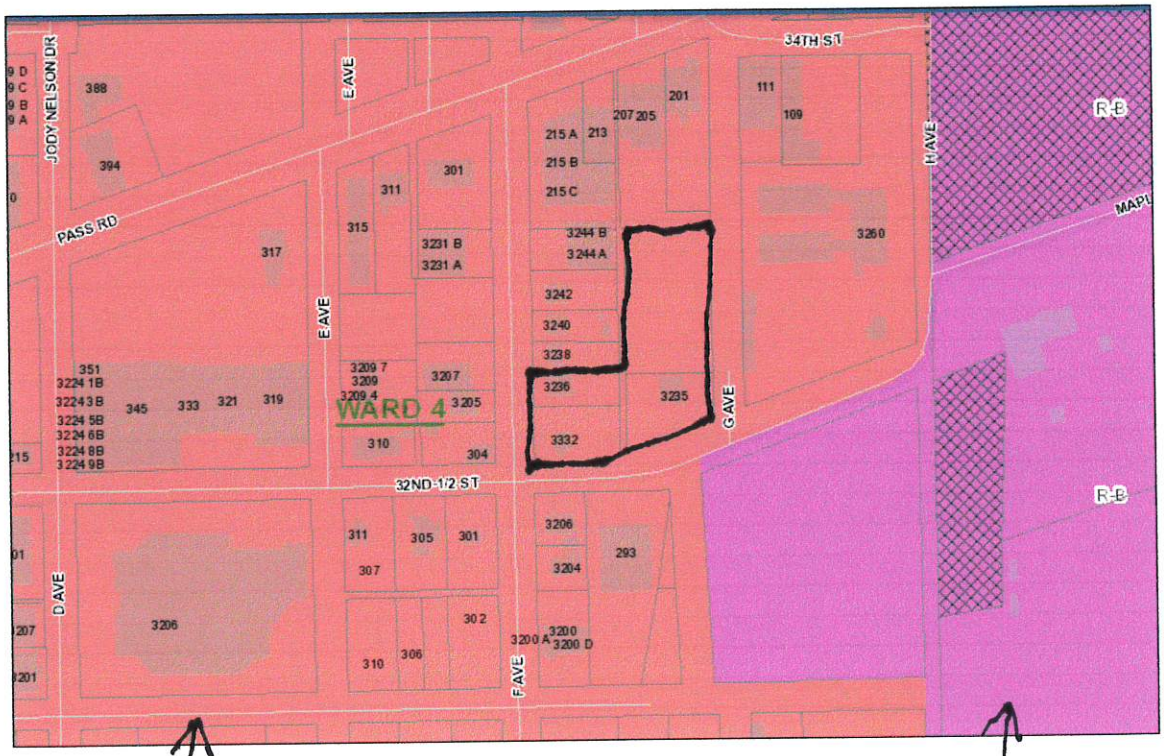
Require change in Zoning map because of 10% rule. All 4 sides of 3236 F Ave has single family homes around ~~the~~ the property. There should be no negative effect on surrounding property.

4) Error

Rezone to R-B will allow for the repair of single family homes. The area is mostly single family home with some small Bussiness in the area. R-B will provide for all property owners in my area.



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.


34TH ST
JODY NELSON DR
PASS RD
E AVE
H AVE
G AVE
D AVE
F AVE
32ND-1/2 ST
WARD 4
R-B
R-B

B-2

R-B

LRMINQ01 **APPRINQ42** LAND ROLL MAINTENANCE LRWINQ01/HC
Library 2022

SIMMONS KENNETH RAY JR & SHERRY ANN
2492 TANDY DR

Parcel 0910N-01-007.000 PPIN 31225
Alt Parcel 0910N-01-007.000
Exempt Code Tax District 2G
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

C/S/Z GULFPORT MS 39503
Sect/Twn/Rng 35 07 11 Blk 00B St 32ND 1/2 ST

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2		27945					27945	4192
		27945					27945	4192

Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg
Eligible for Class 1 N (Y/N)
New Value Added F-Fire O-Override
Deed Ref. 2016-0001552-D-J1
Drainage Code Benefit Price Total
Deed Date 3 / 14 / 2016
Roll: Page Line Added
County 15610 4 By
City Changed 10 25 2016
Levee Benefits X .05 = School By SLL1

F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record

1st Judicial District
Instrument 2016 1552 D – J1
Filed/Recorded 3/14/2016 09:43 A
Total Fees $ 20.00
2 Pages Recorded

GRANTOR'S ADDRESS:
Kenneth Ray Simmons, Jr.
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

GRANTEES' ADDRESS:
Kenneth Ray Simmons, Jr.
Sherry Ann Simmons
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

PREPARED BY AND RETURN TO:
Dara Skinner, Attorney at Law
P.O. Box 10256, Gulfport, MS 39505
15045 Dedeaux Road, Gulfport, MS 39503
Tel. (228) 831-0948 Fax (228) 831-1319
MS Bar No. 10207
E-mail: daraskinner@bellsouth.net

INDEXING INSTRUCTIONS: Lots 29 to 37, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-007.000. PPIN #31225.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1ST JUDICIAL DISTRICT

TITLE NOT EXAMINED

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor, Kenneth Ray Simmons, Jr., does hereby sell, convey, and quitclaim unto

Grantees, Kenneth Ray Simmons, Jr. and Sherry Ann Simmons, husband and wife, not as tenants in common but as joint tenants with full rights of survivorship, all of his right, title, and interest in and to the following described real property, together with all improvements thereon and all appurtenances thereunto belonging, situated in the First Judicial District of Harrison County, Mississippi, to-wit:

> Lots 29 to 37, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-007.000. PPIN #31225.

Taxes for the year 2016 are hereby assumed as the sole responsibility of the Grantees herein.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way, easements, and the prior reservation of any oil, gas, and other mineral rights.

WITNESS MY SIGNATURE, this the 10 day of March, 2016.

Kenneth Ray Simmons Jr.
KENNETH RAY SIMMONS, JR.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2016, within my jurisdiction, the within named, Kenneth Ray Simmons, Jr., who acknowledged that he executed the above and foregoing instrument on the day and year therein written as his free and voluntary act and deed.

Witness my hand and official seal of office, this the 10 day of March, 2016.

Dara Skinner
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 5673 DARA SKINNER Commission Expires Aug. 19, 2019 HARRISON COUNTY

LRMINQ01 APPRINQ42 LAND ROLL MAINTENANCE LRWINQ01/HC
Library 2022

SIMMONS KENNETH RAY JR & SHERRY ANN
2492 TANDY DR

Parcel 0910N-01-015.000 PPIN 31221
Alt Parcel 0910N-01-015.000
Exempt Code Tax District 2G
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

C/S/Z GULFPORT MS 39503
Sect/Twn/Rng 35 07 11 Blk 00B St 3236 F AVE

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2		8280				19566	27846	4177
		8280				19566	27846	4177

Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Eligible for Class 1 N (Y/N)
New Value Added F-Fire O-Override Deed Ref. 2016-0001551-D-J1
Drainage Code Benefit Price Total Deed Date 3 / 14 / 2016
Roll: Page Line Added
County 15610 2 By
City Changed 10 25 2016
Levee Benefits X .05 = School By SLL1

F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record

LRMINQ01 APPRINQ42 LAND ROLL MAINTENANCE LRWINQ01/HC
Library 2022

SIMMONS KENNETH RAY JR & SHERRY ANN
2492 TANDY DR

Parcel 0910N-01-016.000 PPIN 31222
Alt Parcel 0910N-01-016.000
Exempt Code Tax District 2G
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

C/S/Z GULFPORT MS 39503
Sect/Twn/Rng 35 07 11 Blk 00B St 3332 F AVE

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2		19758				12992	32750	4913
		19758				12992	32750	4913

Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg
Eligible for Class 1 N (Y/N)
New Value Added F-Fire O-Override
Deed Ref. 2016-0001551-D-J1
Drainage Code Benefit Price Total
Deed Date 3 / 14 / 2016
Roll: Page Line Added
County 15610 3 By
City Changed 10 25 2016
Levee Benefits X .05 = School By SLL1

F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record

1st Judicial District
Instrument 2016 1551 D – J1
Filed/Recorded 3/14/2016 09:42 A
Total Fees $ 16.00
3 Pages Recorded

GRANTOR'S ADDRESS:
Kenneth Ray Simmons, Jr.
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

GRANTEES' ADDRESS:
Kenneth Ray Simmons, Jr.
Sherry Ann Simmons
2492 Tandy Drive
Gulfport, MS 39503
228-832-1016

PREPARED BY AND RETURN TO:
Dara Skinner, Attorney at Law
P.O. Box 10256, Gulfport, MS 39505
15045 Dedeaux Road, Gulfport, MS 39503
Tel. (228) 831-0948 Fax (228) 831-1319
MS Bar No. 10207
E-mail: daraskinner@bellsouth.net

INDEXING INSTRUCTIONS:

Lots 20 & 21, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-015.000. PPIN #31221

and

Lots 22 to 24, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-016.000. PPIN #31222.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1ST JUDICIAL DISTRICT

TITLE NOT EXAMINED

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor, Kenneth Ray Simmons, Jr., does hereby sell, convey, and quitclaim unto Grantees, Kenneth Ray Simmons, Jr. and Sherry Ann Simmons, husband and wife, not as tenants in common but as joint tenants with full rights of survivorship, all of his right, title, and interest in and to the following described real property, together with all improvements thereon and all appurtenances thereunto belonging, situated in the First Judicial District of Harrison County, Mississippi, to-wit:

Lots 20 & 21, Block B, Jordan and McGuire Subdivision,1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-015.000. PPIN #31221

and

Lots 22 to 24, inclusive, Block B, Jordan and McGuire Subdivision, 1st Judicial District of Harrison County, Mississippi. §35-7-11. Parcel #0910N-01-016.000. PPIN #31222.

Taxes for the year 2016 are hereby assumed as the sole responsibility of the Grantees herein.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way, easements, and the prior reservation of any oil, gas, and other mineral rights.

WITNESS MY SIGNATURE, this the 10 day of March, 2016.

Kenneth Ray Simmons Jr.
KENNETH RAY SIMMONS, JR.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2016, within my jurisdiction, the within named, Kenneth Ray Simmons, Jr., who acknowledged that he executed the above and foregoing instrument on the day and year therein written as his free and voluntary act and deed.

Witness my hand and official seal of office, this the 10 day of March, 2016.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 5673 DARA SKINNER Commission Expires Aug. 19, 2019 HARRISON COUNTY

LRMINQ01 APPRINQ42 LAND ROLL MAINTENANCE LRWINQ01/HC
Library 2022

SIMMONS KENNETH R JR & SHERRY A
2492 TANDY DR

Parcel 0910N-01-006.000 PPIN 83858
Alt Parcel 0910N-01-006.000
Exempt Code Tax District 2G
Subdivision 00354
JORDAN AND MCGUIRE
Neighborhood

C/S/Z GULFPORT MS 39503
Sect/Twn/Rng 35 07 11 Blk 00B St 3235 G AVE

Cls	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2		19562				33831	53393	8009
		19562				33831	53393	8009

Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg Eligible for Class 1 N (Y/N)
New Value Added F-Fire O-Override Deed Ref. 2017-0008405-D-J1
Drainage Code Benefit Price Total Deed Date 11 / 21 / 2017
Roll: Page Line Added
County 15610 1 By
City Changed 3 29 2018
Levee Benefits X .05 = School By SLL1
F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS F10-PRINT
F3 For next record

1st Judicial District
Instrument 2017 8405 D -J1
Filed/Recorded 11/21/2017 03:00 P
Total Fees $ 15.00
3 Pages Recorded

Prepared by:
The McDonnell Law Firm
Post Office Box 1403
Biloxi, MS 39533
(228) 432-7092

Return to:
The McDonnell Law Firm
Post Office Box 1403
Biloxi, MS 39533
(228) 432-7092

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars ($10.00), cash in hand paid I,

TREVOR HOWARD SIMMONS
3235 "G" Avenue
Gulfport, MS 39507
(228) 863-2587

do hereby convey, warrant, and set over unto

KENNETH R. SIMMONS, JR. and SHERRY A. SIMMONS
2492 Tandy Drive
Gulfport, MS 39503
(228) 832-1016

as joint tenants with rights of survivorship and not as tenants in common the following described property, together with all improvements thereon, situated in Harrison County, Mississippi, and more fully described as follows, to-wit:

(See Attached Exhibit "A")

INDEXING INFORMATION: Lots 25-28 inclusive Block 8, Jordan and McGuire Subdivision, Harrison County, Mississippi.

The Grantees assume all taxes for the tax years 2017 forward.

This conveyance is made subject to any and all restrictive covenants, rights-of-way and easements applicable to subject property which are on file and of record in the office of the Chancery

Clerk of Harrison County, Mississippi.

WITNESS my signature this the 15th day of Nov, 2017.

Trevor Howard Simmons

TREVOR HOWARD SIMMONS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, on the 15 day of Nov, 2017 TREVOR HOWARD SIMMONS who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein mentioned.

WITNESS my signature and seal of office on this the 15 day of Nov, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
JOHNNY MCDONALD
NOTARY PUBLIC
ID No. 23848
My Commission Expires
January 26, 2018
HARRISON COUNTY

EXHIBIT "A"

Lots 25-28 inclusive Block B, Jordan and McGuire Subdivision, Harrison County, Mississippi which has a municipal address of 3235 "G" Avenue, Gulfport, MS and Harrison County PPIN 083858. Less and except any part conveyed in Warranty Deed recorded in Book 256, Page 460.

PERMITS/INSP PAYMENT RECPT#: 11389709
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/18/22 TIME: 13:21
CLERK: tsjohnson DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
1819
REFERENCE:

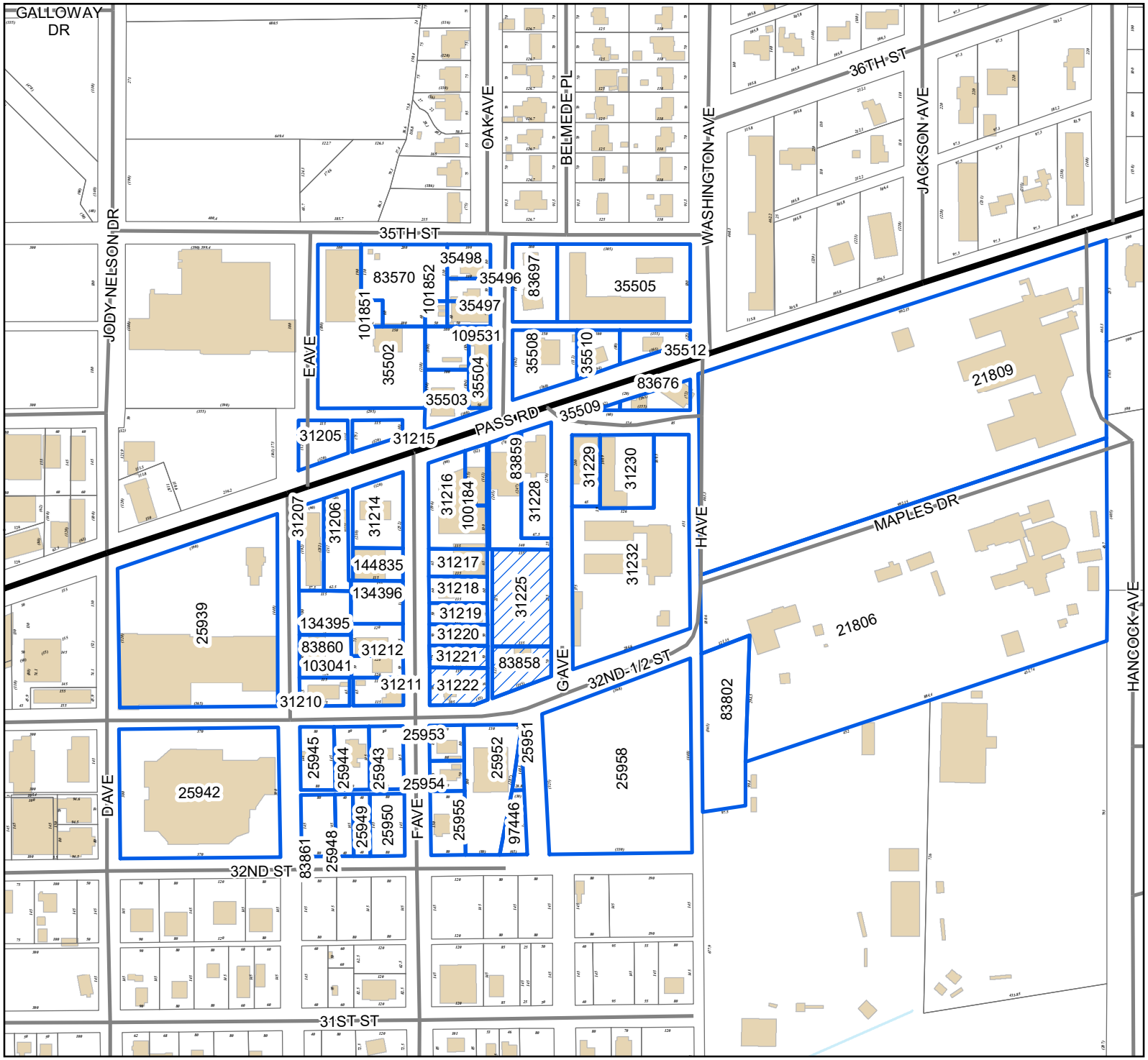
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83858	0910N-01-006.000	SIMMONS KENNETH R JR & SHERRY A (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
	31221	0910N-01-015.000	SIMMONS KENNETH RAY JR & SHERRY ANN (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
	31222	0910N-01-016.000	SIMMONS KENNETH RAY JR & SHERRY ANN (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
	31225	0910N-01-007.000	SIMMONS KENNETH RAY JR & SHERRY ANN (OWNER)	2492 TANDY DR	GULFPORT	MS	39503
N			**Adjacent Property Owners (2209PC151)**				
	25954	0910N-01-034.000	A-2 PROPERTIES LLC	2641 PALMER DR	GULFPORT	MS	39507
	31207	0910N-01-021.000	ADVANCE CAR AUDIO INC	315 PASS RD	GULFPORT	MS	39507
	25953	0910N-01-033.000	BAYOU RENTAL PROPERTIES INC	1502 MILL RD	GULFPORT	MS	39507
	31232	0910N-01-004.000	BELLSOUTH TELECOMMUNICATIONS LLC D/B/A AT & T MIS	P O BOX 532	BIRMINGHAM	AL	35201
	83860	0910N-01-022.000	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	134395	0910N-01-022.001	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	134396	0910N-01-022.002	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
N	25951	0910N-01-036.000	CEMETERY				0
	25955	0910N-01-037.000	CHAMP INC	1420 PASS RD	GULFPORT	MS	39501
	31206	0910N-01-020.000	DUNNIGAN GARY L	311 PASS RD	GULFPORT	MS	39507
	31219	0910N-01-013.000	FORTNER JIMMIE L -ESTATE-	3240 F AVE	GULFPORT	MS	39501
	25945	0910N-01-026.000	GALLOTT GARY F	P O BOX 6709	GULFPORT	MS	39506
	31228	0910N-01-009.000	GATES NEVILLE JR	19 51ST STREET	GULFPORT	MS	39507
	25949	0910N-01-031.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39507
N	25950	0910N-01-032.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39501
N	25948	0910N-01-030.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39507
N	83861	0910N-01-029.000	GOLLOTT & SONS TRANSFER & STORAGE	3206 D AVENUE	GULFPORT	MS	39507
N	21809	0910O-03-036.000	GULFPORT SCHOOL DISTRICT				0
	35503	0910K-02-022.000	GULFPORT VETERINARY HOSPITAL HOLDIN	204 PASS ROAD	GULFPORT	MS	39507
	83859	0910N-01-008.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	100184	0910N-01-010.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31217	0910N-01-011.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31216	0910N-01-010.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	31214	0910N-01-019.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	144835	0910N-01-019.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
N	21806	0910O-03-034.000	HARRISON CO				0
	35508	0910K-02-024.000	HARVEY THOMAS CLEMENTS III CAJUNS FABULOUS FRIED	38 COL. WINK DRIVE	GULFPORT	MS	39507
	35505	0910K-02-001.000	HARVEY TOM C III	#38 COLONEL WINK DRIVE	GULFPORT	MS	39507
	31220	0910N-01-014.000	HEINRICH ELISABETH JANE ETAL	28 52ND ST	GULFPORT	MS	39507
	83697	0910K-02-002.000	HILL SANDRA E	328 W VIEW DRIVE	BILOXI	MS	39531
	25952	0910N-01-035.000	HURST ANDREW H	11495 LANDON LAKE BLVD	GULFPORT	MS	39503
	25944	0910N-01-027.000	JUNIOR'S HOLDING COMPANY LLC	3206 D AVE	GULFPORT	MS	39507
N	25943	0910N-01-028.000	JUNIOR'S HOLDING COMPANY LLC	3208 D AVE	GULFPORT	MS	39507
N	25942	0910N-01-025.000	JUNIOR'S HOLDING COMPANY LLC	P O BOX 6709	GULFPORT	MS	39506
	31218	0910N-01-012.000	LADNER WALLACE & JEANETTE	P O BOX 6496	GULFPORT	MS	39506

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	31230	0910N-01-002.000	LHZ LLC	5804 OPORTO MADRID BLVD S	BIRMINGHAM	AL	35210
	35512	0910K-02-026.000	LJT LLC	106 DOGWOOD DR	GULFPORT	MS	39507
N	83676	0910K-02-027.000	LJT LLC	106 DOGWOOD DR	GULFPORT	MS	39507
N	35509	0910K-02-028.000	LJT LLC	106 DOGWOOD DR	GULFPORT	MS	39507
	31229	0910N-01-003.000	MISS GULF COAST YOUTH FOR CHRIST	111 EAST 34TH STREET	GULFPORT	MS	39507
	31212	0910N-01-018.000	MITRENGA LARRY	P O BOX 4984	BILOXI	MS	39535
	35496	0910K-02-004.000	MIZELL SELENA M	200 1/2 PASS RD	GULFPORT	MS	39507
	97446	0910N-01-039.001	MS CITY CEMETERY	112 SOUTH DR	BILOXI	MS	39531
N	25958	0910N-01-039.000	MS CITY CEMETERY				0
	25939	0910N-01-024.000	MS GULF COAST YOUTH FOR CHRIST INC	111 PASS RD	GULFPORT	MS	39507
	101852	0910K-02-006.001	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	35502	0910K-02-007.000	PASS ROAD BAPTIST CHURCH	1319 2ND ST	GULFPORT	MS	39501
N	83570	0910K-02-006.000	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	109531	0910K-02-022.001	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	31205	0910N-07-002.000	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39501
N	101851	0910K-02-006.002	PASS ROAD BAPTIST CHURCH	208 PASS RD	GULFPORT	MS	39507
N	31215	0910N-07-001.000	PASS ROAD BAPTIST CHURCH	208 PASS ROAD	GULFPORT	MS	39507
	103041	0910N-01-018.001	RAMOS INCIA ISABEL HERNANDEZ -ETAL-	3205 F AVE	GULFPORT	MS	39501
	35497	0910K-02-005.000	SAHIN HARUN	42-17 167TH ST	FLUSHING	NY	11358
	35498	0910K-02-003.000	SINGLEY CLARENCE FREDERICK	201 35TH ST	GULFPORT	MS	39507
	31211	0910N-01-017.000	STRAIN BRUCE A & PEGGY L	304 32ND 1/2 STREET	GULFPORT	MS	39507
n	83802	0910O-03-035.000	U S VETERANS HOSPITAL				0
	35504	0910K-02-023.000	VU HOAI VAN	347 RODENBERG AVE	BILOXI	MS	39531
	35510	0910K-02-025.000	WALLACE MARGARET	P O BOX 2192	GULFPORT	MS	39505
	31210	0910N-01-023.000	WILLIAMSON MARY Y	310 32ND 1/2 ST	GULFPORT	MS	39507

2209PC151

Zoning Map Amendment



Legend

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

0 50 100 150
Yards

1 inch = 320 feet

N
W E
S

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

RE: Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 25, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agenda/ then click the City of Gulfport Planning Commission for **Thursday, August 25, 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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: **Special Exception 2209SE153:**

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2209SE153

Hearing Date: Zoning Board August 18, 2022
Planning Commission August 25, 2022

Current Zoning/Use: T5 / Vacant commercial building

Legal: Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

TECHNICAL DETAILS

The applicant requests special exception in order to establish a liquor store located 1423 Magnolia Street, Suite G zoned T5 (Urban Center Zone). They have not provided an affidavit that states the location is farther than 1,000 feet away from "any church, school, kindergarten, funeral home, day-care center, museum, or learning center, educational facility, library, night club, dance hall, or similar establishment or use as a liquor store and/or free-standing lounge which is a requirement for this use. However, Ordinance 3143 limited the distance requirement of same or similar establishments. The proposed liquor store use would still be required to go through Special Exception.

Further, a site visit was conducted on August 10, 2022 and found that there other commercial businesses such as Beyond Therapy, Smile Gulf Coast, Bench Mark Physical Therapy and Mangiano Italian Restaurant.

EXECUTIVE SUMMARY

In review of this application and documents submitted by the applicant, the requested Zoning Board approval for the use of a liquor store is consistent with the requirements in the City of Gulfport's Chart of Permitted Uses.

Any approval should consider these conditions:

1. Special exception use of liquor sales must be approved by the Zoning Board and the Planning Commission.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 8/10/2022.

Public Works: No comments as of 8/11/2022.

G.H

Technical Report

SPECIAL EXCEPTION

Public Works:	No comments as of 8/11/2022.
Traffic and Safety:	No comment as of 8/11/2022.
Building Code Services:	Must meet current Building Codes and City of Gulfport Ordinances. Memo dated 8/4/2022.
GIS:	No conditions. Memo dated 8/10/2022.
Police Department:	No conditions. Memo 8/9/2022.
Fire Department:	No conditions. Memo dated 8/4/2022.
City Arborist:	No conditions. Memo dated 8/4/2022.

DIRECTOR APPROVAL

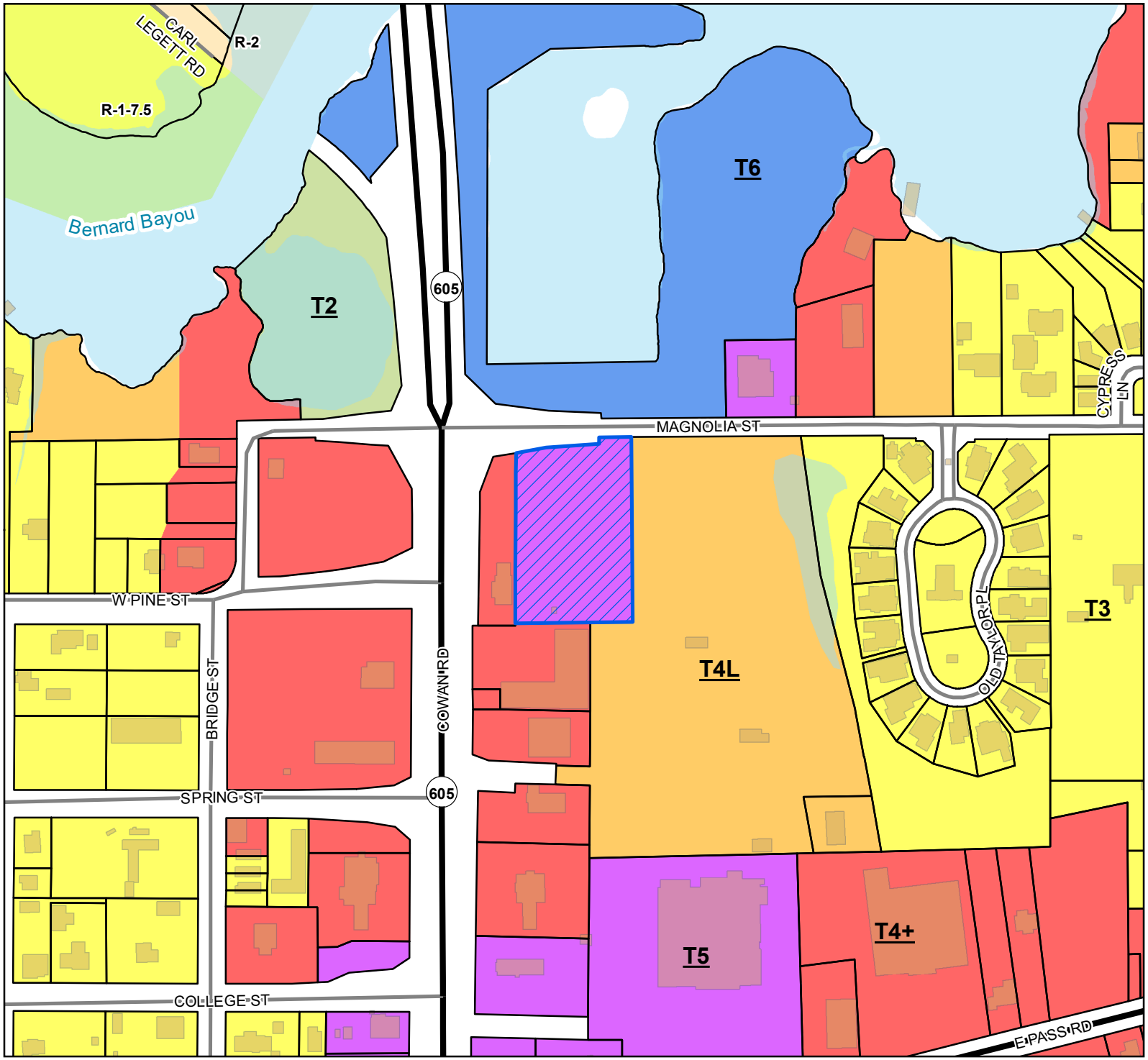
This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

p. 12

2209SE153

Special Exception



Site
US or State Highway
Street
Parcels
Buildings
Water Features

Smart Code

T6
T5
T4+
T4L
T3
T2

Zoning

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

Site Information

1010F-02-041.00
Zoning: T5 (Urban center Zone)
Size: 2.2 acres
Flood: AE

0 40 80 120
Yards

1 inch = 300 feet

N
W E
S

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

APPLICATION FOR SPECIAL EXCEPTION

For Staff Use Only

Case File #: 22095E153

Date Received: 7-20-22

Receipt #:

Received By:

Zoning: TS

Ward: 4 Flood: AE

Size: 2.2 acres

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 1 0 1 0 F – 0 2 – 0 4 1 . 0 0 0

Address of Property Involved: 1423 Magnolia Street Gulfport, MS 39507

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: East of Cowan Rd. / Highway 605 & South of Magnolia Street

GENERAL DESCRIPTION OF REQUEST:

Request Special Exception for use of Wine/Liquor/Spirits package store at this location for tenant use. Tenant is requesting to move his current business to this location and will need special exception granted for state property.

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		
605 Holdings, LLC					
Printed Name Of Owner Brax Clark - Memember			Printed Name Of Agent		
Mailing Address P.O. Box 7852			Mailing Address		
City Gulfport	State MS	Zip code 39506	City	State	Zip code
Home Phone	Work/Cell Phone 228-223-7322		Home Phone	Work/Cell Phone	
Email bclark@rockingcinc.com			Email		
Signature Of Owner			**Signature Of Agent**		

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

SECTIONS A. THROUGH H. 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) Todd Lafferty - Member

ADDRESS (STREET, CITY, STATE, ZIP CODE 12568 Village Ave West Biloxi, MS 39532

PHONE # (H) _____ (W) 228-563-5751

TAX PARCEL NUMBER(S) OWNED 1010F-02-041.000

SIGNATURE: Todd Lafferty

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

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: Brax Clark

Cowan / Hwy 605

Existing Building

Lift Station

Kremer Bridge

Magnolia Street

PHASE II – BUILDING SYSTEM AREA = 8,268 s.f.

PHASE I – BUILDING SYSTEM AREA = 10,875 s.f.

SIGNAGE

1 MASTER SITE PLAN
SCALE: 1" = 20'

NORTH

TOTAL BUILDING AREA
19,143 s.f.
TOTAL PARKING SPACES
110 Spcs.
PARKING RATIO
1 per 174 s.f.

REVISED DRAWINGS

DATE:	REV. NO.:	REVISION:
05-27-21	1	ADDITIONAL PARKING
06-16-2021	2	DIM. & DRAIN

ROBERT J. KNESAL, P.E.
ENGINEER
TOM HENRY
Design

JWP
J. W. PUCKETT & CO., INC.
CONSTRUCTION ENGINEERING
12254 Intrepide Parkway Dullard, MS. 39503
228 - 864 - 6201

Project

EXTERIOR BUILDING CONSTRUCTION FOR
BIN 605 CENTER
DEVELOPED BY BRAX CLARK
MAGNOLIS STREET AND LORRAINE ROAD
GULFPORT, MISSISSIPPI

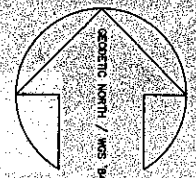
Sheet Title

Master Site Plan

Date:	09-22-2019
Drawn:	T.H.
Chkd.:	R.K./C.C.
File:	

Sheet
C1.00 of

BM	DESCRIPTION
✚	MAGNETIC NAIL FOUND IN ℄ OF MAGNOLIA STREET NEAR CENTER OF SUBJECT PROPERTY
ELEV.	
5.82	



● IPF = IRON PIPE FOUND

O IRF = IRON ROD FOUND

⊠ CMF = CONCRETE MONUMENT FOUND

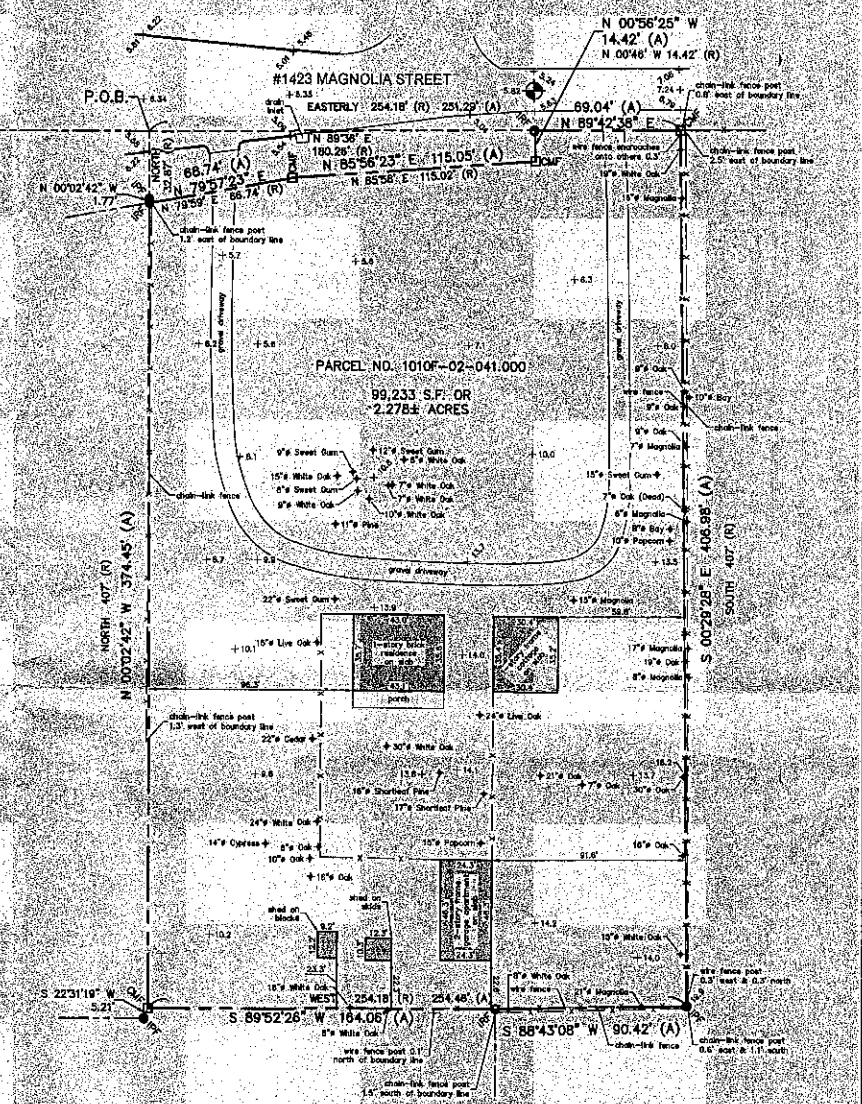
+XX.X = EXISTING SPOT ELEVATIONS (N.A.V.D. '88/Geoid 12b)

12"ø Tree + = TREE

—— x —— = FENCE LINE

(R) = RECORD

(A) = ACTUAL



RECORD DESCRIPTION:
PARCEL NUMBER 1010F-02-041.000

Beginning at a point on the South margin of Magnolia Street in Handsboro, Harrison County, Mississippi, which point is 210 feet, more or less, East of the East margin of Gulf Street in said village, and being in the Northeast corner of the property now or formerly belonging to Cuendet; running thence Easterly along the South margin of Magnolia Street, a distance of 254.18 feet to a point; running thence South and parallel with the East margin of said Gulf Street, a distance of 407 feet to a point; running thence in a Westerly direction and parallel with the South margin of said Magnolia Street, a distance of 254.18 feet to a point; running thence Northerly and parallel with the East margin of said Gulf Street, a distance of 407 feet to the South margin of Magnolia Street, the point of beginning. Said property being situated in and being a part of Southeast Quarter of Section 30, Township 7 South, of Range 10 West in said County.

LESS AND EXCEPT:

Begin at a point that is 10 meters (32.808 feet) Southerly of and perpendicular to the centerline of the relocation of a County road at Station 1 + 110 as shown on the plans for State Project No. 94-9371-00-004-10; from set point of beginning run thence South 85° 58' West, a distance of 35.057 meters (115.016 feet) to a point that is 12 meters (39.370 feet) Southerly of and perpendicular to the centerline of the relocation of a Country road at Station 1 + 075; thence run South 79° 59' West, a distance of 20.341 meters (66.736 feet) to the West line of the Grantors property; thence run North along said West property line, a distance of 10.018 meters (32.867 feet) to the present Southern right-of-way line of Magnolia Street; thence run North 89° 36' East along said Southern right-of-way line of Magnolia Street, a distance of 54.943 meters (180.259 feet); thence run South 00° 46' East, a distance of 4.397 meters (14.426 feet) to the point of beginning, containing 0.036 hectares (0.089 acres), more or less.

A copy of this plat is valid ONLY if it is complete and intact, has an original signature and date and has the surveyors stamped seal. This survey and plat were prepared only for J. W. Puckett & Co., Inc. and no third party certification is expressed or implied.

This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".

Previously surveyed by:
ROBERT N. OSBORNE, PS
Dated: June 14, 2017

MICHAEL P. BLANCHARD, PS
Dated: March 9, 2018

MISSISSIPPI CLASS "B" SURVEY

MICHAEL P. BLANCHARD
LICENSED PROFESSIONAL SURVEYOR
PS 02834
STATE OF MISSISSIPPI

REVISIONS		
Revised	Date	By

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
#1714 22nd Avenue - Gulfport, MS 39501
Ph (228) 896-7155 Fx (228) 896-8405
Surveys@Cassady-Acadia.com

For: J. W. Puckett & Co., Inc.
#1423 Magnolia Street
Gulfport, Mississippi

As-Built/Tree/Topo/Boundary Survey

Drawn By	JET
Checked By	MPB
Date	03/09/18
Scale	1" = 40'
Job No.	18-02-192

Sheet 1 of 1

18-02-192.dwg

Better Rates. Best Value.
State Farm

C1

SCANNED

1st Judicial District
Instrument 2017 9191 D -J1
Filed/Recorded 12/27/2017 03:24 P
Total Fees $ 12.00
3 Pages Recorded

PREPARED BY AND RETURN TO:
HENRY N. DICK, III, MSB#10113
PAGE, MANNINO, PERESICH & MCDERMOTT, P.L.L.C.
POST OFFICE DRAWER 289
BILOXI, MS 39533-0289
(228) 374-2100

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS:

PT SE 1/4 of Sec. 30-7-10 Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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

VERNON A. CLARK and wife, **SANDRA G. CLARK**,
P.O. Box 3327, Gulfport, Mississippi 39507, (228) 323-1451,

does hereby sell, convey and warrant unto

605 HOLDINGS LLC,
a Mississippi limited liability company,
1116 Cowan Road, Suite H, Gulfport, Mississippi 39503, (228) 223-7322,

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto

C2

2

This conveyance is subject to all restrictions, reservations, easements and right of ways affecting said property on file and of record in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

WITNESS our signatures on this the 1st day of December, 2017.

Vernon A. Clark

Sandra G. Clark

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for the said county and state, on this 1st day of December, 2017, within my jurisdiction, the within named, **VERNON A. CLARK** and **SANDRA G. CLARK,** who acknowledged that they executed the above and foregoing instrument, after first having been duly authorized to do so.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 56022 AMY L. GILLEN Commission Expires Feb. 9, 2019 HARRISON COUNTY

NOTARY PUBLIC

L:\CASES\50000-55000\53187\Closing docs\drafts\2. Warranty Deed.wpd

EXHIBIT "A"

1423 Magnolia Street, Gulfport, Mississippi
Parcel Number 1010F-02-041.000

Beginning at a point on the South margin of Magnolia Street in Handsboro, Harrison County, Mississippi, which point is 210 feet, more or less, East of the East margin of Gulf Street in said village, and being in the Northeast corner of hte property now or formerly belonging to Cuendet; running thence Easterly along the South margin of Magnolia Street, a distance of 254.18 feet to a point; running thence South and parallel with the East margin of said Gulf Street, a distance of 407 feet to a point; running thence in a Westerly direction and parallel with the South margin of said Magnolia Street, a distance of 254.18 feet to a point ;running thence Northerly and parallel with the East margin of said Gulf Street, a distance of 407 feet to the South margin of Magnolia Street, the point of beginning. Said property being situated in and being a part of Southeast Quarter of Section 30, Township 7 South, of Range 10 West in said County.

LESS AND EXCEPT:

Begin at a point that is 10 meters (32.808 feet) Southerly of and perpendicular to the centerline of th relocation of a County road at Station 1 + 110 as shown on the plans for State Project No. 94-9371-00-004-10; from said point of beginning run thence South 85°58' West, a distance of 35.057 meters (115.016 feet) to a point that is 12 meters (39.370 feet) Southerly of and perpendicular to the centerline of the relocation of a County road at Station 1 + 075; thence run South 79°59' West, a distance of 20.341 meters (66.736 feet) to the West line of the Grantors property; thence run North along said West property line, a distance of 10.018 meters (32.867 feet) to the present Southern right-of-way line of Magnolia Street; thence run North 89°36' East along said Southern right-of-way line of Magnolia Street, a distance of 54.943 meters (180.259 feet); thence run South 00°46' East, a distance of 4.397 meters (14.426 feet) to the point of beginning, containing 0.036 hectares (0.089 acres), more or less.

BIN 605
CENTER

605 Holdings, LLC
Brax Clark
1423 Magnolia Street
Gulfport, MS 39507

City of Gulfport Zoning Board
1410 24th Ave Gulfport, MS

Ladies & Gentlemen of the of the board,
We are requesting special exception for the noted property in the application at 1423 Magnolia Street in Gulfport be granted for the use as a Liquor/Spirits Package store. We humbly request this be granted to move business to said location to operate.

Thank you for your consideration,

Brax Clark

EXHIBIT "A"

1. The names and addresses of the Members are as follows:

TAXPAYER NAME	ADDRESS
Michael T. Lafferty, Jr.	1116 Cowan Road, Suite H Gulfport, Mississippi 39507
Brax K. Clark	1116 Cowan Road, Suite H Gulfport, Mississippi 39507

2. Ownership Interest:

NAME	OWNERSHIP INTEREST
Michael T. Lafferty, Jr.	50%
Brax K. Clark	50%
Total	100%

I/we, the undersigned, am part owner of the Bin No. 605, LLC and 605 Holdings, LLC both registered as a Mississippi limited liability company:

I/we hereby authorize: Todd Lafferty or Brax Clark

to act and appear for the other as my agent in the matters pertaining to affairs of the Company, to make decisions regarding those matters, to execute such documents and instruments necessary for the Company's operations, and to perform any and all other acts and activities customary or incident to manage the Company.

Name (please print): Brax Clark Name (please print): Todd Lafferty

Signature: _____ Signature: _____

Date: 7-20-22 Date: 7/20/22

Subscribed and sworn to before me in my Presence, this 20 **day of** July 2022, **a Notary Public in and for the County of** Harrison **State of** MS

(Signature) Notary Public

My commission expires 2/9, 2022

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 5200
RALPH P. KEMP
Commission Expires
Feb. 9, 2024
HARRISON COUNTY

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
BIN NO.605, LLC,
a Mississippi limited liability company

THIS AMENDED AND RESTATED OPERATING AGREEMENT (together with the Exhibits attached hereto, this "Agreement") is made effective by the undersigned as of this 30th day of June, 2017, by and among **BIN NO.605, LLC**, a Mississippi limited liability company (the "Company"), **MICHAEL T. LAFFERTY, JR.**, an adult resident of Gulfport, Harrison County, Mississippi, and **BRAX K. CLARK**, an adult resident of Gulfport, Harrison County, Mississippi, as the "Members," and each person and/or entity who shall hereafter be admitted as a Member.

WITNESSETH:

WHEREAS, the Members formed the Company as a Mississippi limited liability company on the 22nd day of March, 2007; and

WHEREAS, the Members entered into and executed that certain Operating Agreement, dated March 22, 2007 (the "Operating Agreement"), setting out their mutual understandings and agreements regarding the operations of the Company and certain other matters; and

WHEREAS, the Members desire to have no liability to third parties to the fullest extent provided under the laws of the State of Mississippi and the Revised Mississippi Limited Liability Company Act (the "Act"); and

WHEREAS, the Members desire that the Company be taxed as an "S-Corporation" as defined under Internal Revenue Code (the "Code") Section 136(a)(1) and Mississippi Code Annotated Section 27-8-3 for federal and state income tax purposes; and

WHEREAS, the Members desire to amend and restate the Operating Agreement in its entirety as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
FORMATION; DEFINITIONS

1.1 Intent. The undersigned formed a limited liability company under the laws of the State of Mississippi by the filing of a Certificate of Formation with the Secretary of State of Mississippi (the "Certificate").

1.2 Name. The name of this Company is "**BIN NO.605, LLC.**"

1.3 **Purposes**. The purpose for which this Company is formed is to engage in any lawful act, business or activity for which limited liability companies may be formed under the laws of the State of Mississippi and to do any and all other things determined by the Members to be necessary, desirable or incidental to the foregoing purpose.

1.4 **Term**. The term of the Company became effective on the date the Certificate of Formation was filed with the Secretary of State of Mississippi and shall continue in perpetuity, unless the Company is dissolved earlier pursuant to the provisions of this Agreement or the Act.

1.5 **Principal Place of Business**. The location of the principal place of business of the Company is 1116 Cowan Road, Suite H, Gulfport, Mississippi 39507. The Members may change the principal place of business and establish additional places of business as they deem necessary or desirable to conduct the business of the Company.

1.6 **Registered Office and Agent**. The Company's agent for service of process shall be **MICHAEL T. LAFFERTY, JR.**, who is located at the following address: 1116 Cowan Road, Suite H, Gulfport, Mississippi 39503, or such other agent as the Members may designate from time to time.

1.7 **Definitions**. In addition to the terms otherwise defined in this Agreement, the following terms as used in this Agreement shall have the meanings specified below:

"Bankruptcy" shall be deemed to occur when a Member files a petition in bankruptcy or voluntarily takes advantage of any bankruptcy or insolvency laws, or is adjudicated a bankrupt, or when a petition or answer is filed proposing the adjudication of a Member as a bankrupt and such Member either consents to the filing or such complaint or answer is not discharged or denied prior to the expiration of sixty (60) days following the date of filing.

"Control" or "Controlled" shall mean the possession, directly or indirectly, of the voting power to cause the direction of the management and policies of such entities, whether through the ownership of voting securities or by contract or otherwise.

"Majority" shall mean the written consent or affirmative vote of Members owning more than fifty percent (50%) of the ownership interests in the Company who are entitled to vote on such matter.

"Majority Vote" shall mean the written consent or affirmative vote of a Majority of the Members.

"Permitted Transferee" shall mean (i) a revocable living trust, provided the Member is a primary beneficiary and serving as trustee; and (ii) a limited liability company, corporation, partnership or other entity Controlled by the Member.

"Prime Rate" shall mean the rate of interest per annum publicly announced by the Company's primary banking institution as its prime lending rate, as in effect from time to time.

"Representative" shall mean the attorney-in-fact, conservator or authorized representative of a Member authorized to act for and on behalf of such Member.

ARTICLE II
MANAGEMENT

Management of the Company. The business of the Company shall be managed by its Members. Subject to the minimum voting requirements for approval of actions contained herein, Members shall have full and complete authority, power and discretion to manage and control the business, affairs of the Company, to make all decisions regarding those matters, to execute such documents and instruments necessary for the Company's operations, and to perform any and all other acts and activities customary or incident to the management of the Company's business. Any Member may certify resolutions setting forth the authority of a Member or other person to act on behalf of the Company. Third parties shall be entitled to rely on such certification without further inquiry.

ARTICLE III
MEMBERS

3.1 **Members**. The names, addresses and percentage of ownership interests of the Members are listed on **EXHIBIT "A"**, which is attached hereto and made a part hereof. The Members have contributed property to the Company of an agreed value as listed in the books and records of the Company.

3.2 **Member Restrictions**. Except as otherwise specifically provided in this Agreement to the contrary, no Member shall have the rights to:

(A) become a Member of the Company without first assenting to and signing this Agreement;

(B) have its capital contribution repaid except to the extent provided in this Agreement;

(C) require partition of the Company's property or to compel any sale or appraisal of the Company's assets;

(D) sell or assign his or her ownership interest in the Company or to constitute the vendee or assignee thereunder, except as provided in this Agreement; or

(E) voluntarily withdraw as a Member from the Company.

3.3 **Limited Liability**. No Member shall be personally held accountable for any of the debts, losses, claims, judgments or any of the liabilities of the Company beyond the Member's contributions to the capital of the Company, except as provided by law.

3.4 **Non-Exclusivity**. Except as otherwise expressly stated herein, no Member shall be required to participate in the Company as such Member's sole and exclusive function and any Member shall be entitled to and may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of any Member or to the income or proceeds derived therefrom. Members shall incur no liability to the

Company or to any of the Members as a result of engaging in any other business or venture permitted by this Agreement.

ARTICLE IV
MEETINGS OF MEMBERS

4.1 **Meetings of Members.** No regular, annual, special or other meetings of Members are required to be held. Any action that may be taken at a meeting of Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Members, for any purpose or purposes, may be called at any time by a Majority Vote of the Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.2 **Notice of Meetings.** In the event that a meeting of the Members is called, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered, as directed in Article 10.1, not less than ten (10) nor more than sixty (60) business days before the date of the meeting unless otherwise provided, by or at the direction of the Member(s) calling the meeting, to each Member. Notice of a meeting need not be given to any Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Member.

4.3 **Quorum; Adjournment.** Except as may otherwise be provided by the Act, the Certificate or this Operating Agreement, at any meeting of the Members, a Majority of the Members, either present in person or by proxy, shall constitute a quorum for such meeting.

4.4 **Proxies.** Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized.

4.5 **Voting.** If a quorum is present at a meeting of the Members, then a Majority Vote of the Members so represented shall be the act of the Members, unless a higher proportion or number is required by this Agreement. All votes of Members shall be in accordance with their then ownership interests in the Company. Any action requiring the approval of the Members shall be by Majority Vote unless otherwise provided in this Agreement.

ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS; BOOKS AND RECORDS

5.1 **Allocation of Profits and Losses.** It is the intention of the Company and the Members that the allocation of profits and losses to the Members pursuant to this Agreement shall be consistent with the provisions of Code Section 1366 dealing with the allocation of profits and losses to S-Corporation shareholders.

5.2 **Distributions.** Distributions shall be made to the Members at such times and in such amounts as determined by the Members. Notwithstanding any provision to the contrary contained in

this Agreement, the Company shall not be required to make a distribution to a Member on account of his ownership interest in the Company if such distribution would violate any other applicable law.

5.3 **Books and Records**. The Members shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. A Member, or his Representative, shall have the right to examine the Company books and records during normal business hours. The Company's books of account shall be kept using the method of accounting determined by the Members.

5.4 **Tax Decisions**. All tax decisions shall be made by the Members.

ARTICLE VI
TRANSFER OF MEMBER'S OWNERSHIP INTEREST

6.1 Each Member agrees that he or she will not, without the prior written consent of the other Member, transfer, assign, sell, give, pledge, hypothecate or otherwise encumber all or any part of his or her ownership interests in the Company to someone other than a Permitted Transferee except as otherwise permitted in this Article VI. Any attempt to transfer all or any part of an ownership interest other than as permitted in this Article VI shall be null and void and have no effect whatsoever. However, following any such permitted transfer, said ownership interest in the hands of the assignee shall continue to be subject to the terms and provisions of this Agreement.

6.2 If a Member desires to sell, assign or exchange all or a portion of his or her ownership interest in the Company ("Assignor") to someone other than a Permitted Transferee, then he or she shall first offer the same, in writing, to the other Member (the "Remaining Member"), who shall have thirty (30) days after receipt of such offer to accept or reject the offer ("Option Period"), and if accepted, sixty (60) days from the expiration of the Option Period to close. If the offer is rejected, in whole or in part, then the Assignor shall be free to sell or assign the rejected ownership interest, on the same terms and conditions, to the aforesaid third party ("Assignee"), provided the sale is consummated within sixty (60) days following the expiration of the Option Period.

6.3 (A) Upon the occurrence of a Triggering Event, the Member or his or her Representative shall promptly sell, and the Remaining Member shall promptly purchase, for the purchase price and in accordance with the terms specified in paragraph (E) of this Article 6.3, such Member's ownership interest which he or she owned as of the date of the Triggering Event. For purposes of this Article 6.3, "Triggering Event" shall mean (i) the death or disability of a Member; (ii) the unauthorized transfer of an ownership interest by a Member; or (iii) the Bankruptcy of a Member.

(B) Upon a Member's death, the Remaining Member and/or Company shall immediately collect the proceeds of the insurance policies acquired to fund obligations under this Agreement, which policies are reflected in **EXHIBIT "C"** attached hereto, and shall apply as much of the proceeds as is necessary to purchase the ownership interest of the deceased Member (the "Deceased Member"). If the insurance proceeds exceed the Purchase Price as determined in paragraph (D) of this Article 6.3, then the Remaining Member and/or Company may retain the remaining proceeds. If the insurance proceeds are not sufficient to purchase all of the Deceased Member's ownership interest, then the Purchase Price, or the balance thereof, shall be paid in accordance with the terms set forth in paragraph (E) of this Article 6.3.

(C) A Member shall be deemed disabled for purposes of this Agreement if he or she:

(a) has been declared legally incompetent by a final court decree (the date of such decree being deemed to be the date on which the disability occurred); or

(b) has been found to be disabled pursuant to a Disability Determination.

A "Disability Determination" means a finding that a Member, because of a medically determinable disease, injury, or other mental or physical disability, is unable to perform substantially all of his or her regular duties for the Company and that such disability is determined or reasonably expected to last at least twelve (12) months. The Disability Determination shall be based on the written opinion of the physician regularly attending such Member, who must be board certified in the speciality most closely related to the nature of the disability alleged to exist.

(D) Unless otherwise agreed to by the parties, the purchase price ("Purchase Price") for an ownership interest purchased under this Article 6.3 ("Optioned Interest") shall be based on the fair market value of the Optioned Interest as of the date of the Triggering Event, determined by multiplying the percentage the Optioned Interest bears to the total of all ownership interests by the fair market value of the Company (i) as set out in a Certificate of Value, executed by the Company and all of the Members and attached hereto as **EXHIBIT "B"**, or (ii) if the date of the Triggering Event is more than two (2) years after the date of the most recently executed Certificate of Value, then as determined by a qualified appraiser selected by the Members, or if the Members cannot agree on an appraiser, then as selected by the accountant for the Company.

(E) The payment for any purchase under this Article 6.3 shall be made in cash unless the Remaining Member elects to pay a portion of the Purchase Price in cash and the balance thereof in installments. If the Remaining Member elects to pay a portion of the Purchase Price in installments, then, unless the parties to the transaction otherwise agree, at least **twenty percent (20%)** of the total Purchase Price shall be paid in the form of cash at the closing date. The balance of the Purchase Price not paid in cash shall be paid, together with interest at the Prime Rate, in equal monthly installments over a period specified by the Remaining Member, but not in excess of **Five (5) years** from the closing date. The balance of the Purchase Price payable in installments shall be represented by an installment note secured by the ownership interest so transferred and an appropriate security agreement relating thereto.

6.4 No assignment of any Member's ownership interest in compliance with this Article VI, even if it results in the substitution of the assigned as a Member herein, shall release the assignor from those liabilities to the Company which survive such assignment.

6.5 Any assignment by a Member of all or any part of his or her ownership interest in the Company shall be subject to the following:

(A) The assignment instrument shall be in form and substance satisfactory to the Remaining Member. Any additional information requested by the Remaining Member, including any information relative to the Assignee, shall be promptly furnished by the requesting Assignor, and, no decision need be reached by the Remaining Member until such information is furnished.

(B) The Assignee shall have submitted his or her written acceptance and adoption of all the terms and provisions of this Agreement, including any and all amendments to this Agreement to be made subsequent to the assignment.

(C) The Assignor shall have paid, or obligated himself or herself to pay, all reasonable expenses connected with such transfer, including, but not limited to, the cost of preparing and filing any amendment to this Agreement necessary to effectuate the transfer or required under the Act.

6.6 No Member's ownership interest in the Company has been registered under the Securities Act of 1933, as amended. Each Member represents that the Member is acquiring his or her ownership interest in the Company for investment purposes only for the account of the Member and has no present intention of selling his or her ownership interest in the Company.

ARTICLE VII
DISSOLUTION AND TERMINATION

7.1 **Events of Dissolution**. The Company shall be dissolved upon the occurrence of the following events:

(A) the unanimous vote of the Members;

(B) the dissolution of the Company pursuant to the Act, by operation of law or by judicial decree; or

(C) a single member becoming the owner of all of its ownership interest which are the subject of this Agreement.

7.2 **Continuation of Agreement**. In the event of the dissolution of the Company, the business and affairs of the Company shall continue to be governed by this Agreement during the winding up of the Company's business and affairs.

ARTICLE VIII
LIQUIDATION

8.1 **Winding Up and Liquidation of Company**. Upon the dissolution and/or termination of the Company, the Members shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order or priority:

(A) to the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation;

(B) to the payment of any loans or advances made to or for the benefit of the Company by a Member, but if the amount available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members through the use of a fraction whose numerator is the amount owed to a single member and whose denominator is the total amount owed to all members (thus, for example, if Member A were owed $2,000 and Member B were owed $1,000,

(B) The Assignee shall have submitted his or her written acceptance and adoption of all the terms and provisions of this Agreement, including any and all amendments to this Agreement to be made subsequent to the assignment.

(C) The Assignor shall have paid, or obligated himself or herself to pay, all reasonable expenses connected with such transfer, including, but not limited to, the cost of preparing and filing any amendment to this Agreement necessary to effectuate the transfer or required under the Act.

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and the amount available to compensate them was $600, then Member A would receive $400 (2/3 of $600) and Member B would receive $200 (1/3 of $600));

(C) to the setting up of any reserves which the Members may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company. Said reserves shall be paid over by the Members to any financial institution, as escrow agent, with trust authority in the county in which the principal accounting records of the Company have been maintained in order to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies or liabilities; and at the expiration of such period as the Members shall deem advisable, the financial institution shall distribute the balance remaining in the manner provided in this Article 8.1 and in the order named above; and

(D) to the payment of the balance, if any, of the respective capital accounts of the Members, if any.

8.2 **Certificate of Dissolution**. When all of the acts provided for in Article 8.1 have been accomplished, the Members shall file such Certificate of Dissolution and any other articles required in the State of Mississippi and in any other state that may be required by law.

ARTICLE IX
AMENDMENT OF THE AGREEMENT

Amendments. All amendments to this Agreement shall require the unanimous consent of the Members.

ARTICLE X
MISCELLANEOUS

10.1 **Notices**. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by electronic mail or facsimile if receipt is acknowledged by the addressee, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in **Exhibit "A"** attached hereto, unless the Company is notified in writing with regard to a change of address.

10.2 **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

10.3 **Counterparts**. This Agreement may be executed in multiple parts, each of which shall be deemed an original and all of which together shall constitute one agreement, by each of the parties hereto on the dates indicated in the acknowledgment of said parties, notwithstanding that all of the parties are not signatories to the same part or that signature pages from different parts are combined. The signature of any party to any part shall be deemed to be a signature to and may be appended to any other part.

10.4 **Constructions**. Words of gender used in this Agreement shall be interpreted to include the other gender, and words in the singular number shall be interpreted to include the plural (and vice versa), when the sense so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect it.

10.5 **Entire Agreement**. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not described herein.

10.6 **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement or its application to any person or circumstance shall, for any reason and to any extent, be found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.7 **Successors and Assigns**. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of all Members and their Representatives, heirs, permitted successors and permitted assigns.

10.8 **Drafting of Agreement**. The parties acknowledge that this Agreement was drafted by Page, Mannino, Peresich & McDermott, PLLC, as counsel to the Company, and reviewed and approved by the parties. The parties further acknowledge that they have been advised that a conflict of interest may exist between them and that they have had an opportunity to seek the advice of independent counsel and by execution of this Agreement hereby waive any conflict of interest which may result therefrom.

IN WITNESS WHEREOF, the Members have entered into this Agreement and have hereunto set their hands to multiple copies hereof, as of the effective date first written above.

MEMBERS:

Michael T. Lafferty, Sr.

Brax K. Clark

L:\CASES\50000-55000\52617\Bin No.605, LLC Docs\Op. Agmt. Amnd & Rest - Bin No.605, LLC v2.2 (05.23.17).wpd

F. THE PROPERTY HAS AMPLE INGRESS AND EGRESS TO AND FROM PROPERTY. THERE ARE SIDEWALKS FOR PEDESTRIAN SAFETY AND CONVENICE, TRAFFIC FLOW AND CONTROL AND ACCESS IN CASE OF FIRE OR CASTASTROPHE.

THERE IS OFF STREET PARKING FOR LOADING AWAY FROM TRAFFIC FLOW.

UTILITIES TO THE PROPERTY ARE AVALIABLE AND COMPATIBLE TO NORMAL STANDARDS, I.E. POWER, INTERNET, WATER, SEWER, ETC.

SCREENING AND BUFFERING WAS INSTALLED AS DIRECTED BY THE CITY PLANNING COMMISSION.

THE PROPERTY HAS SIGNS, ETERIOR, INTERIOR LIGTING THAT ADDS HARMONY WITHIN THE PROPERTY AND SURROUNDING DISTRICT.

THIS MOVE WILL BE IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THE ZONING ORDINANCE.

G. THE MOVEMENT OF MY BUSINESS WILL NOT CAUSE UNDUE TRAFFIC CONGESTION/HAZARD TO THE AREA. THERE IS AMPLE PARKING AND ACCESS TO THE PROPERTY

SE

PERMITS/INSP PAYMENT RECPT#: 11392542
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/20/22 TIME: 10:36
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

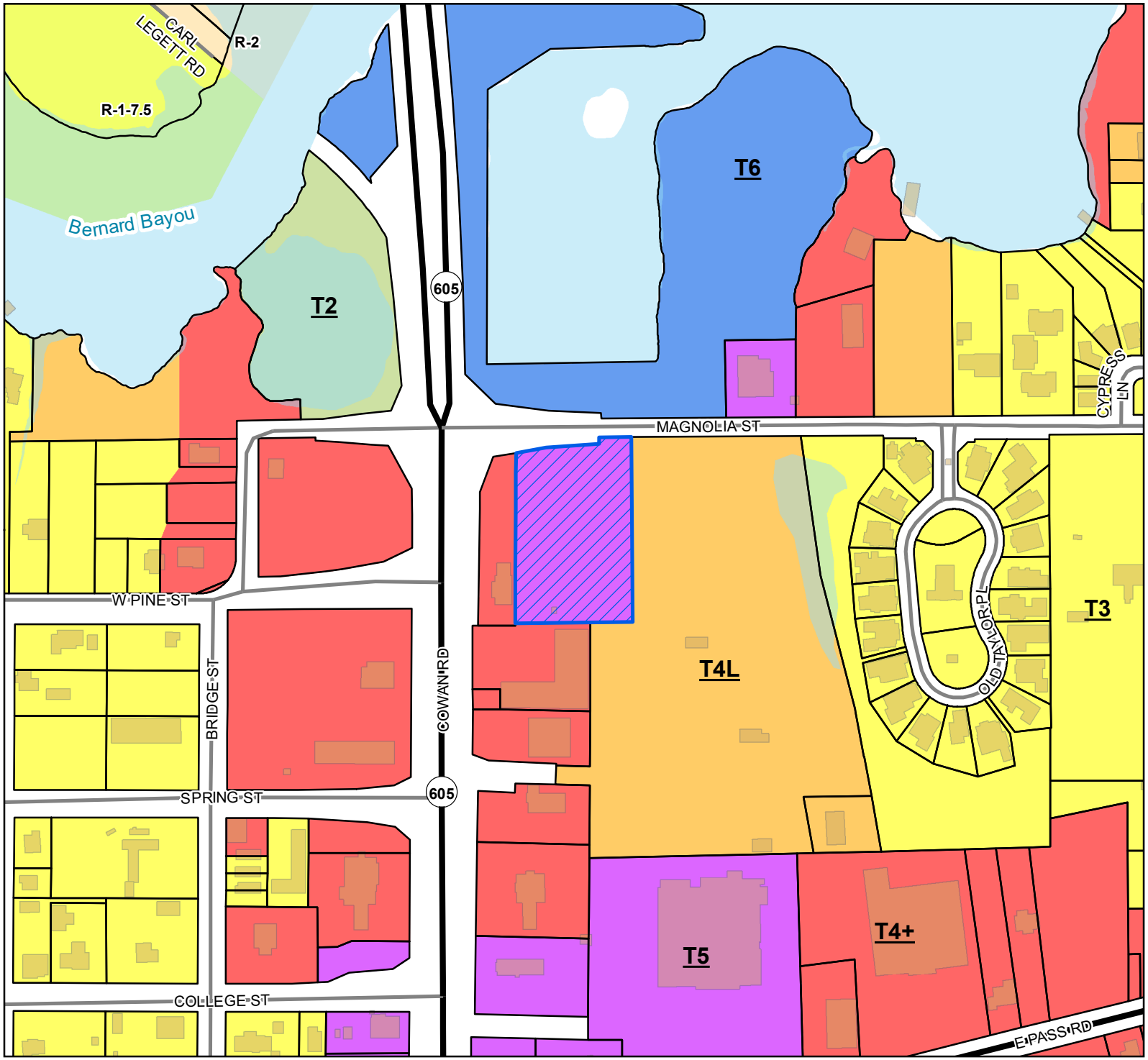
PAID BY:
PAYMENT METH: CHECK
4828
REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20813	1010F-02-041.000	605 HOLDINGS, LLC, BRAX CLARK - MEMBER (OWNER)	P. O. BOX 7852	GULFPORT	MS	39506
	20813	1010F-02-041.000	TODD LAFFERTY (OWNER)	12568 VILLAGE AVE WEST	BILOXI	MS	39532
			Adjacent Property Owners (2209SE153)				
	20682	1010E-01-006.000	MAGNOLIA PLEX LLC	2208 18TH ST STE B	GULFPORT	MS	39501
	95948	1010F-01-021.001	R A BRAUN CONST INC	P O BOX 171	BILOXI	MS	39533
	20813	1010F-02-041.000	605 HOLDINGS LLC	1116 COWAN RD STE H	GULFPORT	MS	39503
	83712	1010E-01-002.000	MAGNOLIA PLEX LLC	1414 25TH AVE	GULFPORT	MS	39501
	83431	1010F-01-020.000	WEIN-AIR HOLDINGS LLC	194 N SOUTHLAWN DR	LAFAYETTE	LA	70503
	20811	1010F-02-036.000	WENTWORTH JUDY	1226 W PINE ST	GULFPORT	MS	39507
	83450	1010F-02-042.000	BAYWOOD CAMP GROUNDS INC	12506 LORRAINE RD	BILOXI	MS	39532
	20810	1010F-02-037.000	PLATTS MARY KATE -TRUSTEE-	65 54TH STREET	GULFPORT	MS	39507
	20812	1010F-02-035.000	KROHN PROPERTIES LLC	1110 COWAN ROAD	GULFPORT	MS	39507
	20736	1010E-02-001.000	DEDEAUX UTILITY CO INC	1317 24TH AVE SUITE C	GULFPORT	MS	39501
	118605	1010F-02-034.002	PHYSICIAN SERVICES OF THE GULF COAS	1018 COWAN RD	GULFPORT	MS	39507
	20797	1010F-01-021.000	WEIN-AIR HOLDINGS LLC	315 S COURT ST	OPELOUSAS	LA	70570
	127386	1010F-02-036.001	DAK HOLDINGS LLC	2472 PASS ROAD STE A	BILOXI	MS	39531

2209SE153

Special Exception



Site
US or State Highway
Street
Parcels
Buildings
Water Features

Smart Code

T6
T5
T4+
T4L
T3
T2

Zoning

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

Site Information

1010F-02-041.00
Zoning: T5 (Urban center Zone)
Size: 2.2 acres
Flood: AE

0 40 80 120
Yards

1 inch = 300 feet

N
W E
S

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

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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

RE: Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), 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, August 18, 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, August 18, 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 Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: <u>Resubdivision 2209PC155:</u>
<u>Tabled to September meeting by Administration:</u>

Resubdivision 2209PC155, by owner Harvey Gulf International Marine, tax parcel 0909F-01-001.002, Divide into two new parcels, 13085 Seaway Rd, Zoned I-2 (Heavy industry), Ward 5

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case Number: 2209PC155

Date Received:

Receipt Number:

Received By:

Zoning: I-2

Ward: 5 Flood: AE

Size: 69 acres

(If necessary, use separate sheet of paper)

TAX PARCEL # 0 9 0 9 F – 0 1 – 0 0 1 . 0 0 2

Address of Property Involved: 13085 Seaway Road Gulfport, MS 39503

Lot(s) Parcel A-1, Block(s) _____, Subdivision Subdivision No. 2 of Bernard Bayou Industrial District

General Location: Located on the South Side of Seaway Road 1.5 miles West of Lorraine Road

GENERAL DESCRIPTION OF REQUEST:

To divide Parcel A-1 into two Parcels

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
Harvey Gulf International Marine	
Printed Name of Owner	Printed Name of Agent
701 Poydras Street Ste 3700	
Mailing Address	Mailing Address
New Orleans LA 70139	
City State Zip code	City State Zip code
(504) 348-2466	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
jeff@harveygulf.com	
Email	Email
Jeffrey Henderson, CFO	
Signature of Owner	Signature of Agent

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

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

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public for the State of Louisiana, Parish of Orleans, personally came and appeared:

Jeffrey Henderson

who, after first being duly sworn, did attest and state:

(1) He is an officer of Harvey Gulf International Marine, LLC (the "Company");

(2) There are no restrictive or protective covenants prohibiting the resubdivision of the property.

Jeffrey Henderson

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY PUBLIC, THIS
12th DAY OF ~~JANUARY~~ July, 2022.

Notary Public, State of Louisiana
Printed Name:
LA Notary Number:
My commission is for life.

MICHAEL A. THOMAS BAR NO. 27108
NOTARY PUBLIC, STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE
701 POYDRAS ST., SUITE 3700
NEW ORLEANS, LA 70139
(504) 460-5742

1st Judicial District
Instrument 2013 8362 D -J1
Filed/Recorded 5/29/2013 02:41 P
Total Fees $ 18.00
6 Pages Recorded

SCANNED

Prepared By and Return To:	With Review By (with respect to form):	Indexing Instructions:
Rose M. LeBreton LA. Bar No. 0816 Lugenbuhl, Wheeton, Peck, Rankin & Hubbard 601 Poydras Street, Suite 2775 New Orleans, LA 70130 Telephone: 504-568-1990	Bridgforth Rutledge MS Bar No. 99897 Phelps Dunbar, LLP 4270 I-55 North Jackson, MS 39211 Telephone: 601-360-9361	Part of Lots 6 and 7 of Subdivision No. 2 of Bernard Bayou Industrial District located in the SE ¼ of Sec. 14 & the NE ¼ of Sec. 23, Township 7 South, Range 11 West First Judicial District of Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
(FIRST JUDICIAL DISTRICT)

CONVEYANCE AND CONTRIBUTION
VIA
GENERAL WARRANTY DEED

REVIEWED

NEW TRINITY REALTY, LLC, a Delaware limited liability company,

Address: 13085 Seaway Road, Gulfport, MS 39503
Telephone Number: 228-276-1000
(hereinafter referred to as "Transferor"),

to

GULF COAST SHIPYARD REALTY, LLC, a Delaware limited liability company,

Address: 13085 Seaway Road, Gulfport, MS 39503
Telephone Number: 228-276-1000
(hereinafter referred to as "Transferee"),

WHEREAS, Transferor desires to convey to Transferee all of its right, title and interest in and to certain real property described below in exchange for those certain Units of Membership Interests in Transferee more fully described herein below.

NOW TRANSFEROR COMES, and for the consideration and on the terms hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby grant, bargain, sell, convey and warrant the following described real property:

> Commencing at the Northeast corner of Lot 4, Subdivision No. 1 of Bernard Bayou Industrial District, in the SW 1/4 of Section 15, Township 7 South, Range 11 West, Gulfport, Harrison County, Mississippi, as shown in Record of Plats in Plat Book 25, Page 26, run thence N 89°49'00" E 1996.5 feet, thence N 89°49'14" E 3988 feet, thence N 89°24'38" E 534 feet, thence N 89°24'27" E 941.99 feet to the Point of Beginning, thence continue N 89°24'27" E 62.06 feet, thence S 00°31'32" W 143.40 feet, thence S 03°52'17" W 162.20 feet, thence S 00°31'35" W 89.26 feet, thence S 00°58'48" E 55.24 feet, thence S 10°33'29" E 24.06 feet, thence S 10°53'05" E 29.23 feet, thence S 15°49'30" E 39.97 feet, thence S 89°45'01" E 781.90 feet, thence N 00°10'28" E 552.13 feet to said south margin of Seaway Road, thence N 89°24'27" E 203.73 feet, thence S 00°11'00" W 2556.84 feet, thence N 45°00'00" W 113.62 feet, thence N 90°00'00" W 896.46 feet, thence N 00°11'00" E 137.37 feet, thence N 89°31'00" W 455.44 feet, thence N 00°13'36" W 1244.28 feet, thence S 75°51'10" E 414.40 feet, thence N 09°57'07" E 294.60 feet, thence N 00°53'00" W 318.90 feet, thence N 22°31'59" W 12.02 feet, thence N 17°47'05" W 93.18 feet, thence N 10°40'40" W 21.17 feet; thence N 01°18'23" W 155.24 feet; thence N 07°14'38" W 160.46 feet; thence N 00°03'31" W 137.43 feet to the south margin of Seaway Road and the Point of Beginning, being a part of Lots 6 and 7 of Subdivision No. 2 of Bernard Bayou Industrial District located in the SE 1/4 of Section 14 and the NE 1/4 of Section 23, Township 7 South, Range 11 West, Harrison County, Mississippi. Said parcel contains 59.24 acres.

(the "**Property**"), together with all improvements thereon and appurtenances belonging thereto, with full warranty of title, and with full substitution and subrogation in and to any and all rights and actions of warranty which Transferor has or may have against all preceding owners and vendors, UNTO Transferee, accepting and purchasing for itself, its successors and assigns, acknowledging due delivery and possession of the Property.

Transferor hereby declares that the Property stands registered in the name of Transferor, that it has not been heretofore alienated by Transferor and that there are no mortgages, liens or encumbrances against the Property whatsoever, other than the following exceptions to the title (which shall also be exceptions to the warranty granted by Transferor hereunder):

1. Easement to Mississippi Power Company dated October 9, 1967, and recorded in Book 598, page 582.

2. Easements in Warranty Deed dated November 13, 2003, and recorded in Book 1649, page 417 (Instrument No. 2003 8840 D).

3. Easement Deed for Ingress and Egress dated May 2, 2006, and recorded as Instrument No. 2006 7224 D-J1.

4. Terms of that certain Trinity Yachts-Gulfport LLC Landlord's Waiver and Consent dated April 29, 2010, and recorded as Instrument No. 2010 2770 D-J1.

5. Resubdivison of Parcels "6A" & "6B" into Parcels "6A2" and "6B2" (and all matters shown thereon) dated May 5, 2008, and recorded as Instrument No. 2008 6505 D-J1.

6. All encroachments and other matters affecting title revealed by that certain ALTA/ACSM Land Title Survey dated 05/07/13 (Job/Project/Drawing No. 55598-05) by J. Michael Cassady of Cassady & Associates, Inc.

7. All leasehold and possessory interests affecting the Property.

8. The prior conveyance, lease or reservation, if any, of the oil, gas and other minerals lying in or under the Property.

9. Current year ad valorem taxes, which are not yet due and payable.

(collectively, the "**Permitted Exceptions**.") Nothing in this instrument should be interpreted to reimpose and or to evidence the intention to interrupt or revive prescription of any rights thereon or to recognize the validity thereof.

This conveyance and transfer is made as a contribution by Transferor to the capital of Transferee in return for 33,732.947 of Units of Membership Interests in Transferee equal to the value of the Property, and Transferor acknowledges the receipt and sufficiency thereof and grants full acquittance and discharge thereof.

All *ad valorem* taxes bearing against the Property have been paid, up to and including those due for the year 2012. Taxes for the year 2013 will be prorated between Transferor and Transferee as of the date of this instrument. Transferee shall be responsible for the payment of all *ad valorem* taxes bearing against the Property after and including those for the year 2013, and notices of such taxes shall be sent to Transferee at the address set forth in Transferee's appearance clause above. In the event that Transferor receives any notices related to property taxes on the Property, it shall immediately forward such notices to Transferee.

With the exception of the warranty of title set forth herein, Transferee hereby accepts the Property without any warranty whatsoever, even for the return of the purchase price, "AS IS, WHERE IS and WITH ALL FAULTS", and except as regards title matters, Transferee specifically waives any and all claims it may have against Transferor with respect to any and all claims concerning any vices or defects in the physical condition of the Property, whether obvious or latent, known or unknown, including, without limitation, any claim airing out of the presence of Hazardous Substances (as defined below) on, in or above the Property, or wetlands regulated pursuant to and defined by the Clean Water Act (33 U.S.C.§1251 et seq.). "Hazardous

Substances" are defined as any solid hazardous or toxic substances and wastes, including, without limitation, petroleum products, asbestos, PCBs, and any other chemical or substance or pollutants, the disposal, storage or discharge of which is regulated by "CERCLA" (42 U.S.C. §§1251, et seq.),"RCRA" (42 U.S.C. §§ 6901, et seq.), the "Clean Water Act" (33 U.S.C. §§ 1251, et seq.), the "Clean Air Act" (44 U.S.C. §§ 7401, et seq), the "Toxic Substance Control Act (15 U.S.C. § 2601 and 2692), the Safe Water Drinking Act (42 U.S.C. §300f-300j-26), or any regulations promulgated thereunder or any similar state or federal laws or regulations.

Notwithstanding the foregoing, nothing contained in the preceding paragraph shall operate to waive Transferee's claims against Transferor pursuant to that certain Securities Purchase Agreement dated May 24, 2013, by and among Gulf Coast Shipyard Operations, Inc., Gulf Coast Shipyard Realty, LLC, Littlejohn Fund IV, L.P., Littlejohn Fund IV-A, L.P., Littlejohn Executive Fund IV, L.P., GCSR Domestic Blocker, Inc., GCSR Executive Blocker, Inc., GCSR Foreign Blocker, Inc., New Trinity Operations, LLC and Transferee.

This instrument may be executed and notarized in counterparts, and, when completed, shall be taken as one complete and valid instrument.

SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Transferor has executed this Warranty Deed on the date set forth below.

NEW TRINITY REALTY, LLC

By: _____
Name: John Dane III
Title: President

Date: May 24, 2013

STATE OF LOUISIANA

PARISH OF ORLEANS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 2013, within my jurisdiction, the within named **John Dane, III**, who acknowledged that s/he is **President** of **New Trinity Realty, LLC**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, s/he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:

ROSE McCABE LeBRETON
Attorney/Notary Public
Orleans Parish, Louisiana
My Commission is issued for Life
La. Bar Roll No. 08216

_____ (SEAL)

PD.9693414.1

IN WITNESS WHEREOF, Transferee has executed this Warranty Deed on the date set forth below.

GULF COAST SHIPYARD REALTY, LLC

By: _____
Name: John Dane III
Title: President

Date: May 24, 2013

STATE OF LOUISIANA

PARISH OF ORLEANS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 2013, within my jurisdiction, the within named **John Dane, III**, who acknowledged that s/he is **President** of **Gulf Coast Shipyard Realty, LLC**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, s/he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

NOTARY PUBLIC

My Commission Expires:

ROSE McCABE LeBRETON
Attorney/Notary Public
Orleans Parish, Louisiana
My Commission is issued for Life
La. Bar Roll No. 08216

_____ (SEAL)

PD.9693414.1

WRITTEN CONSENT OF THE MANAGING MEMBER OF GULF COAST SHIPYARD REALTY, LLC

August 15, 2018

The undersigned, being the managing member (the "***Member***") of Gulf Coast Shipyard Realty, LLC ("***Realty LLC***"), a Delaware limited liability company, does hereby consent to and adopt the following resolutions.

WHEREAS, Realty LLC desires to proceed with and ratify certain matters relating to the emergence of HGIM Corp., a Delaware corporation ("***Corp***"), from bankruptcy;

WHEREAS, on March 7, 2018, HGIM Holdings, LLC, a Delaware limited liability company and parent of Corp ("***Holdings***"), Corp and certain other direct and indirect subsidiaries of Corp (collectively, the "***Debtors***") filed voluntary petitions for reorganization in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Bankruptcy Court***") seeking relief under the provisions of chapter 11 of Title 11 ("***Chapter 11***") of the United States Code (the "***Bankruptcy Code***") under the caption *In re HGIM Holdings, LLC, et al.*, Case No. 18-31080 (the "***Chapter 11 Cases***");

WHEREAS, in connection with the Chapter 11 Cases, Holdings, Corp, the lending institutions and certain other parties to that certain Senior Secured Term and Revolving Credit Agreement, dated as of June 18, 2013 (as amended by the First Amendment dated as of October 11, 2013, the Second Amendment dated as of May 2, 2014, the Third Amendment dated as of May 2, 2014 and the Fourth Amendment dated as of March 16, 2016, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "***Original Credit Agreement***") entered into the Restructuring Support Agreement on February 8, 2018, which provides for the implementation of a restructuring involving Holdings, Corp and certain of the subsidiaries of Corp on the terms set forth therein, including a joint prepackaged plan of reorganization (including all annexes, exhibits, schedules and supplements thereto, in each case, as may be amended, modified or supplemented from time to time only in accordance with the terms thereof, the "***Plan***");

WHEREAS, on May 23, 2018, the Bankruptcy Court entered an order (the "***Confirmation Order***") pursuant to the Bankruptcy Code, which approved and confirmed the Plan;

WHEREAS, pursuant to the Plan, the lenders under the Original Credit Agreement are entitled to receive, in exchange for the release and discharge of the loans and accrued and unpaid interest outstanding under the Original Credit Agreement, new term loans under an exit term loan facility to be issued (or deemed issued) in the initial aggregate principal amount of $350,000,000 (the "***Credit Facility***");

WHEREAS, pursuant to the Plan, Corp and certain of its subsidiary guarantors entered into all documents related to the Credit Facility, including a definitive credit agreement that will govern the Credit Facility (the "***Credit Agreement***"), dated as of July 2, 2018, between Corp, as borrower, the lenders from time to time party thereto (the "***Lenders***") and Bank of America, N.A., as administrative agent (the "***Agent***");

WHEREAS, pursuant to the Credit Agreement, Realty LLC desires to enter into (a) that certain Joinder to Amended and Restated Guaranty, dated as of August [ ], 2018 (the "***Guaranty***"), by Realty LLC and Gulf Coast Shipyard Group, Inc., a Delaware corporation ("***GCSG***"), in favor of the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement) and (b) that certain Joinder to Amended and Restated Guarantor Security Agreement, dated as of August [ ], 2018 (the "***Security Agreement***"), between Realty LLC, GCSG and the Agent.

WHEREAS, Realty LLC will receive direct and indirect benefits from the transactions contemplated by the Credit Agreement and the other Credit Documents (as defined below);

WHEREAS, the Member deems the execution and delivery of the Guaranty, the Security Agreement and the other Credit Documents by Realty LLC, and the performance of the transactions contemplated thereby by Realty LLC, to be desirable, advisable and in the best interest of Realty LLC;

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement attached hereto;

WHEREAS, pursuant to the Credit Agreement, Realty LLC is required, or may deem it necessary or appropriate, (a) to execute, deliver and perform its obligations under a security agreement, a pledge agreement and other loan documents, commitment letters, engagement letters, term sheets, fee letters, letter of credit agreements, letters of credit, promissory notes, deeds of trust, mortgages, vessel mortgages, assignments of insurances, insurance subordination undertakings, fixture filings, assignments of production and/or as-extracted collateral, security agreements, pledge agreements, guaranty agreements, escrow agreements, control agreements (including deposit account control agreements), securities account control agreements, commodity account control agreements, subordination agreements, equity interest transfer powers, payoff letters, indemnities, licenses, supplemental indentures, assignments, contribution deeds, deeds of pledge or charge, undertakings, reaffirmations, comfort letters, consents, reports, waivers, releases, addenda, purchase agreements, powers of attorney, affidavits, certifications, requests, supplements (including supplements to loan documents or schedules), notices, and other agreements, documents, instruments, contracts, financing statements or certificates, as each of the foregoing may be amended, amended and restated, modified, supplemented, extended, renewed or replaced from time to time (all of the foregoing referred to above, including the Credit Agreement, are collectively referred to herein as the "***Credit Documents***"); and (b) to take such other actions, including, without limitation, (i) the grant of liens on all or substantially all of its assets (including, without limitation, the pledge of equity interests in its Subsidiaries and other persons and entities) in favor of the Lenders or other agents or trustees, on behalf of the secured parties described or named in the Credit Documents, to secure any or all Indebtedness, Obligations or other liabilities of Realty LLC, arising under or in connection with the Credit Agreement, the other Credit Documents and hedging agreements and treasury management agreements between Realty LLC and the Lenders or affiliates of Lenders, and all other obligations under or described in the Credit Documents), (ii) the guarantee of all Obligations and Indebtedness, (iii) the filing of UCC financing statements or amendments thereto, or other filings necessary to perfect or give notice of liens, (iv) the filing of any deeds of trust or mortgages, and any amendments, amendments and restatements, modifications or supplements thereto, necessary to perfect or give notice of liens, (v) the delivery of equity interest transfer powers and equity certificates, (vi) the payment of fees,

costs and expenses, (vii) the giving of notices, the designation of persons authorized to act, and (viii) other actions as may be necessary or appropriate to consummate the transactions and perform the Credit Documents, including, without limitation, the execution, delivery and filing of mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to mortgages, other collateral documents, and the other Credit Documents (collectively, "***Related Actions***");

WHEREAS, the Member desires to authorize and consent to the execution and delivery of and the performance by Realty LLC of its obligations and agreements under the Credit Documents and the taking of any and all Related Actions;

WHEREAS, pursuant to the Credit Agreement, Realty LLC may be required to consummate certain transactions after the effective date of the Guaranty and Security Agreement (collectively, the "***Post Effective Date Transactions***"), including, without limitation, the execution, delivery and filing of mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to mortgages and other collateral documents, including, without limitation, vessel mortgages, assignments of insurances, insurance subordination undertakings and a certain mortgage, security agreement and assignment of rents covering certain property located in Louisiana (the "***Post-Closing Documents***"); and

WHEREAS, the Member desires to authorize and consent to the execution, delivery and performance of the Post-Closing Documents and the consummation of the other Post Effective Date Transactions by or on behalf of Realty LLC.

NOW, THEREFORE, BE IT RESOLVED, that the execution, delivery and performance of the Guaranty and Security Agreement by Realty LLC and the consummation of the transactions contemplated thereunder by Realty LLC, including the execution, delivery and performance of the other Credit Documents and the Post-Closing Documents and the taking of any and all Related Actions and the Post Effective Date Transactions are hereby authorized and approved, and that the officers of Realty LLC (each, an "***Authorized Officer***" and collectively, the "***Authorized Officers***"), any one of whom may act without the joinder of any of the others, is hereby severally authorized, empowered and directed, in the name and on behalf of Realty LLC, to execute and deliver any document required to authorize Realty LLC's, execution, delivery and performance of the Guaranty, Security Agreement and the other Credit Documents;

FURTHER RESOLVED, that the signature of any Authorized Officer to any document to which Realty LLC is a party in connection therewith shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such document;

FURTHER RESOLVED, that any person dealing with any Authorized Officer on behalf of Realty LLC in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such officer and by his or her execution of any document or agreement, the same shall be valid and binding obligations of Realty LLC enforceable in accordance with its terms;

FURTHER RESOLVED, that the Member hereby authorizes Realty LLC, for itself and to the extent it serves as a member, general partner, managing member or other governing body of

any of its current or future subsidiaries, to execute all agreements or documents, and to take any and all Related Actions, as may be contemplated or required by the Credit Documents and the Post-Closing Documents and all current and future subsidiaries of Realty LLC, to the extent applicable, to execute all agreements or documents, and to take any and all Related Actions, as may be contemplated or required by the Credit Documents and the Post-Closing Documents;

FURTHER RESOLVED, that the following individuals, effective as of the date hereof, are hereby elected to the office or offices of Realty LLC set forth opposite their respective names below, to hold office until their respective successor is elected and qualified or until their respective earlier death, resignation or removal:

Name	Title
Shane J. Guidry	Chief Executive Officer
Jeffrey Henderson	Chief Financial Officer
Robert A. Vosbein, Jr.	General Counsel and Chief Administrative Officer

FURTHER RESOLVED, that the officers appointed herein are the only officers of Realty LLC, all other individuals previously holding offices of Realty LLC having resigned or been removed.

General Authorization

FURTHER RESOLVED, that the Authorized Officers are authorized and directed, on behalf and in the name of Realty LLC, to do or cause to be done any and all such further acts and things and to execute, deliver and file any and all such additional agreements, documents, instruments and certificates as such Authorized Officer may deem necessary or appropriate in furtherance of, or to effect, the matters authorized or contemplated by, the foregoing resolutions; and

FURTHER RESOLVED, that any and all acts heretofore done, and any and all agreements, documents, instruments and certificates heretofore executed and delivered, in the name and on behalf of Realty LLC, in furtherance of or to effect the matters authorized by the foregoing resolutions, are hereby approved and ratified in all respects with the same force and effect as if such approval had been given in advance by the Member.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this consent to be duly executed as of the date first set forth above.

GCSR HOLDINGS, INC., as managing member of
Gulf Coast Shipyard Realty, LLC

By: _____
Name: Shane J. Guidry
Title: Chief Executive Officer

REFERENCE:

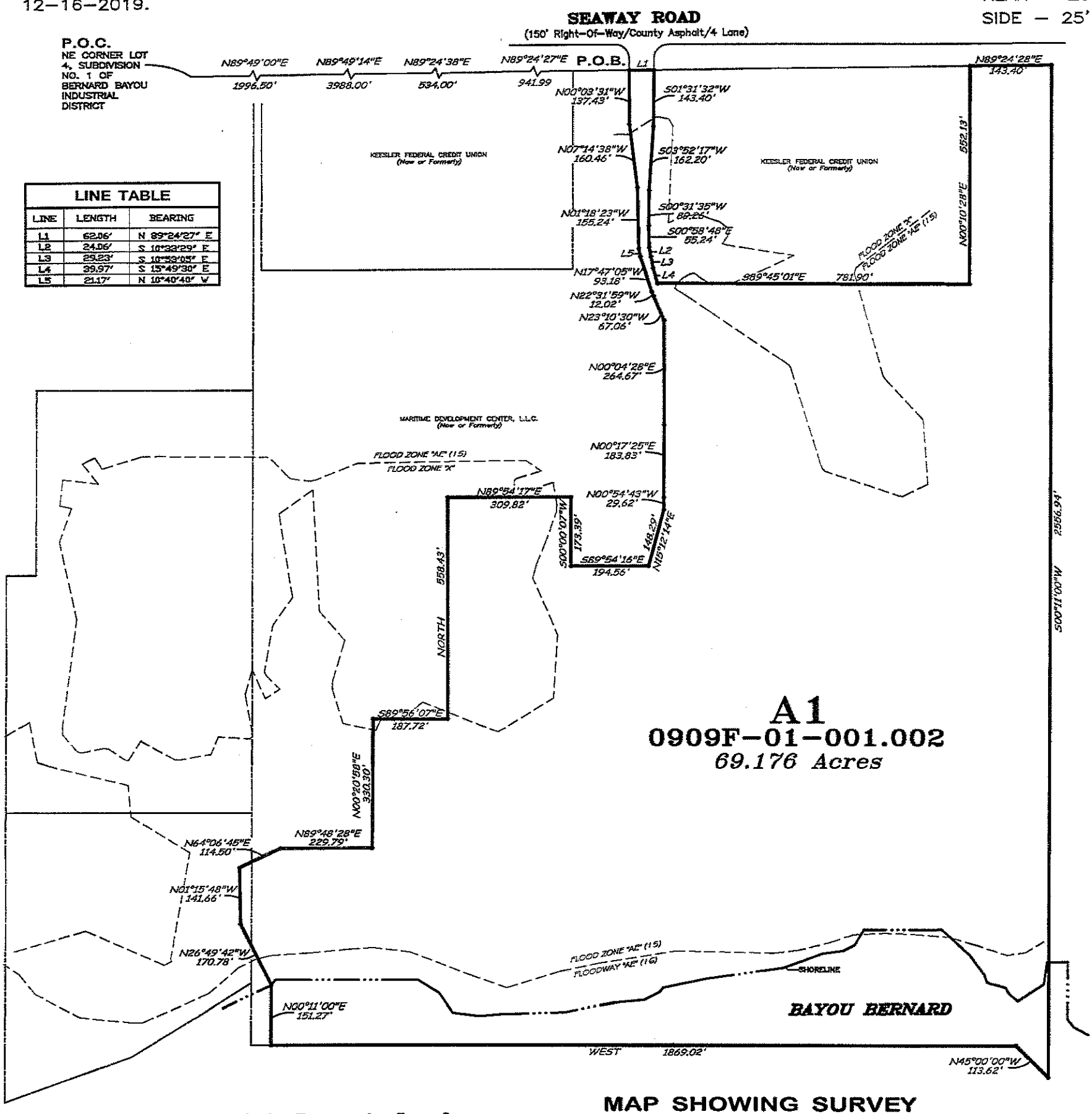
1. ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND LOCATED IN SECTIONS 14 & 23, T7S–R11W.., CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI FOR ADAMS & REESE LLP BY MICHAEL P. BLANCHARD, P.S. DATED 12–16–2019.

300 0 300 600 900

GRAPHIC SCALE – FEET

BUILDING LINES: FRONT – 50'
REAR – 25'
SIDE – 25'

2211597



LINE TABLE		
LINE	LENGTH	BEARING
L1	62.06'	N 89°24'27" E
L2	24.06'	S 10°33'29" E
L3	29.23'	S 10°33'05" E
L4	39.97'	S 15°49'30" E
L5	21.17'	N 10°40'40" W

MAP SHOWING SURVEY & RESUBDIVISION OF PARCEL A1 INTO PARCELS A1A & A1B

BERNARD BAYOU INDUSTRIAL PARK NO. 2

LOCATED IN SECTIONS 14 & 23, T 7 S–R 11 W
CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 1 OF 4

DRAWN BY:	CRS
CREW CHIEF:	
TECHNICIAN:	CRS
CHECKED BY:	
CHECKED BY:	

OWNER(S)/BUYER(S)

HARVEY GULF INTERNATIONAL MARINE, L.L.C.

BASE BEARING: GPS - C4GNET - RTN (MS SPCS-EAST ZONE-NAD83)
FLOOD ZONE: "AE" (15, 16) & "X" BASE FLOOD ELEVATION: N/A
F.E.M.A. F.I.R.M. PANEL NO. 28047 C 0266 G DATED: 12/21/17

THIS SURVEY WAS PREPARED AT THE REQUEST AND FOR THE EXCLUSIVE USE OF **HARVEY GULF INTERNATIONAL MAINE, L.L.C.** *THE PURPOSE AND INTENTION OF THIS SURVEY IS TO DETERMINE WHETHER ENCROACHMENTS EXIST ACROSS PROPERTY LINES AND IS FOR MORTGAGE PURPOSES ONLY. THIS FIRM WAS NOT CONTRACTED TO PERFORM A COMPLETE TITLE ABSTRACT OF THE PROPERTY SHOWN HEREON. BE AWARE THAT THE SERVITUDES SHOWN HEREON WERE TAKEN FROM REFERENCE DATA AND THAT OTHER SERVITUDES, ENCUMBERANCES OR RESTRICTIONS, EITHER VISIBLE OR NOT VISIBLE, MAY AFFECT THE SUBJECT PROPERTY. ALSO, A WETLANDS INVESTIGATION WAS NOT REQUESTED AND IS NOT A PART OF THIS SURVEY.*

LESTER A. McLIN, JR.
Name

PRELIMINARY

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT

2450
MS. Lic. No.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS FIRM MADE A FIELD SURVEY OF THE PROPERTY SHOWN HEREON AND THAT THIS MAP IS MADE IN ACCORDANCE WITH FIELD NOTES OF SAID SURVEY RECORD PLATS AND/OR DESCRIPTIONS. THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, UNLESS OTHERWISE SHOWN. THIS SURVEY IS IN ACCORDANCE WITH THE "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI" BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND MEETS THE REQUIREMENTS FOR A CLASS "B" SURVEY.

PRELIMINARY

LESTER A. McLIN, JR.
PROFESSIONAL LAND SURVEYOR
REG. # 2450

McLin Taylor, Inc.
Engineering and Land Surveying
28339 FROST ROAD LIVINGSTON, LA. 70754 (225)686–1444

DATE: 07/05/22

W.O. # 2211597

X:\LP-21\2211597_Bernard Bayou Industrial District\dwg\Plats\2211597_Preliminary Resub.dwg

REFERENCE:

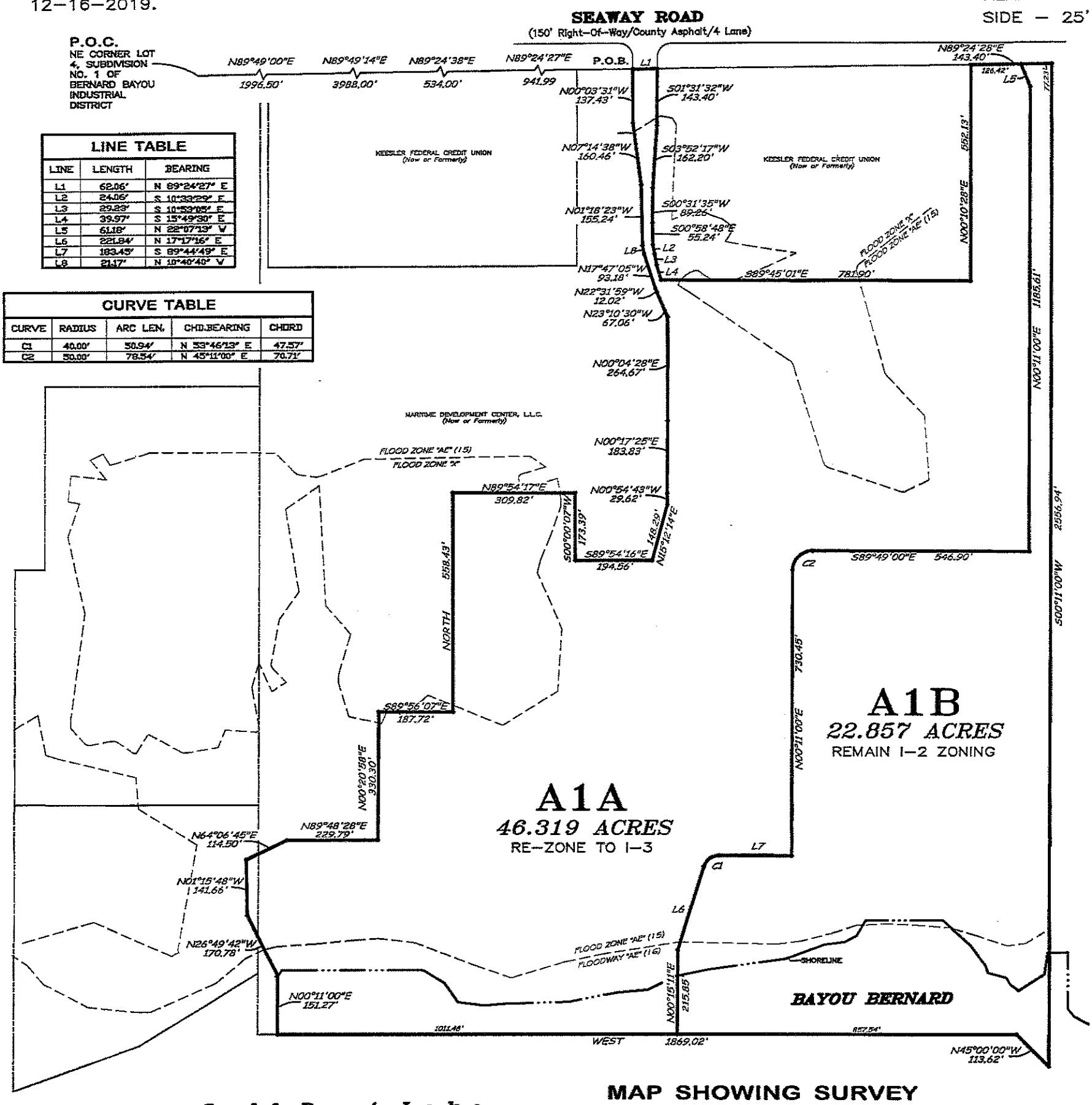
1. ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND LOCATED IN SECTIONS 14 & 23, T7S–R11W.., CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI FOR ADAMS & REESE LLP BY MICHAEL P. BLANCHARD, P.S. DATED 12–16–2019.

300 0 300 600 900

GRAPHIC SCALE – FEET

BUILDING LINES: FRONT – 50'
REAR – 25'
SIDE – 25'

2211597



LINE TABLE		
LINE	LENGTH	BEARING
L1	62.06'	N 89°24'27" E
L2	24.06'	S 10°33'29" E
L3	29.23'	S 10°53'05" E
L4	39.97'	S 15°49'30" E
L5	61.18'	N 22°07'13" W
L6	221.84'	N 17°17'16" E
L7	183.45'	S 89°44'49" E
L8	21.17'	N 10°40'40" W

CURVE TABLE				
CURVE	RADIUS	ARC LEN.	CHD.BEARING	CHORD
C1	40.00'	50.94'	N 53°46'13" E	47.57'
C2	50.00'	78.54'	N 45°11'00" E	70.71'

SHEET 2 OF 4

OWNER(S)/BUYER(S)

HARVEY GULF INTERNATIONAL MARINE, L.L.C.

BASE BEARING: GPS - C4GNET - RTN (MS SPCS-EAST ZONE-NAD83)
FLOOD ZONE: "AE" (15, 16) & "X" BASE FLOOD ELEVATION: N/A
F.E.M.A. F.I.R.M. PANEL NO. 28047 C 0266 G DATED: 12/21/17

MAP SHOWING SURVEY & RESUBDIVISION OF PARCEL A1 INTO PARCELS A1A & A1B

BERNARD BAYOU INDUSTRIAL PARK NO. 2
LOCATED IN SECTIONS 14 & 23, T 7 S–R 11 W
CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

DRAWN BY:	CRS
CREW CHIEF:	
TECHNICIAN:	CRS
CHECKED BY:	
CHECKED BY:	

THIS SURVEY WAS PREPARED AT THE REQUEST AND FOR THE EXCLUSIVE USE OF **HARVEY GULF INTERNATIONAL MAINE, L.L.C.** *THE PURPOSE AND INTENTION OF THIS SURVEY IS TO DETERMINE WHETHER ENCROACHMENTS EXIST ACROSS PROPERTY LINES AND IS FOR MORTGAGE PURPOSES ONLY. THIS FIRM WAS NOT CONTRACTED TO PERFORM A COMPLETE TITLE ABSTRACT OF THE PROPERTY SHOWN HEREON. BE AWARE THAT THE SERVITUDES SHOWN HEREON WERE TAKEN FROM REFERENCE DATA AND THAT OTHER SERVITUDES, ENCUMBERANCES OR RESTRICTIONS, EITHER VISIBLE OR NOT VISIBLE, MAY AFFECT THE SUBJECT PROPERTY. ALSO, A WETLANDS INVESTIGATION WAS NOT REQUESTED AND IS NOT A PART OF THIS SURVEY.*

LESTER A. McLIN, JR.
Name

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2450
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PRELIMINARY

LESTER A. McLIN, JR.
PROFESSIONAL LAND SURVEYOR
REG. # 2450

McLin Taylor, Inc.
Engineering and Land Surveying
28339 FROST ROAD LIVINGSTON, LA. 70754 (225)686–1444

DATE: 07/05/22

W.O. # 2211597

X:\LP-21\2211597_Bernard Bayou Industrial District\dwg\Plats\2211597_Preliminary Resub.dwg

IN ACCORDANCE WITH SECTION 9–48 OF THE CODE OF ORDINANCES (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF 2 UNNAMED PARCELS IN SECTIONS 14 & 23, TOWNSHIP 7, RANGE 11 WEST INTO PARCEL "A" & PARCEL "B". THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED SOUTH OF SEAWAY ROAD AND EAST OF GLASCOCK DRIVE. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTY IS 0909F–01–001.002, (DEED BOOK _____, PAGE _____). THE CASE FILE NUMBER IS _____.

2211597

OVERALL LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION

BEGIN AT THE NORTHEAST CORNER OF LOT 4, SUBDIVISION NO. 1 OF BERNARD BAYOU INDUSTRIAL DISTRICT AND COMMENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1996.50 FEET, THENCE NORTH 89 DEGREES 49 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 3988.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 534.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 941.99 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 62.06 FEET TO A CORNER; THENCE SOUTH 01 DEGREES 31 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 143.40 FEET TO A CORNER; THENCE SOUTH 03 DEGREES 52 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 162.20 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 31 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 89.26 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 58 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 55.24 FEET TO A CORNER; THENCE SOUTH 10 DEGREES 33 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 24.06 FEET TO A CORNER; THENCE SOUTH 10 DEGREES 53 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 29.23 FEET TO A CORNER; THENCE SOUTH 15 DEGREES 49 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 39.97 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 45 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 781.90 FEET TO A CORNER; THENCE NORTH 00 DEGREES 10 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 552.13 FEET TO A CORNER; THENCE NORTH 89 DEGREES 24 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 143.40 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2556.94 FEET TO A CORNER; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 113.62 FEET TO A CORNER; THENCE WEST FOR A DISTANCE OF 1869.02 FEET TO A CORNER; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 151.27 FEET TO A CORNER; THENCE NORTH 26 DEGREES 49 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 170.78 FEET TO A CORNER; THENCE NORTH 01 DEGREES 15 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 141.66 FEET TO A CORNER; THENCE NORTH 64 DEGREES 06 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 114.50 FEET TO A CORNER; THENCE NORTH 89 DEGREES 48 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 229.79 FEET TO A CORNER; THENCE NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 330.30 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 56 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 187.72 FEET TO A CORNER; THENCE NORTH FOR A DISTANCE OF 558.43 FEET TO A CORNER; THENCE NORTH 89 DEGREES 54 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 309.82 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 173.39 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 194.56 FEET TO A CORNER; THENCE NORTH 15 DEGREES 12 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 148.29 FEET TO A CORNER; THENCE NORTH 00 DEGREES 54 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 29.62 FEET TO A CORNER; THENCE NORTH 00 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 183.83 FEET TO A CORNER; THENCE NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 264.67 FEET TO A CORNER; THENCE NORTH 23 DEGREES 10 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 67.06 FEET TO A CORNER; THENCE NORTH 22 DEGREES 31 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 12.02 FEET TO A CORNER; THENCE NORTH 17 DEGREES 47 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 93.18 FEET TO A CORNER; THENCE NORTH 10 DEGREES 40 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 21.17 FEET TO A CORNER; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 155.24 FEET TO A CORNER; THENCE NORTH 07 DEGREES 14 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 160.46 FEET TO A CORNER; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 137.43 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 69.176 ACRES

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION

PARCEL A1A (AS PER SURVEY), AND THE NEW LEGAL DESCRIPTION

BEGIN AT THE NORTHEAST CORNER OF LOT 4, SUBDIVISION NO. 1 OF BERNARD BAYOU INDUSTRIAL DISTRICT AND COMMENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1996.50 FEET, THENCE NORTH 89 DEGREES 49 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 3988.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 534.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 941.99 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 62.06 FEET TO A CORNER; THENCE SOUTH 01 DEGREES 31 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 143.40 FEET TO A CORNER; THENCE SOUTH 03 DEGREES 52 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 162.20 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 31 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 89.26 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 58 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 55.24 FEET TO A CORNER; THENCE SOUTH 10 DEGREES 33 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 24.06 FEET TO A CORNER; THENCE SOUTH 10 DEGREES 53 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 29.23 FEET TO A CORNER; THENCE SOUTH 15 DEGREES 49 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 39.97 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 45 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 781.90 FEET TO A CORNER; THENCE NORTH 00 DEGREES 10 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 552.13 FEET TO A CORNER; THENCE NORTH 89 DEGREES 24 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 126.42 FEET TO A CORNER; THENCE SOUTH 22 DEGREES 07 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 61.18 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1185.61 FEET TO A CORNER; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 546.90 FEET TO A CORNER; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 78.54 FEET, SUBTENDED BY A CHORD OF SOUTH 45 DEGREES 11 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 70.71 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 730.45 FEET TO A CORNER; THENCE NORTH 89 DEGREES 44 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 183.45 FEET TO A CORNER; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 50.94 FEET, SUBTENDED BY A CHORD OF SOUTH 53 DEGREES 46 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 47.57 FEET TO A CORNER; THENCE SOUTH 17 DEGREES 17 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 221.84 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 15 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 215.85 FEET TO A CORNER; THENCE WEST FOR A DISTANCE OF 1011.48 FEET TO A CORNER; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 151.27 FEET TO A CORNER; THENCE NORTH 26 DEGREES 49 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 170.78 FEET TO A CORNER; THENCE NORTH 01 DEGREES 15 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 141.66 FEET TO A CORNER; THENCE NORTH 64 DEGREES 06 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 114.50 FEET TO A CORNER; THENCE NORTH 89 DEGREES 48 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 229.79 FEET TO A CORNER; THENCE NORTH 00 DEGREES 20 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 330.30 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 56 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 187.72 FEET TO A CORNER; THENCE NORTH FOR A DISTANCE OF 558.43 FEET TO A CORNER; THENCE NORTH 89 DEGREES 54 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 309.82 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 173.39 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 194.56 FEET TO A CORNER; THENCE NORTH 15 DEGREES 12 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 148.29 FEET TO A CORNER; THENCE NORTH 00 DEGREES 54 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 29.62 FEET TO A CORNER; THENCE NORTH 00 DEGREES 17 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 183.83 FEET TO A CORNER; THENCE NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 264.67 FEET TO A CORNER; THENCE NORTH 23 DEGREES 10 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 67.06 FEET TO A CORNER; THENCE NORTH 22 DEGREES 31 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 12.02 FEET TO A CORNER; THENCE NORTH 17 DEGREES 47 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 93.18 FEET TO A CORNER; THENCE NORTH 10 DEGREES 40 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 21.17 FEET TO A CORNER; THENCE NORTH 01 DEGREES 18 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 155.24 FEET TO A CORNER; THENCE NORTH 07 DEGREES 14 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 160.46 FEET TO A CORNER; THENCE NORTH 00 DEGREES 03 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 137.43 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 46.319 ACRES

PARCEL A1B (AS PER SURVEY), AND THE NEW LEGAL DESCRIPTION

BEGIN AT THE NORTHEAST CORNER OF LOT 4, SUBDIVISION NO. 1 OF BERNARD BAYOU INDUSTRIAL DISTRICT AND COMMENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1996.50 FEET, THENCE NORTH 89 DEGREES 49 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 3988.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 534.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 941.99 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 62.06 FEET TO A CORNER; THENCE SOUTH 01 DEGREES 31 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 143.40 FEET TO A CORNER; THENCE SOUTH 03 DEGREES 52 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 162.20 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 31 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 89.26 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 58 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 55.24 FEET TO A CORNER; THENCE SOUTH 10 DEGREES 33 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 24.06 FEET TO A CORNER; THENCE SOUTH 10 DEGREES 53 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 29.23 FEET TO A CORNER; THENCE SOUTH 15 DEGREES 49 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 39.97 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 45 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 781.90 FEET TO A CORNER; THENCE NORTH 00 DEGREES 10 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 552.13 FEET TO A CORNER; THENCE NORTH 89 DEGREES 24 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 126.42 FEET TO THE POINT OF BEGINNING

THENCE NORTH 89 DEGREES 24 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 77.23 FEET TO A CORNER; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 2556.94 FEET TO A CORNER; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 113.62 FEET TO A CORNER; THENCE WEST FOR A DISTANCE OF 857.54 FEET TO A CORNER; THENCE NORTH 00 DEGREES 15 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 215.85 FEET TO A CORNER; THENCE NORTH 17 DEGREES 17 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 221.84 FEET TO A CORNER; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 50.94 FEET, SUBTENDED BY A CHORD OF NORTH 53 DEGREES 46 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 47.57 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 44 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 183.45 FEET TO A CORNER; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 730.45 FEET TO A CORNER; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 78.54 FEET, SUBTENDED BY A CHORD OF NORTH 45 DEGREES 11 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 70.71 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 546.90 FEET TO A CORNER; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1185.61 FEET TO A CORNER; THENCE NORTH 22 DEGREES 07 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 61.18 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 22.857 ACRES

LESTER A. McLIN, JR.
Name

PRELIMINARY

2450
MS. Lic. No.

MAP SHOWING SURVEY & RESUBDIVISION
OF
PARCEL A1
INTO
PARCELS A1A & A1B
BERNARD BAYOU INDUSTRIAL PARK NO. 2
LOCATED IN SECTIONS 14 & 23, T 7 S–R 11 W
CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 3 OF 4

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Engineering and Land Surveying
28339 FROST ROAD LIVINGSTON, LA. 70754 (225)686–1444

W.O. # 2211597

X:\LP-21\2211597_Bernard Bayou Industrial District\dwg\Plats\2211597_Preliminary Resub.dwg

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT HARVEY GULF INTERNATIONAL MARINE, L.L.C. IS THE OWNER OF RECORD OF THE TRACT OF LAND DESCRIBED HEREIN, AND HEREBY DECLARES THIS TO BE THE OFFICIAL PLAT OF TRINITY RV RESORT AND FURTHER DEDICATES THE EASEMENTS AS SHOWN HEREON TO THE CITY OF GULFPORT FOREVER.

WITNESS MY SIGNATURE THIS THE ____ DAY OF _____, 20____.

_____

HARVEY GULF INTERNATIONAL MARINE,
L.L.C. REPRESENTATIVE

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

RATIFIED AND APPROVED BY:

_____ _____

(OWNER'S SIGNATURE) *(PRINT OWNER'S NAME)*

THIS THE ____ DAY OF _____, 20____.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR THE AFORESAID COUNTY AND STATE, HARVEY GULF INTERNATIONAL MARINE, L.L.C. REPRESENTATIVE, WHO ACKNOWLEDGED TO ME THAT THEY SIGNED, SEALED, AND DELIVERED THIS PLAT AS AUTHORIZED TO DO SO BY THE CORPORATION ON THE DAY AND IN THE YEAR SET FORTH ABOVE.

GIVEN UNDER MY HAND AND SEAL THIS THE ____ DAY OF _____, 20____.

_____ _____

NOTARY PUBLIC *MY COMMISSION EXPIRES:*

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISION ON THE ____ DAY OF _____, 2022.

_____ _____

KEITH WILLIAMS
THE CITY OF GULPORT'S PLANNING
COMMISSION CHAIRMAN

GREG HOLMES
THE CITY OF GULFPORT'S PLANNING
DIVISION ADMINISTRATOR

CERTIFICATE OF APPROVAL BY THE COUNCIL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE ____ DAY OF _____, 2022.

ATTEST:

_____ _____

BRITTANY RODGERS
THE CITY OF GULPORT'S CLERK
COUNCIL

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

CERTIFICATE OF APPROVAL BY THE MAYOR

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS ____ DAY OF _____, 2022.

_____

BILLY HEWES
THE CITY OF GULPORT'S MAYOR

MAP SHOWING SURVEY
& RESUBDIVISION
OF
PARCEL A1
INTO
PARCELS A1A & A1B
BERNARD BAYOU INDUSTRIAL PARK NO. 2
LOCATED IN SECTIONS 14 & 23, T 7 S–R 11 W
CITY OF GULFPORT
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

McLin Taylor, Inc.
Engineering and Land Surveying
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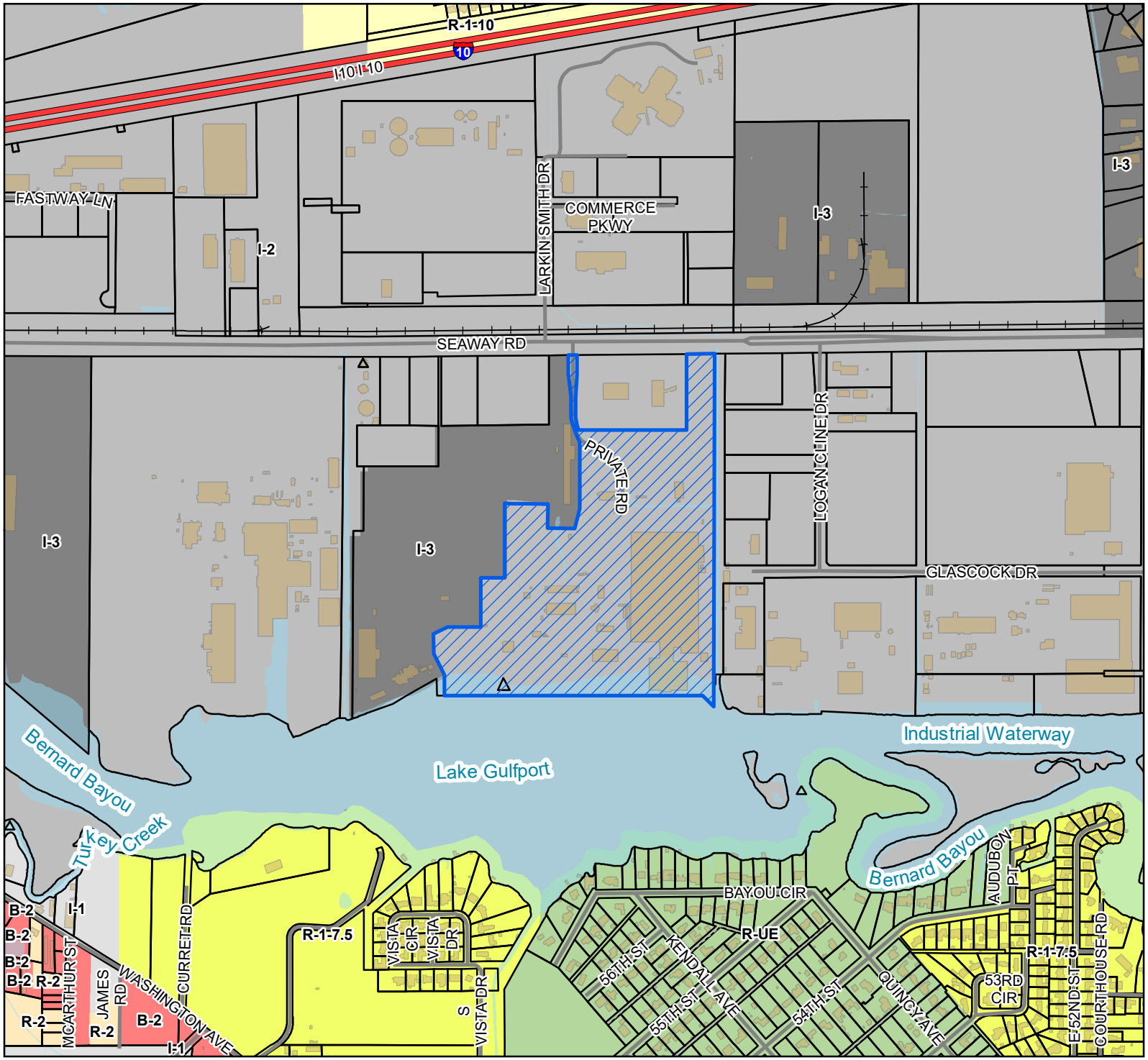
W.O. # 2211597

2211597

X:\LP-21\2211597_Bernard Bayou Industrial District\dwg\Plats\2211597_Preliminary Resub.dwg

2209PC155

Resubdivision



Site
Interstate Highway
Street
Alley
Railroad
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District
I-1 - Light Industry District
I-2 - Heavy Industry District
I-3 - Planned Industrial District
R-1-10 - Single Family Residence (Low Density)
R-1-7.5 - Single Family Residence District (Low Density)
R-2 - Single Family Residence District (Medium Density)
R-UE - Residential Urban Estate

Site Information

0909F-01-001.002
Zoning: I-2 (Heavy industry district)
Size: 69 acres
Flood: AE

0 160 320 480
Yards

1 inch = 1,000 feet

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: <u>Special Exception 2209SE156:</u>

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2209SE156

Hearing Date: Zoning Board August 18, 2022
Planning Commission August 25, 2022

Current Zoning/Use: T5 / Vacant commercial building

Legal: Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

TECHNICAL DETAILS

The applicant requests special exception in order to establish a liquor store in a T5 zone. They have not provided an affidavit that states the location is farther than 1,000 feet away from "any church, school, kindergarten, funeral home, day-care center, museum, or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as a liquor store and/or free-standing lounge or tavern", which is a requirement for this use. However, a new ordinance eliminated the distance requirements required in the chart of uses for these establishments. The proposed liquor store use is still required to go through Special Exception. There are no active business licenses at this location. The property formerly held the "Jazz Bistro" restaurant.

There is an established commercial building at this location, and the applicant states that there are no issues with utilities, access, or parking. Parking is not required in this part of the city, as this is the Central Business District Overlay. While the applicant states it will be harmony, staff urges the boards to exercise caution when considering if this is in harmony with orderly development of downtown.

EXECUTIVE SUMMARY

While a liquor store is allowed with special exception, the boards should consider special exceptions by ordinance are intended to find "that the special exception will be in harmony with the general purpose and intent of this ordinance." Specifically, in a pedestrian focused downtown environment, does a liquor store fit in its pattern of ideal development.

Any approval should consider these conditions:

1. Special exception use of liquor sales must be approved by the Zoning Board and the Planning Commission.
2. Must meet all current Building Codes and City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 8/10/2022.

Technical Report

SPECIAL EXCEPTION

Public Works:	No conditions. Memo dated 8/10/2022.
Traffic and Safety:	No comments as of 8/04/22.
Building Code Services:	Conditions: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 8/04/2022.
GIS:	No conditions. Memo dated 8/10/2022.
Police Department:	No conditions. Memo dated 8/09/2022.
Fire Department:	No conditions. Memo dated 8/10/2022.
City Arborist:	No conditions. Memo dated 8/10/2022.

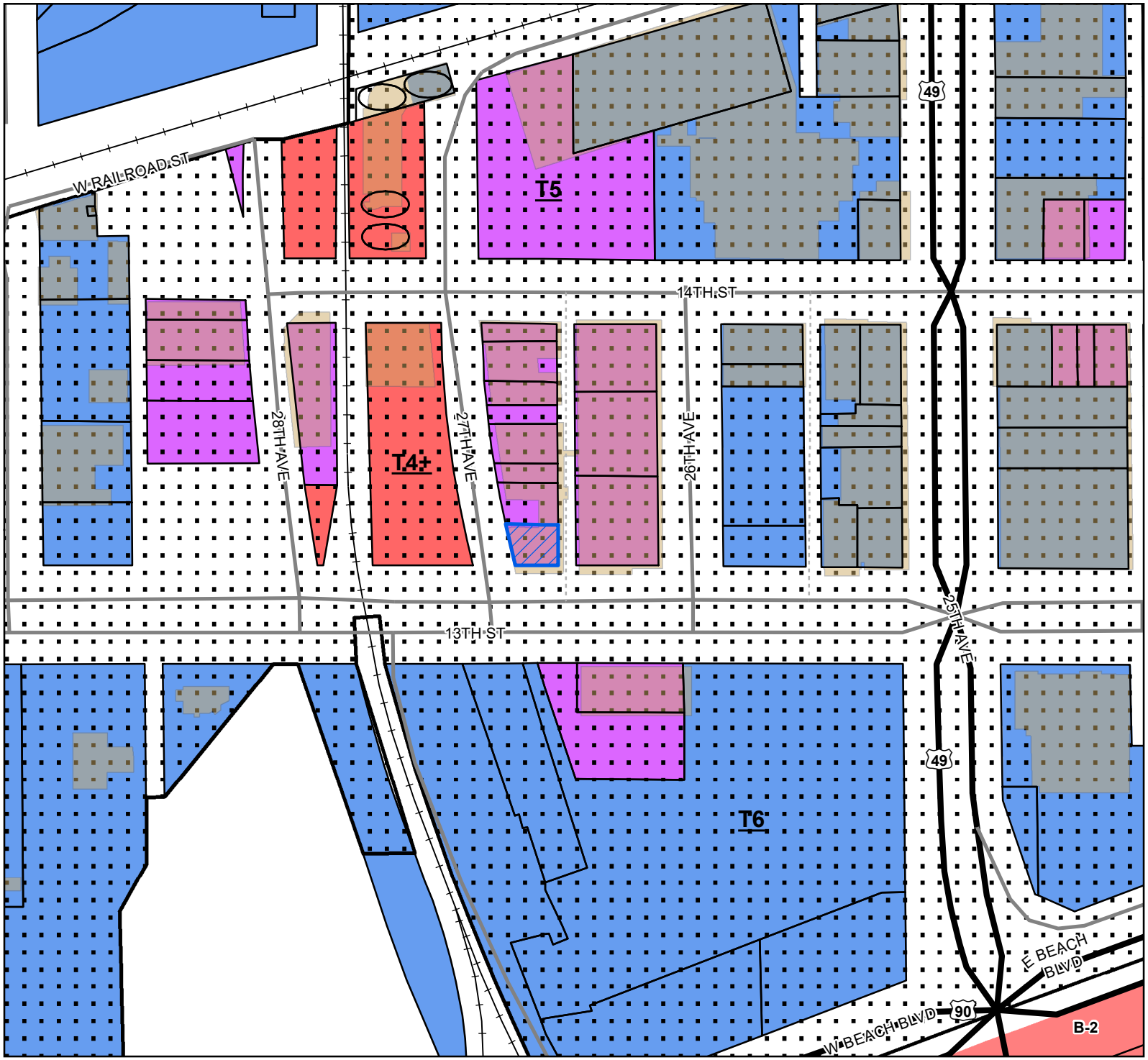
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

2209SE156

Special Exception



Site
US or State Highway
Street
Alley
Railroad
Parcels
Buildings

Smart Code

T6
T5
T4+

Zoning

B-2 - General Business District

Site Information

0811K-04-021.000
Zoning: T-5 (Urban Center Zone)
Size: 2961.79 sqft
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

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

For Staff Use Only

Case File #: 2209SE156

Date Received: 7/20/2022

Receipt #:

Received By:

Zoning:

Ward: Flood:

Size:

(If necessary, use separate sheet of paper)

APPLICATION FOR SPECIAL EXCEPTION

Property Information

TAX PARCEL # 0811K-04-021.000

Address of Property Involved: 2610 13th St. Gulfport, MS 39501

Lot(s) , Block(s) , Subdivision

General Location: Downtown Packhaged Gulfport

GENERAL DESCRIPTION OF REQUEST:
Operate a Package Liquor Store - Request

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

2610 13th St. LLC
Printed Name Of Owner

1317 26th Ave, Suite 101
Mailing Address

Gulfport, MS 39501
City State Zip code

228 363 2819 228 363 2819
Home Phone Work/Cell Phone

jourdan@nicaudfoods.com
Email

Signature Of Owner

AGENT

Demetra Birch
Printed Name Of Agent

P.O. Box 1975
Mailing Address

Gulfport MS 39502
City State Zip code

228-697-5807
Home Phone Work/Cell Phone

brachwaterLLC@gmail.com
Email

Demetra Birch
Signature Of Agent

HANCOCK COUNTY
Commission Expires April 6, 2026
HONEY SPOON
ID # 102880
STATE OF MISSISSIPPI
NOTARY PUBLIC

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

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

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) 2610 13th St., LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 1317 26th Ave, Ste 101, Gulfport, MS 39501

PHONE # (H) 228 363 2819 (W) 228 363 2819

TAX PARCEL NUMBER(S) OWNED 0811K-04-021.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

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: _____

11 July 2022

City of Gulfport Planning & Zoning
Greg Holmes, Planning Administrator
1410 24th Ave., Gulfport, MS 39501
228-868-5710

To Whom It May Concern:

I, Jourdan Nicaud on behalf of 2610 13th St., LLC as owner of 2610 13th St., Gulfport, MS 39501 give permission to Demetra Birch to act as Agent for this property.

7-13-22

Jourdan Nicaud
2610 13th St., LLC

Date

Subscribed and sworn to before me in my presence, this 13 day of JULY 2022, a Notary Public in and for the County of Harrison State of MS

(Signature) Notary Public

My Commission Expires 4/6 20 26

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 102800
HONEY SPOON
Commission Expires
April 6, 2026
HANCOCK COUNTY

- **Transportation and access:**
  General transportation and public access.

- **Water supply and waste disposal:**
  Water supply and waste disposal services are with the City of Gulfport.

- **Fire, Police protection and other public facilities:**
  Fire and Police protection provided by the City of Gulfport. Public Facilities utilized are with the City of Gulfport.

- **Traffic:**
  This business will not cause undue traffic congestion or create a traffic hazard, and will continue to be in harmony with the orderly and appropriate development of the district in which the use is located on:

  2610 13th Street
  Gulfport, MS 39501

Best Regards,
Demetra Birch
Owner/Operator
brackwaterllc@gmail.com
228-697-5807

11 July 2022

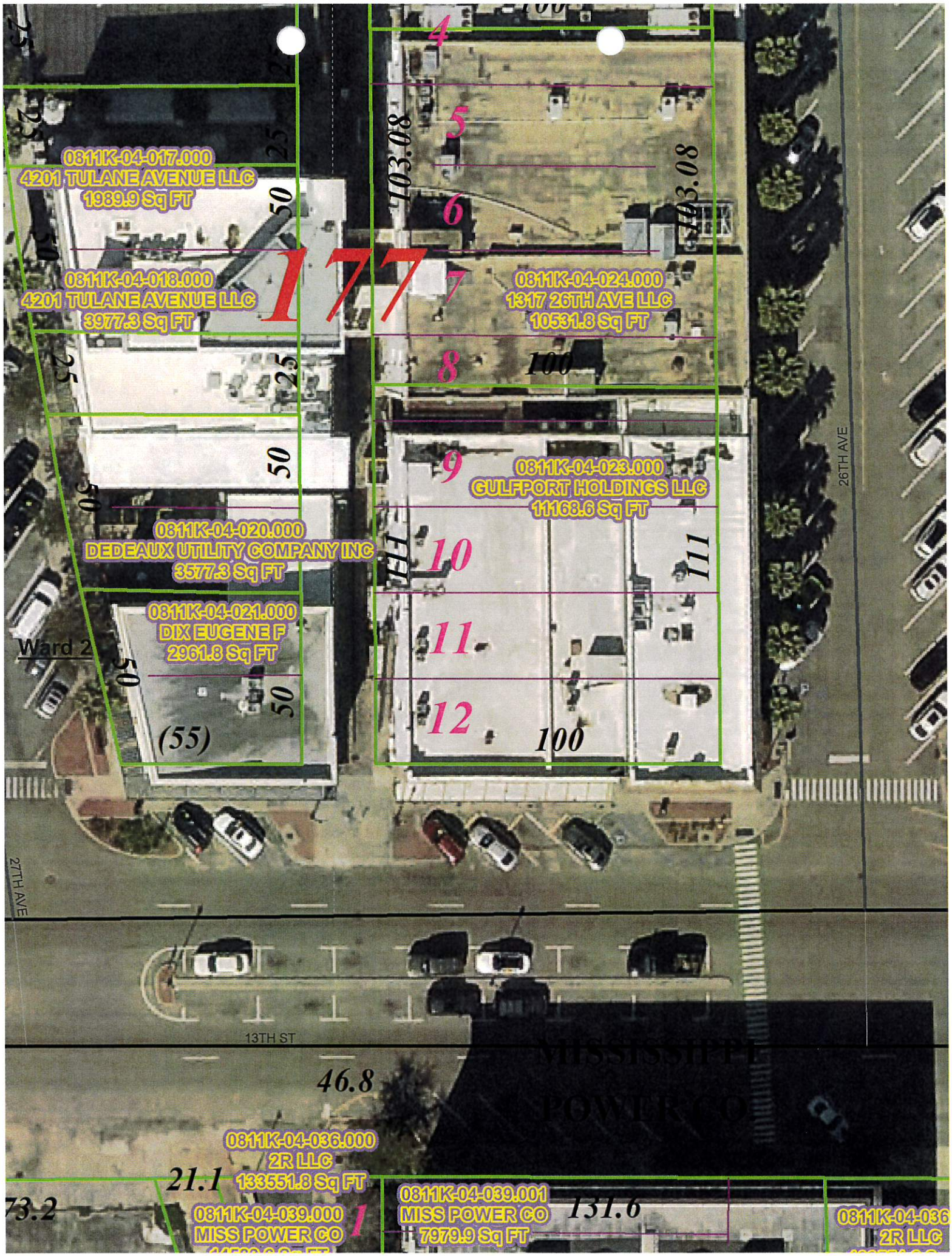
City of Gulfport Planning & Zoning
Greg Holmes, Planning Administrator
1410 24th Ave., Gulfport, MS 39501
228-868-5710

To Whom It May Concern:

I, Jourdan Nicaud on behalf of 2610 13th St., LLC as owner of 2610 13th St., Gulfport, MS 39501 give permission to Demetra Birch to act as Agent for this property.

Jourdan Nicaud
2610 13th St., LLC

7-17-22
Date


0811K-04-017.000
4201 TULANE AVENUE LLC
1989.9 Sq FT
0811K-04-018.000
4201 TULANE AVENUE LLC
3977.3 Sq FT
177
0811K-04-024.000
1317 26TH AVE LLC
10531.8 Sq FT
0811K-04-023.000
GULFPORT HOLDINGS LLC
11168.6 Sq FT
0811K-04-020.000
DEDEAUX UTILITY COMPANY INC
3577.3 Sq FT
0811K-04-021.000
DIX EUGENE F
2961.8 Sq FT
Ward 2
(55)
103.08
103.08
100
111
100
26TH AVE
27TH AVE
13TH ST
46.8
0811K-04-036.000
2R LLC
133551.8 Sq FT
21.1
73.2
0811K-04-039.000
MISS POWER CO
0811K-04-039.001
MISS POWER CO
7979.9 Sq FT
131.6
0811K-04-036
2R LLC

EMPORIS
EMPORIS
2608
EMPORIS

REVIEWED

SCANNED

J1 - GULFPORT DISTRICT
Instrument 2022-0002396-D-J1
Filed/Recorded 01/31/2022 2:50:01 PM
Total Fees 26.00
2 Pages Recorded

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

File#212766

Indexing Instructions:
Lots 13 & 14, Blk 177, Original Gulfport S/D, Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

EUGENE F. DIX
P.O. BOX 120
GULFPORT, MS 39502
(228) 731-8630

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

2610 13TH ST, LLC
A MS Limited Liability Company
11633 BLUFF LANE
GULFPORT, MS 39503
(228) 363-2819

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

Lots Thirteen (13) and Fourteen (14), Block One Hundred Seventy-Seven (177), ORIGINAL GULFPORT 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 11 at

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURE of the Grantor on this the 31st day of January, 2022.

EUGENE F. DIX

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **EUGENE F. DIX**, who acknowledged that he signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 31st day of January, 2022.

NOTARY PUBLIC

(S E A L)

My Commission Expires:

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

PERMITS/INSP PAYMENT RECPT#: 11396058
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/21/22 TIME: 08:23
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
1013
REFERENCE:

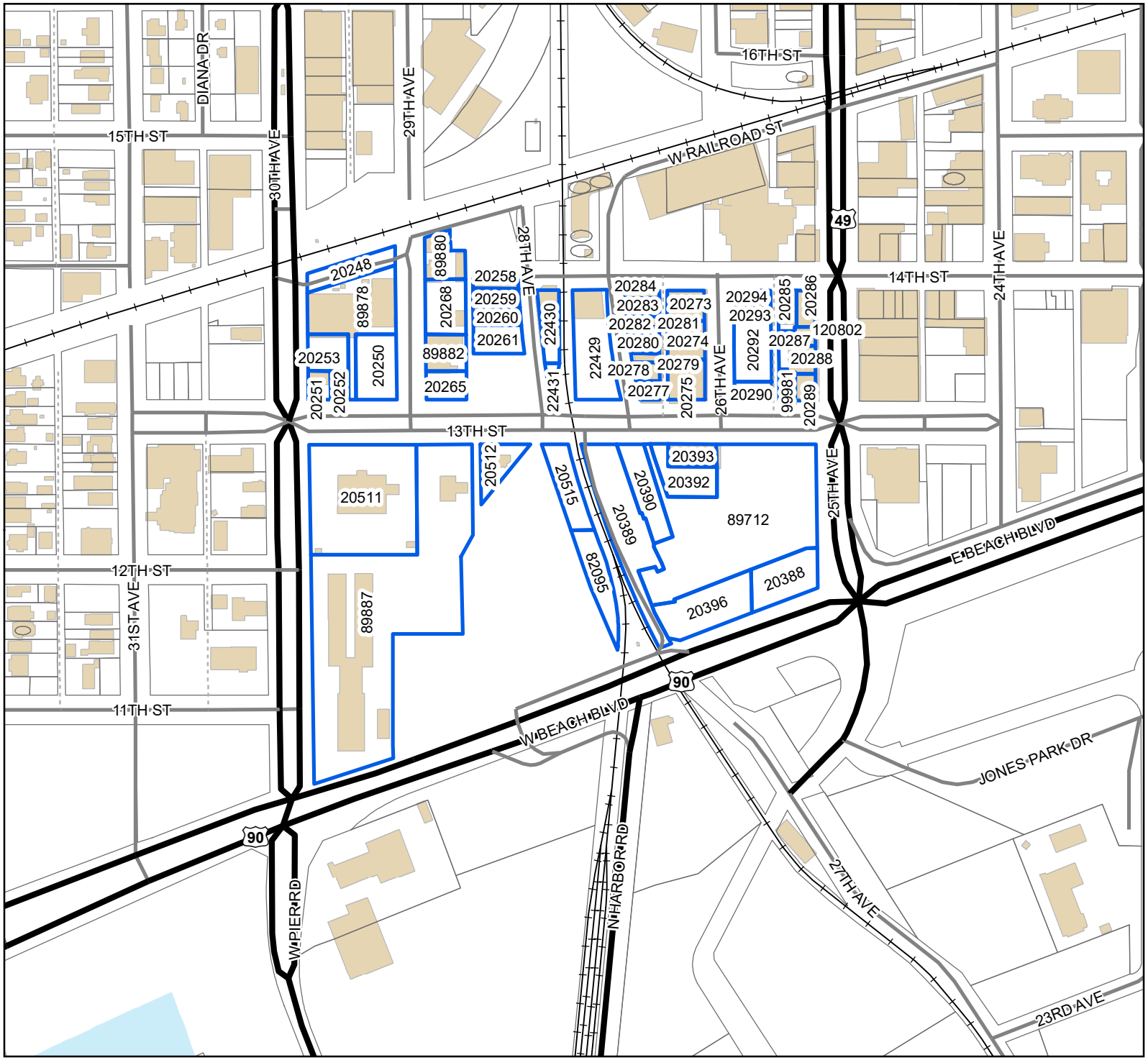
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20277	0811K-04-021.000	2610 13TH ST, LLC (OWNER)	1377 26TH AVE, SUITE 101	GULFPORT	MS	39501
			DEMETRA BIRCH (AGENT)	P.O. BOX 1975	GULFPORT	MS	39502
			Adjacent Property Owners (2209SE156)				
	20274	0811K-04-024.000	1317 26TH AVE LLC	111 W SCENIC DRIVE	PASS CHRISTIAN	MS	39571
	20252	0811L-01-010.000	13TH & 30TH LLC	43 FARNHAM PLACE	METAIRIE	LA	70005
N	20253	0811L-01-008.000	13TH & 30TH LLC	43 FARNHAM PLACE	METAIRIE	LA	70005
N	20250	0811L-01-011.000	13TH & 30TH LLC	43 FARNHAM PLACE	METAIRIE	LA	70005
N	89878	0811L-01-007.000	13TH & 30TH LLC	43 FARNHAM PLACE	METAIRIE	LA	70005
	20273	0811K-04-025.000	14TH STREET PROPERTIES LLC	P O DRAWER 6829	GULFPORT	MS	39506
	89712	0811K-04-036.000	2R LLC	P O BOX 520	GULFPORT	MS	39502
N	20388	0811K-04-037.000	2R LLC	4900 COURTHOUSE RD	GULFPORT	MS	39507
N	20396	0811K-04-038.000	2R LLC	P O BOX 520	GULFPORT	MS	39502
	20280	0811K-04-018.000	4201 TULANE AVENUE LLC	1025 BIENVILLE ST	NEW ORLEANS	LA	70112
N	20281	0811K-04-017.000	4201 TULANE AVENUE LLC	1025 BIENVILLE ST	NEW ORLEANS	LA	70112
	20261	0811L-01-021.000	BANK OF MISSISSIPPI	P O BOX 70	BILOXI	MS	39533
N	20511	0811L-01-040.000	BANK OF MISSISSIPPI	760 RUE MARCHE	BILOXI	MS	39530
	20288	0811K-04-032.000	BARBER DENNIS N	PO BOX 803	GULFPORT	MS	39502
N	99981	0811K-04-032.001	BARBER DENNIS N	P O BOX 803	GULFPORT	MS	39502
	20248	0811L-01-006.000	CSX TRANSPORTATION INC TAX DEPARTMEN	500 WATER ST (C910)	JACKSONVILLE	FL	32202
	20278	0811K-04-020.000	DEDEAUX UTILITY COMPANY INC	P O BOX 962	GULFPORT	MS	39502
N	20279	0811K-04-019.000	DEDEAUX UTILITY COMPANY INC	P O BOX 926	GULFPORT	MS	39502
	20290	0811K-04-030.000	GRD PROPERTIES LLC	P O BOX 387	BILOXI	MS	39553
	120802	0811K-04-035.001	GSO HOLDINGS LLC	12206 HWY 49	GULFPORT	MS	39503
N	20286	0811K-04-035.000	GSO HOLDINGS LLC	12206 HWY 49	GULFPORT	MS	39503
N	20268	0811L-01-015.000	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39501
	20275	0811K-04-023.000	GULFPORT HOLDINGS LLC	34851 EMERALD COAST PKWY STE 15(	DESTIN	FL	32541
	20259	0811L-01-023.000	H & G INVESTMENTS LLC	1323 28TH AVE SUITE A	GULFPORT	MS	39501
	20258	0811L-01-024.000	HARTFIELD DON & LINDA E	1325 28TH AVE	GULFPORT	MS	39501
	20284	0811K-04-014.000	HAYDEL PROPERTIES LP	P O BOX 1891	GULFPORT	MS	39502
	20251	0811L-01-009.000	HOLT WILLIE E	2912 13TH ST	GULFPORT	MS	39501
	20289	0811K-04-031.000	JAYMARK PROPERTIES LLC	1301 25TH AVE SUITE 3	GULFPORT	MS	39501
	20285	0811K-04-034.000	KEESLER FEDERAL CREDIT UNION	2602 PASS RD	BILOXI	MS	39531
N	20292	0811K-04-028.000	KEESLER FEDERAL CREDIT UNION	2602 PASS RD	BILOXI	MS	39531
	20282	0811K-04-016.000	KEYES ROBERT BRUCE JR & CLAUDIA	1319 2ND ST	GULFPORT	MS	39501
	82095	0811L-01-033.000	MISS DEPT OF TRANSPORTATION C/O RIGHT	P O BOX 1850	JENININGS	LA	70546
	20515	0811L-01-032.000	MISS DEPT OF TRANSPORTATION C/O RIGHT	P O BOX 1850	JACKSON	MS	39215

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	20393	0811K-04-039.001	MISS POWER CO				0
N	89887	0811L-01-038.000	MISS POWER CO				0
N	20392	0811K-04-039.000	MISS POWER CO				0
	20283	0811K-04-015.000	MURKY PROPERTIES LLC	528 KLONDYKE RD STE D	LONG BEACH	MS	39560
	20293	0811K-04-027.000	NICAUDP C LLC	1380 26TH AVE	GULFPORT	MS	39501
	20260	0811L-01-022.000	RICE SUZANNE E	5210 QUINCY AVE	GULFPORT	MS	39507
	22430	0811L-01-029.000	ROBERDS BROS LLC	15506 LEMOYNE BLVD	BILOXI	MS	39532
	20294	0811K-04-026.000	SALLOUM JOE ETAL	P O BOX 1176	GULFPORT	MS	39502
	22431	0811L-01-029.001	SALLOUM JOSEPH N ETAL	P O BOX 1176	GULFPORT	MS	39502
	89882	0811L-01-016.000	TRIPLE R REAL ESTATE LLC	4 TARA PLACE	METAIRIE	LA	70002
N	20265	0811L-01-017.000	TRIPLE R REAL ESTATE LLC	4 TARA PLACE	METAIRIE	LA	70002
	20287	0811K-04-033.000	TRULLENDER SHERRY L	1313 25TH AVE	GULFPORT	MS	39501
	22429	0811L-01-030.000	VINCENZO PROPERTIES LLC	1025 BIENVILLE ST STE 5	NEW ORLEANS	LA	70122
	20389	0811K-04-036.002	VML PROPERTIES LLC	5 BAYOU OAK LANE	GULFPORT	MS	39503
N	20390	0811K-04-036.001	VML PROPERTIES LLC	5 BAYOU OAK LANE	GULFPORT	MS	39503
	89880	0811L-01-012.000	WAREHOUSE 1928 LLC	1517 29TH AVE	GULFPORT	MS	39507
	20512	0811L-01-035.000	Z COAST PROPERTIES LLC	720 BELLANDE AVE	OCEAN SPRINGS	MS	39564

2209SE156

Special Exception



Legend

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

0 60 120 180
Yards

1 inch = 375 feet

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RE: Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, 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, August 18, 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, August 18, 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:
IPL0084333
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
57.84
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
August 3, 2022 3:23:29 PM EDT
Amount:
57.84

SCHEDULE FOR AD NUMBER IPL00843330

August 10, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00843330

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 25, 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.

Planning Commission Approval 2208PC139, by owner Leslie North, tax parcel 0911E-04-029.001, Request home occupation for real estate office, 896 2nd St, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2208PC140, by owner South MS Holding, LLC, tax parcel 0808K-03-113.001, Request for a CBD oil sales use, 15142 Dedeaux Rd, Zoned R-B (Residence-business), Ward 7

Planning Commission Approval 2208PC142, by agent David Chadwick Riemann, tax parcel 0808P-01-010.003, Request for funeral home, mortuary or undertaking establishment use, Three Rivers Road, Zoned B-2 (General business), Ward 5

Planning Commission Approval 2208PC143, by owner Ted Miller, tax parcels 0810N-04-050.000 & 0810N-04-051.000, Request for collision repair use, 2311 29th St., Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2208PC144, by agent Gulf Coast Development & Design, LLC, tax parcel 0809A-01-010.000 & 0808P-01-012.000, Requests to rezone from R-1-10 (Single-family) to RB (Residence-business), o Three Rivers Road, Ward 5

Zoning Map Amendment 2208PC145, by agent M & P Development, LLC., tax parcels 1011C-01-010.000, 1010N-04-029.000, Request to rezone from T4L (General Urban Zone Limited) and T4+ (General Urban Zone "Plus"), to T5 (Urban Center Zone), Ward 2

Final Plat 2208PC147, by agent Heinrich & Associates, LLC, tax parcel 0711N-02-102.000 & 0711N-02-103.000, Approval of Final Plat for 7-lot subdivision (Finley Subdivision), W Beach Blvd, Finley St, & Maria Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

General Plan 2208PC148, by agent Brown, Mitchell, & Alexander, Inc., tax parcels 0908C-01-001.000 & 0908E-01-001.001, Approval of a General Plan for a 46 lot subdivision (Florence Gardens Phase X), Zoned T4+ (General Urban Zone "Plus"), Ward 6

Zoning Map Amendment 2209PC151,by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-006.000, 0910N-01-016.000, & 0910N-01-015.000, request to rezone from B-2 (General business) to R-B (Residence business) ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 3rd day of August 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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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:
IPL0083647
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
42.72
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
July 29, 2022 9:38:25 AM EDT
Amount:
42.72

SCHEDULE FOR AD NUMBER IPL00836470

August 3, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00836470

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, August 18, 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 2204ZB050, by owners Jack & Kelly Krongard, tax parcel 1010O-02-002.000, Requests variance for fence height, 1942 Beach Dr, Zoned R-1-7.5 (Single-family), Ward 2

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

Variance 2209ZB149, by owners Gregory and Melinda Wyrosdick, tax parcel 1010C-01-001.019, Requests variance for setback, Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2209ZB150, by owner Walter A Karnes, tax parcel 1008N-01-076.000, Requests variances for accessory structure quantity and size, 11162 Ellis Dr, Zoned R-1-10 (Single-family), Ward 6

Variance 2209ZB152, by owner 605 Holdings, LLC, tax parcel 1010F-02-041.000, Variance for wall sign location, 1423 Magnolia St, Zoned T5 (Urban Center Zone), Ward 4

Special Exception 2209SE153, by owner 605 Holdings, LLC., tax parcel 1010F-02-041.000, Requests liquor store use, 1423 Magnolia Street, Zoned T5 (Urban Center Zone), Ward 4

Variance 2207ZB154, by owner Richard & Patricia Rogers, tax parcel 0807G-01-038.000, Requests variances for accessory structure quantity and size, 14451 S. Swan Rd. Zoned R-1-15 (Single-family), Ward 7

Special Exception 2209SE156, by agent Demetra Birch, tax parcel 0811K-04-021.000, Requests liquor store use, 2610 13th St, Zoned T5 (Urban Center Zone), Ward 2

This the 28th day of July 2022
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: August 25, 2022

Re: Other Business